73- 63862

DECLARATION OF CONDOMINIUM
OF
CROMWELL WEST, INC.
A Condominium
Fort Lauderdale, Florida

CROMWELL DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as "Owner", on behalf of itself and its successors and assigns, and to its successors and assigns, does hereby declare that the lands hereinafter described are 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 63-35 of the General Laws of Florida, entitled "Condominium Property Act", as amended, in accordance with the terms and conditions of this Declaration of Condominium, as hereinafter set forth:

I. NAME

The name by which this condominium shall be entitled shall be CROMWELL WEST, a Condominium.

II. DESCRIPTION

Lots 20, 21, 22, 23, 24, 25, 26, 27, and 28, of Block 1, GULF POINT, according to the Plat thereof, recorded in Plat Book 53, Page 15, of the Public Records of Broward County, Florida, situate, lying and being in Broward County, Florida.

SUBJECT TO the following:

1. An easement for ingress, egress and utilities reserved by CROMWELL DEVELOPMENT CORP., over and across the following portions of the above described property, described as follows:

   The South 107.50 feet of Lot 20, together with the South 107.50 feet of the West 6.33 feet of Lot 21 in Block 1, GULF POINT, as recorded in Plat Book 53, Page 15, of the Public Records of Broward County, Florida, situate, lying and being in Broward County, Florida.

2. Any and all easements, restrictions, reservations or limitations of record.
3. Governmental zoning, building code laws, ordinances or regulations.
4. The terms and conditions of the individual 99-year leases to the Recreation Unit which will be executed by CROMWELL DEVELOPMENT CORP., as Lessor, and the Owners of individual apartment units in CROMWELL WEST, a condominium, as Lessees, permitting the use of the Recreation Unit by said owners as Lessees.

III. DEFINITIONS

A. Apartment means a condominium parcel utilized for residential purposes, together with the undivided share in the common elements which is appurtenant to said condominium parcel.

B. 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.

C. Association means CROMWELL WEST, INC., a non-profit corporation responsible for the operation of the condominium.

D. Common elements means the portions of the condominium property not included in the units.

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

F. 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.

G. 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.

H. Condominium parcel includes an apartment unit or the Recreation Unit, together with the undivided share in the common elements which is appurtenant to the unit.

This instrument was prepared by:
Robert E. Ferris, P.A.
Fort Lauderdale, Florida

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I. Condominium property means and includes the land in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with this condominium.

J. Developer means CROMWELL DEVELOPMENT CORP., a Florida corporation.

K. Institutional first mortgage means a first mortgage originally executed and delivered to a bank, federal savings 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 or undivided share in the common elements appurtenant to such apartment unit.

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

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

O. Recreation Unit includes the recreation room located in the building known as CROMWELL WEST, a Condominium, and the recreational leasehold area which includes the swimming pool and other improvements located thereon. The ownership of the Recreation Unit will be retained by CROMWELL DEVELOPMENT CORP., or its successors and assigns, and the said Unit will be leased by seventy-seven (77) undivided individual leases to the owners of individual apartment units in CROMWELL WEST, a Condominium. The Recreation Unit shall not be considered as part of the common elements appurtenant to any apartment unit.

IV. 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 this Declaration are the following exhibits:

A. Plot plan of property, location plan, floor plan and elevation, submitted to the provisions of Chapter 63-35, General Laws of Florida, duly certified as required under said Act, which are marked Exhibit A- 1 through A- 7 , both inclusive.

B. Articles of Incorporation of CROMWELL WEST, 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 CROMWELL WEST, INC., which is marked Exhibit C.

D. Rules and Regulations, which is marked Exhibit D.

E. Forms of condominium deeds by which the Developer will convey particular apartments, and appurtenances thereto, in the condominium to purchasers thereof, and which will describe the condominium apartments. A typical condominium deed is attached hereto as Exhibit E.

F. Form of individual 99-year lease wherein CROMWELL DEVELOPMENT CORP. as the owner of the Recreation Unit, will lease undivided 1/77th leasehold interests in and to said Recreation Unit to the owners of individual apartment units. Said form is attached hereto and made a part hereof, marked Exhibit F.

V. BASIC PROPERTY COMPONENTS

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 real property herein submitted shall be used solely for residential purposes and recreational activities associated therewith.

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

1. The condominium shall include fifty-seven (57) one-bedroom apartments, and twenty (20) one-bedroom and a convertible den or bedroom apartments, to be constructed

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in accordance with plans and specifications prepared by ANSON, GROVE, HAACK & ASSOCIATES, Architects and Engineers, Fort Lauderdale, Florida. Said apartment building shall contain six (6) floors. The first floor shall contain two (2) one-bedroom apartments. The first floor shall also contain the elevator, undercovered parking, the recreation room, which is a part of the Recreation Unit, and the vault room. The second through sixth floors, both inclusive, shall each contain four (4) one-bedroom and a convertible den or bedroom apartments, and eleven (11) one-bedroom apartments.

The individual one-bedroom apartments are numbered as follows: 108, 110, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, and 613.

The individual one-bedroom and a convertible den or bedroom apartments are numbered as follows: 201, 202, 214, 215, 301, 302, 314, 315, 401, 402, 414, 415, 501, 502, 514, 515, 601, 602, 614 and 615.

2. In addition to the individual apartments located in said apartment building, said condominium shall also include the necessary parking areas, driveways and sidewalks, and the Recreation Unit which consists of the recreation room and the recreational leasehold area containing the pool and other improvements thereon. Said recreation room and the recreational leasehold area shall be referred to as the Recreation Unit, and has been assigned a percentage in the common elements and common surplus, as set forth in Article VIII, D.2. hereof.

C. EASEMENTS: Easements for public utilities will be granted, where necessary, to public utilities requiring the same, in order to service the real property which is a part of this condominium.

VI. SPECIAL COMMON EXPENSES

The ownership of the fee simple title to the Recreation Unit which is a part of CROMWELL WEST, a condominium, has been retained by CROMWELL DEVELOPMENT CORP., the Developer. The Recreation Unit shall not be considered as part of the common elements or condominium property appurtenant to any apartment unit, and the Developer has reserved not only the fee simple title to the same, but also the possessory rights and the right to rent the same to the individual owners and the right to receive the rentals and other considerations set forth therein.

As a covenant running with this condominium, and as a specific condition to submitting the condominium property to condominium ownership, each of the unit owners of apartment units shall be bound to observe and perform all of the duties, obligations and liabilities on the part of the lessee to be observed and performed, as set forth in the 77 individual leases, a copy of a representative form of which is attached as Exhibit F to this Declaration, representing the 77 individual interests in and to the Recreation Unit contained in the condominium. Said leases will be executed by CROMWELL DEVELOPMENT CORP, as the owner of said Recreation Unit with the owner of each apartment unit in CROMWELL WEST, a Condominium, at the time of the closing of their purchase of said apartment unit.

Each of the owners of the individual apartment units have designated the Association as their agent for the purpose of collecting the monthly rentals due under said leases, together with the percentage costs of maintenance, operations, taxes and insurance which are directly related to the operation of said Recreation Unit, and have authorized the Association on their behalf to pay said monthly rentals to CROMWELL DEVELOPMENT CORP., its successors or assigns, and to pay the costs of said operations of said Recreation Unit.

The rental to be paid by each of the owners of apartment units for the use of said Recreation Unit to CROMWELL DEVELOPMENT CORP. shall be Thirty ($30.00) Dollars per month, subject to any increase which may be occasioned by an increase in the cost of living index referred to in the rentals adjustment set forth in said leases.

Said Recreation Unit has been assigned a portion of the equity in the overall assets of CROMWELL WEST, a Condominium, as set forth in Article VIII, D.2. of this Declaration of Condominium.

VII. DEVELOPER'S RIGHTS

A. The Developer reserves the right to sell, lease, mortgage or otherwise deal with all of the condominium units (apartments) owned by it without the necessity of obtaining the approval of the Board of Directors of officers of CROMWELL WEST, INC., or the owner of any individual apartment unit in and to the condominium known as CROMWELL WEST. The Developer also retains the title to all unsold apartments or covered parking spaces, and shall have the right to sell the same to purchasers of apartments in CROMWELL WEST, a Condominium, irrespective of whether or not the Declaration of Condominium to CROMWELL WEST, a Condominium, has been recorded. This shall include the right to sell more than one covered parking space to the owner of an apartment. The Developer further reserves the right to lease the dock space to be constructed by the Developer adjacent to the Recreation Unit to owners of apartments in CROMWELL WEST, a condominium. The Developer shall not be obliged to pay any maintenance assessments on unleased dock space or unsold

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covered parking spaces so long as the same are owned by the Developer and the Developer shall not be obliged to pay any recreational rental for the use of the Recreation Unit on any unsold apartments. The Developer will pay the regular monthly maintenance charges on unsold apartment units commencing at the same time as other purchasers, which shall be within ten (10) days of the date of final completion of said unsold apartments.

The Developer shall have the right to transact on the condominium property any business necessary to complete the construction of the apartment building to consummate the sales of apartment units, including but not limited to the right to maintain a construction office, models, display signs, employ personnel in a sales capacity or construction capacity, use the common elements, and to show the apartments. The Developer's office, signs, construction office, and all tangible personal property owned by the Developer in connection with the construction or sale of said condominium, shall remain the property of the Developer.

B. This Article shall not be subject to amendment.

VIII. 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. REAL PROPERTY: Each condominium parcel together with all appurtenances thereto shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the condominium property subject only to the provisions of the condominium documents.

The Recreation Unit, together with all appurtenances thereto shall also for all purposes constitute a separate parcel of real property in the same manner as an apartment unit and the same may be owned in fee simple and may be conveyed, transferred, leased and encumbered in the same manner as any other parcel of real property independently of all other parts of the condominium property subject only to the provisions of the condominium documents.

B. POSSESSION: Each apartment unit owner shall be entitled to the exclusive possession of his apartment. The owners of the Recreation Unit shall be entitled to exclusive possession of the Recreation Unit, subject, however, to the terms and conditions of the individual 99-year leases executed in favor of the owners of apartment units.

C. BOUNDARIES: Each apartment unit shall include all of the apartment building 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 surfaces 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 planes, 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 apartment.

(b) Interior building walls--the vertical planes of 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

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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 is one-half the thickness of the thinner wall, and the boundary shall thence run at right angle to the plane of the center line of the thicker wall.

RECREATION UNIT BOUNDARIES: The Recreation Unit boundaries shall include all of the property described in the 99-year leases, a copy of which is attached to this Declaration as Exhibit F, and made a part hereof. All improvements located thereon lying within said described area shall be considered as a part of the Recreation Unit within the perimetrical and vertical boundaries set forth in Annex 1, to Exhibit F, of this Declaration.

D. APPURTENANCES: The ownership of each condominium parcel shall include, and there shall pass with each condominium parcel as appurtenances thereto, whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not be limited to:

1. Limited Common Elements: Subject to the terms and conditions of the recreation leases, each apartment owner shall have the exclusive right to use one parking space, and together with other apartment owners shall have the right to use any unassigned parking space (any unassigned parking space means those spaces reserved for guests, invitees, etc. of apartment owners). Those apartment owners purchasing covered parking shall have the exclusive right to use said covered parking. Each apartment owner shall have the exclusive right to use one storage compartment.

2. General Common Elements: The right to use in common with 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 subject, however, to the terms and conditions of the recreation leases regulating the Recreation Unit. 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 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 and elements of the condominium and each apartment unit shall bear an undivided share of the common expenses of the condominium and shall have an undivided share in the common surplus of the condominium. The Recreation Unit shall have an undivided share in the common areas, facilities and elements of the condominium and shall bear an undivided share of the common expenses of the condominium (which are to be paid, however, by the owners of the condominium apartment units) and shall have an undivided share in the common surplus of the condominium. The Recreation Unit shall not have any voting rights in the affairs of the condominium, provided, however, that no amendment, change or modification may be made to this Declaration, the Articles of Incorporation, By-Laws, Rules and Regulations, form of Warranty Deed or form of 99-year lease of the condominium which effect the leasehold rights of the owner of the Recreation Unit without the written consent of the owners of said Recreation Unit. The undivided share in the common areas, facilities and elements and the common expenses and common surplus assigned to each apartment and to the Recreation Unit are hereinafter set forth as a percentage, as follows:

Apartment No.	Percentage of Interest in Common Elements and Common Surplus	Share of Common Expense
108	.9797	17/1409ths
Recreation	8.5000	---
110	.9797	17/1409ths
201	1.4448	22/1409ths
202	1.4415	22/1409ths
203	1.0727	17/1409ths
204	1.0668	17/1409ths
205	1.0611	17/1409ths
206	1.0552	17/1409ths
207	1.0494	17/1409ths
208	1.0378	17/1409ths
209	1.0378	17/1409ths
210	1.0552	17/1409ths
211	1.0611	17/1409ths
212	1.0668	17/1409ths
213	1.0727	17/1409ths
214	1.4215	22/1409ths
215	1.4448	22/1409ths

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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 is one-half the thickness of the thinner wall, and the boundary shall thence run at right angle to the plane of the center line of the thicker wall.

RECREATION UNIT BOUNDARIES: The Recreation Unit boundaries shall include all of the property described in the 99-year leases, a copy of which is attached to this Declaration as Exhibit F, and made a part hereof. All improvements located thereon lying within said described area shall be considered as a part of the Recreation Unit within the perimetrical and vertical boundaries set forth in Annex 1. to Exhibit F. of this Declaration.

D. APPURTENANCES: The ownership of each condominium parcel shall include, and there shall pass with each condominium parcel as appurtenances thereto, whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not be limited to:

1. Limited Common Elements: Subject to the terms and conditions of the recreation leases, each apartment owner shall have the exclusive right to use one parking space, and together with other apartment owners shall have the right to use any unassigned parking space (any unassigned parking space means those spaces reserved for guests, invitees, etc. of apartment owners). Those apartment owners purchasing covered parking shall have the exclusive right to use said covered parking. Each apartment owner shall have the exclusive right to use one storage compartment.

2. General Common Elements: The right to use in common with 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 subject, however, to the terms and conditions of the recreation leases regulating the Recreation Unit. 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 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 and elements of the condominium and each apartment unit shall bear an undivided share of the common expenses of the condominium and shall have an undivided share in the common surplus of the condominium. The Recreation Unit shall have an undivided share in the common areas, facilities and elements of the condominium and shall bear an undivided share of the common expenses of the condominium (which are to be paid, however, by the owners of the condominium apartment units) and shall have an undivided share in the common surplus of the condominium. The Recreation Unit shall not have any voting rights in the affairs of the condominium, provided, however, that no amendment, change or modification may be made to this Declaration, the Articles of Incorporation, By-Laws, Rules and Regulations, form of Warranty Deed or form of 99-year lease of the condominium which effect the leasehold rights of the owner of the Recreation Unit without the written consent of the owners of said Recreation Unit. The undivided share in the common areas, facilities and elements and the common expenses and common surplus assigned to each apartment and to the Recreation Unit are hereinafter set forth as a percentage, as follows:

Apartment No.	Percentage of Interest in Common Elements and Common Surplus	Share of Common Expense
108	.9797	17/1409ths
Recreation	8.5000	---
110	.9797	17/1409ths
201	1.4448	22/1409ths
202	1.4415	22/1409ths
203	1.0727	17/1409ths
204	1.0668	17/1409ths
205	1.0611	17/1409ths
206	1.0552	17/1409ths
207	1.0494	17/1409ths
208	1.0378	17/1409ths
209	1.0378	17/1409ths
210	1.0552	17/1409ths
211	1.0611	17/1409ths
212	1.0668	17/1409ths
213	1.0727	17/1409ths
214	1.4215	22/1409ths
215	1.4448	22/1409ths

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Apartment No.	Percentage of Interest in Common Elements and Common Surplus	Share of Common Expense
301	1.4564	22/1409ths
302	1.4448	22/1409ths
303	1.0901	17/1409ths
304	1.0842	17/1409ths
305	1.0924	17/1409ths
306	1.0727	17/1409ths
307	1.0668	17/1409ths
308	1.0611	17/1409ths
309	1.0611	17/1409ths
310	1.0674	17/1409ths
311	1.0924	17/1409ths
312	1.0842	17/1409ths
313	1.0901	17/1409ths
314	1.4448	22/1409ths
315	1.4564	22/1409ths
401	1.4796	22/1409ths
402	1.4622	22/1409ths
403	1.1022	17/1409ths
404	1.0958	17/1409ths
405	1.0901	17/1409ths
406	1.0842	17/1409ths
407	1.0924	17/1409ths
408	1.0727	17/1409ths
409	1.0924	17/1409ths
410	1.0842	17/1409ths
411	1.0901	17/1409ths
412	1.0958	17/1409ths
413	1.1022	17/1409ths
414	1.4622	22/1409ths
415	1.4796	22/1409ths
501	1.5086	22/1409ths
502	1.4796	22/1409ths
503	1.1197	17/1409ths
504	1.1138	17/1409ths
505	1.1080	17/1409ths
506	1.1022	17/1409ths
507	1.0958	17/1409ths
508	1.0901	17/1409ths
509	1.0958	17/1409ths
510	1.1022	17/1409ths
511	1.1080	17/1409ths
512	1.1138	17/1409ths
513	1.1197	17/1409ths
514	1.4796	22/1409ths
515	1.5086	22/1409ths
601	1.5203	22/1409ths
602	1.5028	22/1409ths
603	1.1429	17/1409ths
604	1.1371	17/1409ths
605	1.1313	17/1409ths
606	1.1254	17/1409ths
607	1.1197	17/1409ths
608	1.1022	17/1409ths
609	1.1138	17/1409ths
610	1.1254	17/1409ths
611	1.1313	17/1409ths
612	1.1371	17/1409ths
613	1.1429	17/1409ths
614	1.5028	22/1409ths
615	1.5203	22/1409ths
	100. %	1409/1409ths

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In the event of the termination of the condominium, each owner's interest in the common facilities and the common surplus shall be in the proportion hereinabove set forth.

Each condominium apartment unit shall be entitled to one vote in the affairs of the condominium and in the Association. The Recreation Unit shall not be considered as part of the common elements or condominium property, but instead shall be separately owned by the Developer as the owner of the Recreational Unit. Developer reserves the right to lease said Recreation Unit to the individual owners of apartments, and to receive the rentals payable under said leases and other considerations set forth therein. Under no circumstances shall the provisions of Chapter 711, Florida Statutes be interpreted so as to constitute said Recreation Unit a part of the common elements or condominium property as the Developer has specifically reserved not only the fee title but the possessory interest in said Recreation Unit, even though each owner must pay his or her share of the maintenance and cost of operations of said Recreation Unit in addition to the rentals payable to Developer.

E. EASEMENT TO AIR SPACE: The appurtenances shall include an exclusive easement to the use of the air space occupied by the apartment unit and the Recreation Unit as it exists at any particular time and as the apartment and the Recreation Unit 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 and the Recreation Unit owners to each other apartment and Recreation Unit 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 through the Recreation Unit and common elements for maintenance, repair and replacement of the apartments, Recreation Unit, and common elements. Such access to the apartments and the Recreation Unit 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 building and the Recreation Unit shall be burdened with an easement of support for the benefit of all other apartments, the Recreation Unit and common elements in the building.

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

(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.

(d) All portions of the Recreation Unit shall be maintained, repaired and replaced by the Association from assessments obtained from the apartment owners.

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.

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

(d) The apartment owners shall be responsible for paying their proportionate share of the maintenance, repair and replacement of the Recreation Unit.

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

I. PARTITION: No action for partition shall lie in favor of any of the owners so long as the condominium is in existence, or until after the condominium is dissolved.

IX. ASSESSMENTS

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

A. SHARE OF EXPENSE, COMMON EXPENSE: The expense for the operation and maintenance of the common elements (including general common elements, limited common elements and the Recreation Unit) shall be a common expense and each apartment owner shall be liable for his portion of said expenses as provided in Article VIII, D. 2., except as provided in Subparagraph D. of this Article IX.

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 year annually in advance on December first preceding the year for which assessments are made, and such annual assessments 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 an 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 foreclosure of a first mortgage encumbering an apartment, the purchaser at such sale, his successor or 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 mortgagee 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 hereof.

E. ASSESSMENTS FOR EMERGENCIES: Assessments for common expenses for emergencies requiring immediate repair and which cannot be paid from the assessments for recurring expenses shall only be made after approval by the Board of Directors. After such approval by the Board of Directors such emergency assessment shall become effective, and it shall be due after thirty (30) days' 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

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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 rolls 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 not be avoided by waiver of the use or enjoyment of any 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 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 preceding Paragraph G, 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 thirty (30) 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) days after due date shall not bear interest; but all sums not paid on or before thirty (30) days after due date shall bear interest at the rate of six per cent (6%) 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.

X. 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, shall be the responsibility of the Association and shall be governed by the following provisions:

A. The Association has been incorporated as a corporation not for profit under the laws of the State of Florida under Articles of Incorporation, a copy of which is attached hereto as Exhibit B. 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 as Exhibit C, 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 for 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 purposes 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

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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 FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROWARD COUNTY, Fort Lauderdale, Florida, whenever that institution is listed in the roster of mortgagees; and if such institution is not listed in this roster, then by the bank, savings and loan association, Massachusetts Business Trust, or insurance company which, according to such roster, at the time for 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 the mortgagees having the right of approval a request in writing for approval or disapproval within ten (10) days after the receipt of the request; and if a response from the mortgagee is not received within such 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. 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 their own personal property and for their personal liability and living expense. The owners of the Recreation Unit and the Insurance Trustee shall also be included as named insureds.

(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 as 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, and to cover liabilities of the owners of the Recreation Unit 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 Association, the apartment owners, the owners of the Recreation Unit, and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to BROWARD NATIONAL BANK OF FORT LAUDERDALE, Fort Lauderdale, Florida, as Trustee, or to such other 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.

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

(b) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) When the building is to be restored--for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(2) When the building is not to be restored--an undivided share for each apartment owner and for the owners of the recreation Unit, such share being the same as the undivided share in the common elements appurtenant to his apartment or to said Recreation Unit.

(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 and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, 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.

(d) Recreation Unit. In the event of any damage to the Recreation Unit covered by insurance, the proceeds on account of such damage shall be held for the benefit of the owners of the Recreation Unit if said improvements are to be restored. If said improvements are not to be restored and the condominium is to be terminated as provided in Article XIII hereof, then, and in that event, said insurance proceeds shall be held for the benefit of all of the owners of apartment units and the owners of the Recreation Unit in the same manner as hereinabove provided in Article X.F.4.(a).

5. Distribution 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 provisions made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. Remittances to the owners of the Recreation Unit shall be made directly to them, and said remittances shall not be subject to the lien of any mortgagee holding a mortgage against any apartment unit but shall be subject to the lien of any mortgage which may have been executed by the owners of said Recreation Unit.

(d) Certificate. In making distribution to apartment owners and their mortgagees, and to the owners of the Recreation Unit, the Insurance Trustee may rely upon a certificate of the Association made by its 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 the owners of the Recreation Unit, 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.

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Article X. may not be amended without the written consent of any institutional mortgagee holding a mortgage which is a lien against any condominium parcel.

G. Reconstruction or repair after casualty.

1. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Apartment Building.

(1) Lesser Damage. If the damaged improvement is the apartment building, and if apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Major Damage. If the damaged improvement is the apartment building, and if apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

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.

The responsibility of the reconstruction and repair of the Recreation Unit shall be that of the various owners of apartments who shall be responsible for paying the percentage share of said costs of maintenance, repair or replacement. Said maintenance, repair or replacement shall be performed and coordinated by 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 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. For the purposes of assessments as provided in this paragraph the Recreation Unit shall be considered as part of 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, 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

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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, 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 reconstruction 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, 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 of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to such apartment, then to 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.

(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 nor 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 to 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 disbursement in payment of costs of reconstruction and repair.

(6) Recreation Unit. For the purposes set forth in this Article X.G., costs of reconstruction and repair after casualty of the Recreation Unit shall be treated as the responsibility of the Association, provided, however, that should the provisions of any insurance policy or policies be insufficient to pay the costs of the same, the balance of any moneys needed shall be assessed against the individual apartment owners in proportion to their share of expenses as provided in Article VIII.D.2.

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 including the Recreation Unit 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. hereof.

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XI. 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.

B. 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.

C. 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. Leasing. Entire apartments may be rented provided the occupancy is only by the Lessee and his family and is not for less than one month and not longer than one year. No rooms may be rented and no transient tenants accommodated.

E. Regulations. Reasonable regulations concerning the use of the condominium property have been made 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 75% 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 apartment owners.

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

1. Sale or lease. No apartment owner may dispose of an apartment or any interest therein by sale or by lease for a term of more than one year without approval of the Association, except to another apartment owner. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of those individuals who will be occupants of the apartment. 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 lease for a period of longer than one year 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 lessee, together with such other information as the Association may require.

(b) Election of Association. Within thirty (30) days after receipt of such notice, the Association must approve the transaction or furnish a purchaser or lessee approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser or lessee 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 lessee. In the event that the Association does not furnish a purchaser or lessee 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 lease his apartment to the proposed purchaser or lessee, and the Association shall provide the purchaser or lessee of said sale or lease with an approval in recordable form.

(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.

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(d) Interest of Ninety-Nine (99) Year Leasehold Interest. The fee title to an apartment may not be transferred or conveyed separate and apart from the leasehold interest held by the owners of said apartment to said purchasers or transferee and said purchasers or transferee shall assume the obligations contained in said lease to the Recreation Unit.

(e) The owners of the Recreation Unit shall have the right to convey, transfer, or assign, mortgage, pledge, or lease their title to said Recreation Unit subject only to the terms and conditions of the Declaration of Condominium and the exhibits thereto, and shall not be required to obtain the approval of the Board of Directors of the Association.

2. Mortgage. No apartment owner may mortgage his apartment or any interest therein without the approval of the Association except to a bank, federal savings and loan association, Massachusetts Business Trust or insurance company. The approval of any other mortgagee may be arbitrarily withheld. This provision 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 prevent an apartment owner from accepting a purchase money mortgage from an approved purchaser.

3. Liens.

(a) 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) 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.

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

4. 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 the 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, lease or otherwise dispose of said interest and the transfer of the fee ownership of 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 lessee shall take subject to the condominium documents.

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

6. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of the condominium 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 any 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.

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(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. Should the owners of the Recreation Unit, or their heirs or assigns, become the owners of any apartment unit by virtue of the foreclosure of the lien for delinquent rentals, then and in that event, the owners of said Recreation Unit, or their heirs or assigns, shall have the unqualified right to sell, lease, mortgage or otherwise dispose of said apartment and its interest in the common elements and transfer of said apartment and the leasehold interest in the Recreation Unit may be accomplished without the prior approval of the Board of Directors of the Association, and without restriction whatsoever; provided, however, any subsequent transferee from owners of said Recreation Unit, or their heirs, or assigns, shall be bound by the terms and conditions of this Article XI.

XII. 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 75% of the Board of Directors and by not less than 75% of the members of the Association, except as to an amendment altering the shares of ownership in the common elements or the share of the common expenses of the condominium or the voting rights of any of the owners of the condominium, any of which shall require the approval of 100% of the owners.

3. Copy of proposed resolutions shall be furnished unto all bona fide first mortgage holders; and the approval of such mortgagees 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. Proviso. 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, the Articles of Incorporation, By-laws, Rules and Regulations, or the warranty deeds of the condominium, without the written consent of the Developer, so long as it retains the ownership of any condominium parcel (apartment unit), provided, however, Developer's right to require its written consent of any such amendment shall expire three (3) years from date of recording of this Declaration.

The Developer reserves the right at any time prior to the closing of any of the purchases by individual owners of their purchase in the condominium, to make amendments to the Declaration, Articles of Incorporation, By-laws, Condominium Deeds, or the plat or plans attached to the Declaration of Condominium, so long as said amendments do not affect the percentage of ownership in the general common elements, assessments, voting rights, or location 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.

E. No amendments may be made to this Declaration, the Articles of Incorporation, By-laws, Rules and Regulations, Warranty Deeds, or the 99-year lease, which affect the leasehold rights of the owners of the recreational unit, without their written consent.

OFF 5218 PAGE 451

XIII. 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, owners of the Recreation Unit, 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.

B. Destruction. In the event it is determined as is elsewhere provided that the condominium shall not be rebuilt after destruction, the condominium form of ownership shall be terminated and the condominium documents revoked; such determination not to rebuild shall be evidenced by a certificate of the Association certifying the facts affecting the termination, which certificate shall be recorded among the Public Records of Broward County, Florida.

C. Shares of ownership after termination. After termination of the condominium the apartment owners and the owners of the Recreation Unit shall own the condominium property as tenants in common in undivided shares in proportion to the percentage of ownership set forth opposite said apartment or the Recreation Unit, in Article VIII. D.2. Any mortgagee holding a mortgage or lienor holding a lien against any apartment unit shall have their respective mortgage and lien vest upon the respective shares of the apartment owner against whom said mortgagee or lienor holds said mortgage or lien. Any mortgagee or lienor holding a mortgage or lien against the Recreational Unit shall have a mortgage and lien upon the share of the owners of said Recreational Unit.

XIV. 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 in 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 any lease to compensate the lessor therein for the rentals and/or other obligations waived in the manner set forth above.

XV. 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. SEVERABILITY

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

IN WITNESS WHEREOF, the Developer, by its appropriate officers, has executed this Declaration this 21st day of March, 1973, and caused its seal to be affixed.

Witnesses:

CROMWELL DEVELOPMENT CORP.

By _____ President

Attest: _____ Assistant Secretary

OFF. REC. 5218 PAGE 452

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

I HEREBY CERTIFY that on this day before me, an officer authorized to take acknowledgements in said county and state, personally appeared SHIRLEY G. MIRENDA and SHIRLEY G. MIRENDA, known to me to be the President and/Secretary of CROMWELL DEVELOPMENT CORP., 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, 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 have hereunto set my hand and official seal in the County and State last aforesaid, this 21st day of March, 1973.

Michele L. Hake
Notary Public

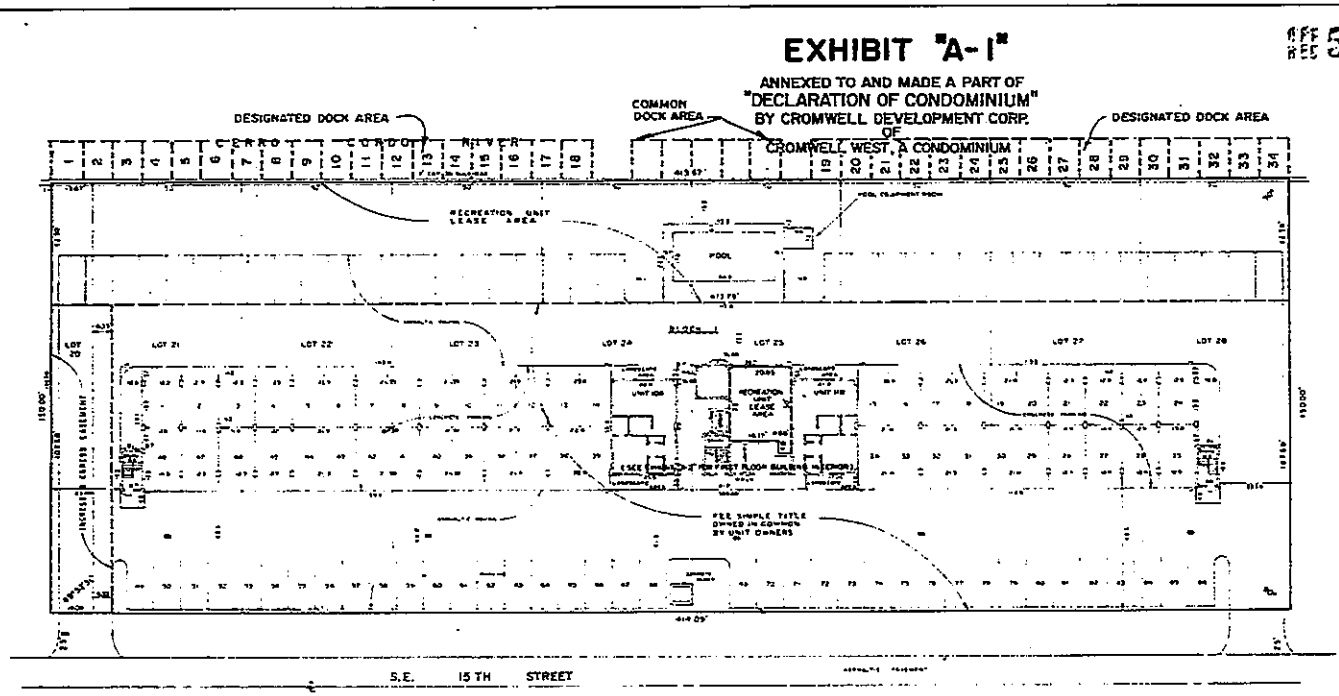
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Jan. 27, 1976
Bonded By American Fire & Casualty Co.

OFF. REC. 5218 PAGE 453

EXHIBIT "A-1"

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY CROMWELL DEVELOPMENT CORP.
OF
CROMWELL WEST, A CONDOMINIUM

OFF REC 5218 PAGE 454



N

SCALE IN FEET

DESCRIPTION OF THE LAND:

Lots 20,21,22,23,24,25,26,27 and 28, Block 1, CUDLE POINT, according to the plat thereof recorded in Plat Book 30, Page 15, of the public records of Broward County, Florida

NOTES:

These plans are compiled from plans and data supplied by JAKSON / GROVE / HAACK & ASSOC. Registered Architects and Engineers, Contract No. 6270, entitled CROMWELL WEST- SIX STORY WATERFRONT CONDOMINIUM, and supplemented by actual field surveys.

The Title to the Lease Areas labeled RECREATION UNIT, until so owned by Cromwell Development Corp and Leased by individual Leases to the owners of Condominium Apartment Units.

LIMITED COMMON ELEMENTS:

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. Subject to the terms and conditions of the recreation leases, each apartment owner shall have the exclusive right to use one parking space, and together with other apartment owners shall have the right to use any unassigned parking space (any unassigned parking space means those spaces reserved for guests, invitees, etc. of apartment owners). Each apartment owner shall have the exclusive right to use one storage compartment

GENERAL COMMON ELEMENTS:

General common elements shall be all parts of the condominium not included within an individual apartment or within a limited common element subject, however, to the terms and conditions of the recreation leases regulating the Recreation Unit.

CERTIFICATION:

This certificate, made this 15th day of, March, 1973 by the undersigned engineering and surveying firm is made pursuant to the provisions of Section 711.08 (3)(c) of the 1963 Florida Statutes and is a certification that the construction of the aforesaid survey, plot plan and description and other material as contained therewith, together with the wording of said Declaration of Condominium, is an correct representation thereof, and that therefrom can be determined therefrom the identification, location, dimensions and size of the common elements, limited common elements, and each unit in CROMWELL WEST, A CONDOMINIUM, located in the City of Fort Lauderdale, Broward County, Florida.

McLaughlin Engineering Co.

By: [signature]
Wm. McLaughlin
Registered Engineer No. 1313
Registered Land Surveyor No. 1157
State of Florida

PLOT PLAN

CROMWELL WEST, A CONDOMINIUM

FOR CROMWELL DEVELOPMENT CORP.

McLAUGHLIN ENGINEERING CO.
400 N.E. THIRD AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN: ALS	DATE: 3-16-73	SCALE: 1" = 10'
CHECKED: DTB	JOB NO. 2-109	CE NO. 94

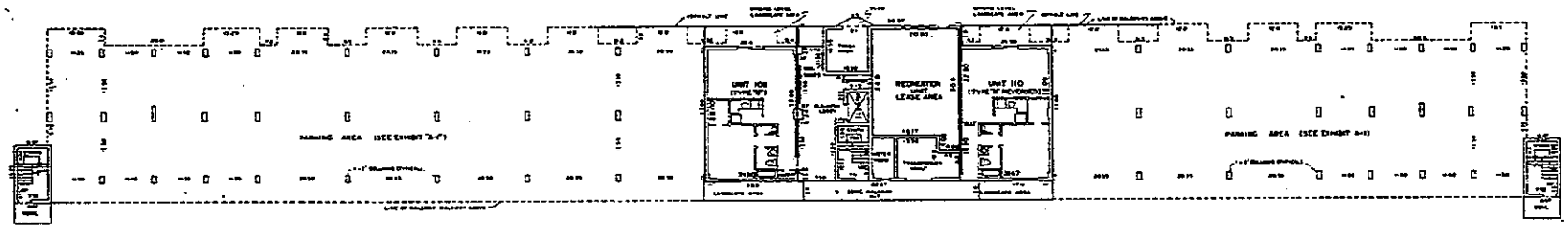
EXHIBIT "A-2"

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY CROMWELL DEVELOPMENT CORP.
OF
CROMWELL WEST, A CONDOMINIUM

SCALE IN FEET

O.R.B. 5218 PAGE 455

N



DESCRIPTION OF THE LAND:

Lots 20,21,22,23,24,25,26,27, and 28, Block 1, GULF POINT, according to the plat thereof recorded in Plat Book 33, Page 15, of the public records of Broward County, Florida.

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 undecorated finished ceiling.

(b) Lower Boundary: The horizontal plane of the lower surfaces 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 undecorated 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 planes, adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and where 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 apartment.

(b) Interior building walls: the vertical planes of 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 shall 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 of that their center lines do not intersect, the plane of the center line of the thicker wall shall be extended into the thicker wall for a distance which shall be the thickness of the thinner wall, and the boundary shall thence run at right angle to the plane of the center line of the thicker wall.

Elevations, in feet, of the upper and lower boundaries of the apartments are based on U.S.C.G.S. Mean Sea Level Datum (M.S.L.). First floor includes two (2) apartments, having the following elevations:

Upper Limits of Apartment : 14.42
Lower Limits of Apartment : 5.94

LIMITED COMMON ELEMENTS:

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. Subject to the terms and conditions of the recreation lease, each apartment owner shall have the exclusive right to use one parking space and together with other apartment owners shall have the right to use any unassigned parking spaces (less any assigned parking space owners those spaces reserved for guests, invitees, etc. of apartment owners). Each apartment owner shall have the exclusive right to use one storage compartment.

GENERAL COMMON ELEMENTS:

General common elements shall be all parts of the condominium not included within an individual apartment or within a limited common element hereof, however, to the terms and conditions of the recreation lease regulating the Recreation Unit.

CERTIFICATION:

This certificate, made this 8th day of March, 1973 by the undersigned engineering and surveying firm is made pursuant to the provisions of Section 711.08 (1)(e) of the 1963 Florida Statutes and is a certification that the condominium blueprint with the attached survey, plot plan and description of the improvements, together with the wording of said Declaration of Condominium describing the condominium property, is sufficient to clearly identify the materials thereof and their location, dimensions and size of the common elements, and that the identification, location and dimensions of the common elements, and of each unit can be determined from these materials. CROMWELL WEST, A CONDOMINIUM, located in the City of Fort Lauderdale, Broward County, Florida.

McLAUGHLIN ENGINEERING CO.

Joe McLaughlin, Jr.
Registered Engineer No. 7173
Registered Land Surveyor No. 167
State of Florida

STATE OF FLORIDA
REGISTERED LAND SURVEYOR
2021

NOTES:

These plans and elevations are compiled from plans and data supplied by ARGORA / GROVE / HARRIS & Associates- Architects and Engineers, Coral Gables, Florida, entitled CROMWELL WEST- SIX STORY WATERFRONT CONDOMINIUM, and supplemented by actual field surveys.

The Title to the Lease Areas labeled RECREATION UNIT, will be owned by Cromwell Development Corp. and Leased by individual Leases to the owners of Condominium Apartment Units.

FIRST FLOOR PLAN (BUILDING INTERIOR) CROMWELL WEST, A CONDOMINIUM

FOR CROMWELL DEVELOPMENT CORP.

McLAUGHLIN ENGINEERING CO.
400 N.E. THIRD AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN: R.L.B.	DATE: 3-16-73	SCALE: 1"=10'
CHECKED: D.F.B.	J.O. NO. J-109	C.E. NO. 44

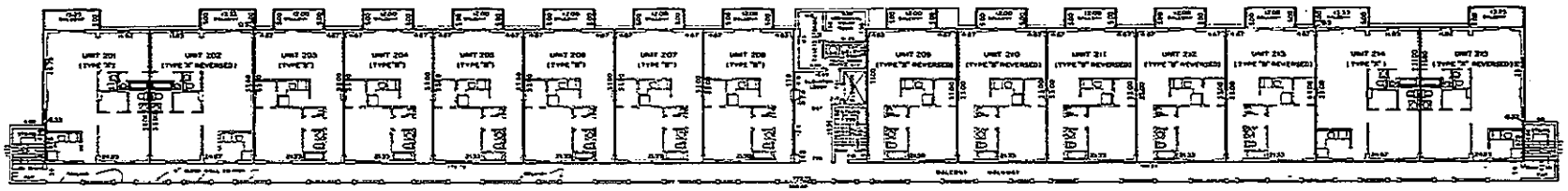
EXHIBIT "A-3"

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY CROMWELL DEVELOPMENT CORP.
OF
CROMWELL WEST, A CONDOMINIUM

SCALE IN FEET

OFF REC 5218 PAGE 456

N



DESCRIPTION OF THE LAND:

Lots 20,21,22,23,24,25,26,27, and 28, Block 1, GULF POINT, according to the plat thereof recorded in Plat Book 30, Page 45, of the public records of Broward County, Florida

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 undecorated finished ceiling.
   (b) Lower Boundary: The horizontal plane of the lower surfaces 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 undecorated 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 planes, adjacent to and which include the exterior of the exterior 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 railings and fixtures thereon, for the case of ground floor apartments, such boundaries shall include the terrace serving such apartment.
   (b) Interior building walls: the vertical planes at 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 about 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 or shall project to the plane of the center line of an entering column or shaft.
   (2) when walls of different thickness abut with a flush side to their center lines (except exterior), the plane of the center line of the thicker wall shall be extended into the thicker wall for a distance which is equal to one half the thickness of the thinner wall, and the boundary shall change there at right angles to the plane of the center line of the thicker wall.

Elevations, in feet, of the upper and lower boundaries of the apartments are based on U.S.C.& G.S. Mean Sea Level Datum (M.S.L.). Second Floor includes fifteen (15) apartments, having the following elevations:

Upper Limits of Apartment : 22.98
Lower Limits of Apartment : 14.48

LIMITED COMMON ELEMENTS:

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. Subject to the terms and conditions of the recreation leases, each apartment owner shall have the exclusive right to use one parking space, and together with other apartment owners shall have the right to use any unassigned parking spaces (any unassigned parking spaces means those spaces reserved for guests, employees, etc. of apartment owners). Each apartment owner shall have the exclusive right to use one storage compartment.

GENERAL COMMON ELEMENTS:

General common elements shall be all parts of the condominium not included within the individual apartments or within a limited common element subject, however, to the terms and conditions of the recreation leases regulating the Recreation Unit.

CERTIFICATION:

This certificate made this [illegible] day of March, 1973, by the undersigned engineering and surveying firm, registered in the State of Florida, pursuant to Section 711.08(1)(e) of the 1963 Florida Statutes and in accordance with the requirements recited upon the attached survey, plot plan and description of the above described condominium thereunto, together with the wording of said Declaration of Condominium is sufficient representation thereof, and that there can be determined therefrom the identification, location, dimensions and size of the common elements, limited common elements, and of each unit of CROMWELL WEST, A CONDOMINIUM, located in the City of Fort Lauderdale, Broward County, Florida.

McLaughlin Engineering Co.

By: [illegible]
Registered Engineer No. 9248
and
By: [illegible]
Registered Land Surveyor No. 1617
State of Florida

NOTES:

These plans and elevations are compiled from plans and data supplied by ANSBRO / GROVE / HANCK & Associates-Architects and Engineers, Comm No.8220, entitled CROMWELL WEST- SIX STORY WATERFRONT CONDOMINIUM, and supplemented by actual field surveys.

The Title to the Lands Above labeled RECREATION UNIT, will be owned by Cromwell Development Corp. and Leased by individual Leases to the owners of Condominium Apartment Units.

SECOND FLOOR PLAN
CROMWELL WEST, A CONDOMINIUM

FOR CROMWELL DEVELOPMENT CORP.

McLAUGHLIN ENGINEERING CO.
400 N.E. THIRD AVENUE
FORT LAUDERDALE, FLORIDA

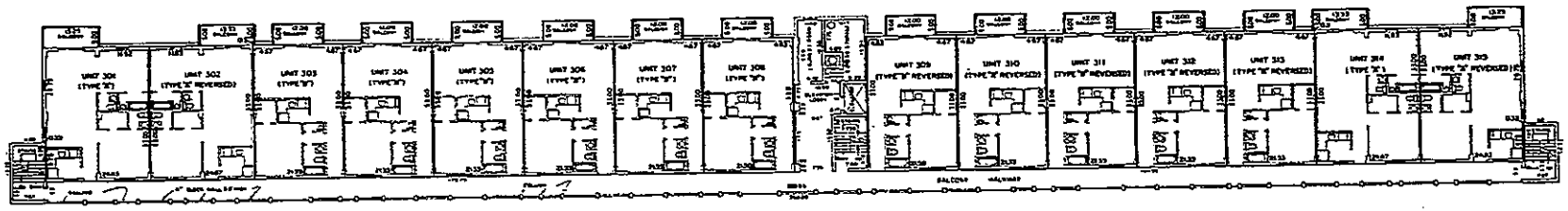
DRAWN: R.L.B.	DATE: 3-26-73	SCALE: 1" = 10'
CHECKED: B.P.S.	JOB NO. 3-1013	SHEET No. 2

OFF REC 5218 PAGE 457

EXHIBIT "A-4"

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY CROMWELL DEVELOPMENT CORP.
OF
CROMWELL WEST, A CONDOMINIUM

SCALE = 1'-0"



DESCRIPTION OF THE LAND:

Lots 20,21,22,23,24,25,26,27, and 28, Block 1, GULF POINT, according to the plat thereof recorded in Plat Book 33, Page 10, of the public records of Broward County, Florida

APARTMENT BOUNDARIES:

Each apartment and 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 undecorated finished ceiling.

(b) Lower Boundary: The horizontal plane of the lower surfaces 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 plane of the horizontal plane of the undecorated 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 planes, adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and where 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 terraces serving such apartment.

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

(i) When walls between apartments are of varying thickness, or when a column or pilaster, the plane of the center line of a bearing 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 pilaster.

(ii) 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 equal to the thickness of the thinner wall, and the boundary shall change run at right angle to the plane of the center line of the thicker wall.

Elevations, in feet, of the upper and lower boundaries of the apartments are based on U.S.C.& G.S. Mean Sea Level Datum (M.S.L.). Third floor includes fifteen (15) apartments, having the following elevations:

Upper Limits of Apartment : 32.56
Lower Limits of Apartment : 22.90

LIMITED COMMON ELEMENTS:

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. Subject to the terms and conditions of the recreation lease, each apartment owner shall have the exclusive right to assign parking spaces and together with other apartment owners, shall have the right to use any unassigned parking space. Every apartment owning 1000 square feet or less is entitled to one parking space, all apartments owning more than 1000 square feet are entitled to two parking spaces. Each apartment owner shall have the exclusive right to use one storage compartment.

GENERAL COMMON ELEMENTS:

General common elements shall be all parts of the condominium not included within the limits of an apartment or within a limited common element subject, however, to the terms and conditions of the recreation lease regulating the Recreation Unit.

CERTIFICATION:

The undersigned, this 15th day of March, 1973 is, the undersigned authorized and licensed to practice in said state pursuant to the provisions of Section 711.08 (1)(e) of the 1963 Florida Statutes, hereby certifies that the construction, identification and location of the said Declaration of Condominium as a correct representation thereof, and that there can be determined therefrom, the identification, location, dimensions and size of the common elements, limited common elements and each unit of CROMWELL WEST, A CONDOMINIUM, located in the City of Fort Lauderdale, Broward County, Florida.

McLaughlin Engineering Co.

Registered Engineer No. 1711
Registered Land Surveyor No. 967
State of Florida

NOTES:

These plans and elevations are compiled from plans and data supplied by ANSON / GROVE / HAUCK & Associates-Architects and Engineers, Order No. 6270, entitled CROMWELL WEST - SIX STORY WATERFRONT CONDOMINIUM, and supplemented by actual field surveys.

The Title to the Leased Areas labeled RECREATION UNIT, will be held by Cromwell Development Corp. and Leased by Individual Lessees to the owners of Condominium Apartment Units.

THIRD FLOOR PLAN
CROMWELL WEST, A CONDOMINIUM

FOR CROMWELL DEVELOPMENT CORP.

McLAUGHLIN ENGINEERING CO.
400 N.E. THIRD AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN: A.L.B.	DATE: 3-16-73	SCALE: 1" = 10'
CHECKED: R.T.S.	JOB NO. 7-0269	SHT. NO. 3

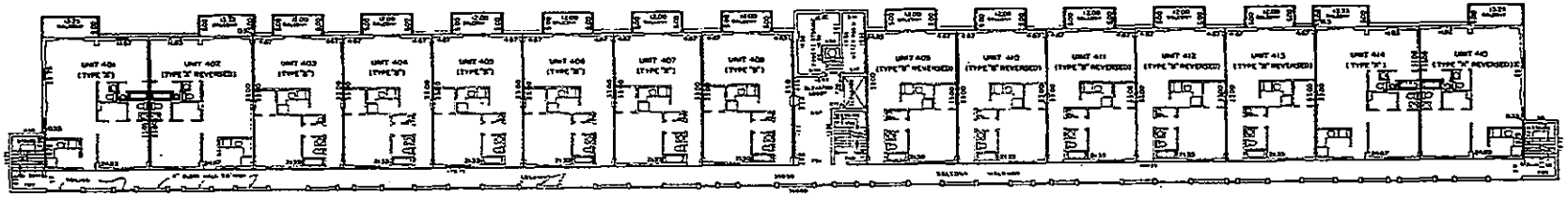
EXHIBIT "A-5"

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY CROMWELL DEVELOPMENT CORP.
OF
CROMWELL WEST, A CONDOMINIUM

SCALE IN FEET

REC 5218 PAGE 458

N



DESCRIPTION OF THE LAND:

Lots 20,21,22,23,24,25,26,27, and 28, Block 1, GULF POINT, according to the plat thereof recorded in Plat Book 53, Page 13, of the public records of Broward County, Florida

APARTMENT BOUNDARIES:

Each apartment unit shall include that part of the building containing the apartment unit 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 undecorated finished ceiling
   (b) Lower Boundary: The horizontal plane of the lower surfaces 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 undecorated 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 planes, 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 apartment.
   (b) Interior building walls - the vertical planes of center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:
   (1) Where walls between apartments are of varying thicknesses, or offset or 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) Where walls of different thickness abut with a finish side to that their center lines do not intersect, the plane of the center line of the thicker wall shall be extended into the thicker wall for a distance of such thickness of the thinner wall, and the boundary shall thence run at right angle to the plane of the center line of the thicker wall.

Elevations, in feet, of the upper and lower boundaries of the apartments are based on U.S.C.G.S. Mean Sea Level Datum (M.S.L.). Fourth floor includes thirteen (13) apartments, having the following elevations:

Upper Limits of Apartment : 40.62
Lower Limits of Apartment : 31.38

LIMITED COMMON ELEMENTS:

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. Subject to the terms and conditions of the recreation leases, each apartment owner shall have the exclusive right to use one parking space, and his partner with other apartment owners, shall have the right to use any unassigned parking spaces (any unassigned parking space means those spaces reserved for guests, employees, etc. of apartment owners). Each apartment owner shall have the exclusive right to use one storage compartment.

GENERAL COMMON ELEMENTS:

General common elements shall be all parts of the condominium not included within an apartment unit apartment or within a limited common element subject, however, to the terms and conditions of the recreation leases regulating the Recreation Unit.

CERTIFICATION:

This certificate, made this 6th day of March, 1973 by the undersigned engineering and surveying firm as made pursuant to the provisions of Section 718.104(4)(e) of the 1963 Florida Statutes and is a certificate that the construction description of the aforesaid survey, plot plan and description and other material in connection therewith, together with the wording of said Declaration of Condominium of Cromwell West, and legal descriptions thereof, and legal descriptions thereof, identification, location, dimensions and size of the common elements, limited common elements, and of each unit of CROMWELL WEST, A CONDOMINIUM, located in the City of Fort Lauderdale, Broward County, Florida.

McLaughlin Engineering Co.

By: _____
J.W. McLaughlin
Registered Engineer No. 2170
Registered Land Surveyor No. 1617
State of Florida

NOTES:

These plans and elevations are compiled from plans and data supplied by ANSON / GROVE / MUSIC & Associates- Architects and Engineers, Order No.6270, named CROMWELL WEST - SIX STORY WATERFRONT CONDOMINIUM, and supplemented by actual field surveys.

The Title to the Land Areas labeled RECREATION UNIT, will be owned by Cromwell Development Corp. and Leased by individual Lessees to the owners of Condominium Apartment Units.

FOURTH FLOOR PLAN
CROMWELL WEST, A CONDOMINIUM

FOR CROMWELL DEVELOPMENT CORP.

McLAUGHLIN ENGINEERING CO.
400 N.E. THIRD AVENUE
FORT LAUDERDALE, FLORIDA

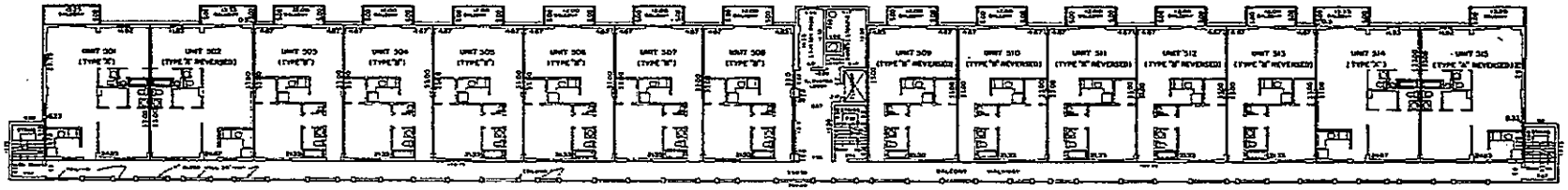
Drawn: M.L.B.	Date: 3-16-73	Scale: 1" = 10'
Checked: E.T.S.	Job No. A-1868	Sheet No. 5A

EXHIBIT "A-6"

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY CROMWELL DEVELOPMENT CORP.
OF
CROMWELL WEST, A CONDOMINIUM

OFF REC 5218 PAGE 459

N



DESCRIPTION OF THE LAND:

Lots 20,21,22,23,24,25,26,27, and 28, Block 1, GULF POINT, according to the plat thereof recorded in Plat Book 53, Page 13, of the public records of Broward County, Florida.

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 undecorated finished ceiling.

(b) Lower Boundary: The horizontal plane of the lower surfaces 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 undecorated 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 planes, 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 apartment.

(b) Interior building walls - the vertical planes of 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 in an intersection with the connecting bounding plane without regard to the plane of the center line of an interfering column or shaft.

(2) Where 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 thicker wall shall be extended only the thinner wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at right angle to the plane of the center line of the thicker wall.

Elevations, in feet, of the upper and lower boundaries of the apartments are based on U.S.C.& G.S. Mean Sea Level Datum (MSL). Typ. floor includes fifteen (15) apartments, having the following elevations:

Upper Limits of Apartment : 48.56
Lower Limits of Apartment : 40.02

LIMITED COMMON ELEMENTS:

Limited common elements means and includes those common elements which are reserved for the use of a certain or units to the exclusion of other units, Subject to the terms and conditions of the recreation leases, each apartment owner shall have the exclusive right to use one parking space, and together with other apartment owners shall have the right to use any unassigned parking space (any unassigned parking space means those spaces reserved for guest, visitors, etc. of apartment owners). Each apartment owner shall have the exclusive right to use one storage compartment.

GENERAL COMMON ELEMENTS:

General common elements shall be all parts of the condominium not included within an individual apartment or within a limited common element subject, however, to the terms and conditions of the recreation leases regulating the Recreation Unit.

CERTIFICATION:

This certificate, made this 16th day of March, 1973 by the undersigned engineering and surveying firm as made pursuant to the provisions of Section 711.08 (1)(e) of the 1963 Florida Statutes and is a correct survey including Condominium Document with the attached survey, plot plan and descriptions and other improvements constructed thereon, together with the wording of said Declaration of Condominium is sufficient representation thereof, and that there can be determined therefrom the identification, location, dimensions and size of the common elements, limited common elements, and of each unit in CROMWELL WEST, A CONDOMINIUM, located in the City of Fort Lauderdale, Broward County, Florida.

McLaughlin Engineering Co.

By: [signature]
Registered Land Surveyor No. 1616
State of Florida

SEAL

NOTES:

These plans and elevations are compiled from plans and data supplied by JACOBY / CROVE / HAACK & Associates-Architects and Engineers, Order No. 6221, entitled CROMWELL WEST-301 STORY WATERFRONT CONDOMINIUM, and supplemented by actual field surveys.

The Title to the Lands herein labeled RECREATION UNIT, will be owned by Cromwell Development Corp. and Leased by individual Leases to the owners of Condominium Apartment Units.

FIFTH FLOOR PLAN
CROMWELL WEST, A CONDOMINIUM
FOR CROMWELL DEVELOPMENT CORP.

McLAUGHLIN ENGINEERING CO.
400 N.E. THIRD AVENUE
FORT LAUDERDALE, FLORIDA

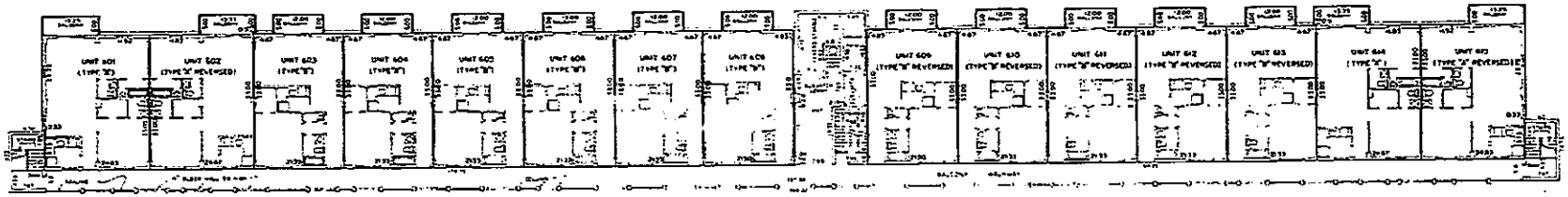
DRAWN: R.L.B.	DATE: 3-16-73	SCALE: 1" = 10'
CHECKED: T.F.B.	JOB NO. J-206	CE NO. 84

EXHIBIT "A-7"

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY CROMWELL DEVELOPMENT CORP.
OF
CROMWELL WEST, A CONDOMINIUM

OFF REC 5218 PAGE 460

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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 vertical (perimetrical) boundaries:
   (a) Upper Boundary: The horizontal plane of the undecorated finished ceiling.
   (b) Lower Boundary: The horizontal plane of the lower surfaces 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 undecorated 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 planes, 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 vertical surfaces serving such apartment.
   (b) Interior building walls: the vertical planes of center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:
   (1) where walls between apartments are of varying thickness, or about 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) where walls of different thickness abut with a flush side to their major center lines do not intersect, the plane of the center line of the thicker wall shall be extended into the thicker wall for a distance which is equal to half the thickness of the thinner wall, and the boundary shall change at right angle to the plane of the center line of the thicker wall.

Elevations, in feet, of the upper and lower boundaries of the apartments are based on USC&GS Mean Sea Level Datum (MSL). Sixth floor includes fifteen apartments, having the following elevations:

Upper Limits of Apartment : 58.99
Lower Limits of Apartment : 48.56

LIMITED COMMON ELEMENTS:

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. Subject to the terms and conditions of the recreation leases, each apartment owner shall have the exclusive right to use one parking space, and together with other apartment owners shall have the right to use any unassigned parking space within those spaces reserved for guests, invitees, etc. of apartment owners. Each apartment owner shall have the exclusive right to use one storage compartment.

GENERAL COMMON ELEMENTS:

General common elements shall be all parts of the condominium not included within an individual apartment or within a limited common element subject, however, to the terms and conditions of the recreation leases regulating the recreation land.

NOTES:

These plans and elevations are compiled from plans and data supplied by ANSON / GROVE / MEACE & Associates - Architects and Engineers, Comm. No. 6270, entitled CROMWELL WEST - SIX STORY WATERFRONT CONDOMINIUM, and supplemented by actual field surveys.

The Title to the Lands Above labeled RECREATION UNIT, is to be owned by Cromwell Development Corp and Leased by individual Lessees to the owners of Condominium Apartment Units.

DESCRIPTION OF THE LAND:

Lots 20,21,22,23,24,25,26,27, and 28, Block 1, GOLF POINT, according to the plat thereof recorded in Plat Book 33, Page 25, of the public records of Broward County, Florida.

CERTIFICATION:

This certificate, made and given this 4th day of March, 1973, by McLaughlin Engineering and Surveying, Florida, a corporation, pursuant to Section 711.08 (1)(g) of the 1963 Florida Statutes, and in full compliance with the provisions of said Section, that the condominium document with the attached survey, plot plan and description and other material in connection therewith, together with the wording of said Declaration of Condominium, is a correct representation of the improvements described, and that there can be determined therefrom, the identification, location, dimensions and size of the common elements, limited common elements and each unit of CROMWELL WEST, A CONDOMINIUM, located in the City of Fort Lauderdale, Broward County, Florida.

McLaughlin Engineering Co.

By: [signature]
Jon McLaughlin (for)
Registered Engineer No. 1713
Registered Land Surveyor No. 1617
State of Florida

SIXTH FLOOR PLAN
CROMWELL WEST, A CONDOMINIUM

FOR CROMWELL DEVELOPMENT CORP.

McLAUGHLIN ENGINEERING CO.
400 N.E. THIRD AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN W.L.R.	DATE 3-16-73	SCALE 1"=10'
CHECKED J.P.S.	JOB NO. 73-1015	SHEET NO. A-7

ARTICLES OF INCORPORATION

OF

CROMWELL WEST, 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 CROMWELL WEST, INC.

ARTICLE II.

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 III.

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.

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 execute and enjoy all 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.

EXHIBIT B

OFF. REC. 5218 PAGE 491

ARTICLE IV.

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 CROMWELL WEST, INC., a 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 CROMWELL WEST, INC. has been placed of record with the Clerk of the Circuit Court, the owners of the land upon which said condominium apartment buildings are being erected shall constitute the members of CROMWELL WEST, INC.

3. Membership in the corporation shall be established in the following methods:

A. The owners of the vacant land upon which CROMWELL WEST, INC., a 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 owners of any of said land.

B. Other persons shall become members of the corporation by the recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a change of record title 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 CROMWELL WEST, INC., a 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 V.

CORPORATE EXISTENCE

1. This corporation shall continue to exist so long as the condominium known as CROMWELL WEST, INC., a condominium, shall be in existence.

The corporation may be terminated by termination of CROMWELL WEST, INC., a condominium, in accordance with the conditions as set forth in the Declaration of Condominium and supporting documents.

ARTICLE VI.

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 VII.

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:

OFF REC 5218 PAGE 462

NAME	ADDRESS	TITLE
Mary Ellen Lucas	4770 Northwest Tenth Court Plantation, Florida 33313	President and Director
Virginia Dail	5200 Southwest Fourth Court Plantation, Florida 33314	Vice President and Director
Elaine Dawkins	5210 Southwest 28 Terrace Fort Lauderdale, Florida 33312	Secretary-Treasurer and Director

ARTICLE VIII.

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 IX.

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 one hundred (100%) per cent 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.

ARTICLE X.

ASSESSMENTS AND FUNDS

1. All assessments paid by the owners of condominium parcels (apartment units) for the maintenance and operation of CROMWELL WEST, INC., a 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 default or distribution of income.

OFF. REC. 5218 PAGE 463

ARTICLE XI.

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 willful 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 incorporators of the foregoing corporation, do hereby certify that the foregoing constitutes the proposed Articles of Incorporation of CROMWELL WEST, INC., a condominium.

WITNESS our hands and seals this 4th day of October, 1971.

/s/ MARY ELLEN LUCAS (SEAL)

/s/ VIRGINIA DAIL (SEAL)

/s/ ELAINE DAWKINS (SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared MARY ELLEN LUCAS, VIRGINIA DAIL and ELAINE DAWKINS, to me well known to be the persons described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, said County and State, this 4th day of October, 1971.

(SEAL)

/s/ RUTH M. SLACK
Notary Public

My Commission Expires: Jan. 3, 1973

FILED
OFF. REC. 5218 PAGE 464

BY-LAWS OF CROMWELL WEST, INC.

ARTICLE I. NAME AND LOCATION

Section 1. The name of this corporation shall be CROMWELL WEST, INC.

Section 2. Its principal place of business shall be located at 1731 S.E. 15th Street, Fort Lauderdale, Florida.

ARTICLE II. DEFINITIONS

Section 1. Apartment means a condominium parcel utilized for residential purposes, together with the undivided share in the common elements which is appurtenant to said condominium parcel.

Section 2. 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.

Section 3. Association means CROMWELL WEST, INC., a non-profit corporation responsible for the operation of this condominium.

Section 4. Common elements means the portions of the condominium property not included in the units.

Section 5. Common expenses means the expenses for which the unit owners are liable to the Association.

Section 6. 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.

Section 7. 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.

Section 8. Condominium parcel includes an apartment unit or the Recreation Unit together with the undivided share in the common elements which is appurtenant to the unit.

Section 9. Condominium property means and includes the land in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with this condominium. Included therein are the individual owners' rights in individual leases to the Recreation Unit which is a part of CROMWELL WEST, a Condominium.

Section 10. Developer means CROMWELL DEVELOPMENT CORP., a Florida corporation.

Section 11. Institutional first mortgage means a first mortgage originally executed and delivered to a bank, a federal savings association, 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 or undivided share in the common elements appurtenant to such apartment unit.

Section 12. 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.

Section 13. Majority, or majority of operating owners means apartment owners with 51% or more of the votes assigned in the condominium documents to the apartment owners for voting purposes.

Section 14. Operation, or operation of the condominium, means and includes the administration and management of the condominium property.

Section 15. Recreation Unit includes the recreation room and the recreational leasehold area upon which the pool and other recreational facilities are located. The ownership of the Recreation Unit will be retained by CROMWELL DEVELOPMENT CORP. and will be leased to the seventy-seven individual owners of apartments by seventy-seven individual leases.

Section 16. Unit means a part of the condominium property which is subject to private ownership.

Section 17. Unit owner or apartment owner means the owner of a condominium parcel.

OFF. REC. 5213 PAGE 465

ARTICLE III. 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 CROMWELL WEST, INC., a condominium, pursuant to the provisions of Chapter 63-35 of the General Laws of Florida 1963, as amended. The condominium to be operated and managed by this corporation shall be located upon the lands described in the Declaration of Condominium.

Section 2. CROMWELL WEST, INC., a condominium, was duly incorporated in the Office of the Secretary of State of Florida on the 6th day of October, 1971.

ARTICLE IV. MEMBERS

Section 1. All of the owners of condominium parcels (including both the owners of apartment units and the Recreation Unit) shall be members of this corporation. Upon recording of a deed or other instrument establishing a change of record title to a condominium parcel in the condominium, and the delivery to the corporation of a certified copy of said instrument, the new owner designated by said instrument shall become a member of the corporation, and the membership of the prior owner shall be thereby terminated.

Section 2. Voting by the owners of the condominium in the affairs of the corporation shall be on the basis of one (1) vote per apartment unit. The owners of the Recreation Unit shall not be entitled to vote in the affairs of the corporation; provided, however, that no amendment to the Declaration of Condominium, Articles of Incorporation, By-Laws, Rules and Regulations, forms of warranty deed, or forms of 99-year leases, may be amended, modified, or changed in any respect without the written consent of the owners of said Recreation Unit.

Section 3. No other person or legal entity may be a member of the corporation or vote in its affairs except for the rights accorded Developer under Article VI, hereof.

ARTICLE V. MEMBERS' MEETINGS

Section 1. The annual meeting of the members shall be held at 2:00 P.M. Eastern Standard Time on the fourth Thursday in March 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 Fort Lauderdale, 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 fourth Thursday in March of 1973. The holding of the first annual meeting of the members may be accelerated prior to the fourth Thursday in March of 1973 if, in the opinion of the Developer 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 the City of Fort Lauderdale, 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.

OFF 5215 PAGE 466

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 vote.

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 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 chairman of the meeting.
(b) Calling 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 and By-Laws of the corporation, or with the Statutes of the State of Florida, or the Declaration of Condominium.

ARTICLE VI. 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 by plurality vote. 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. The Developer shall have the right to elect a majority of the members of the Board of Directors of the Association until such time as sixty (60%) per cent of the individual apartment units have been sold to other owners, after which time they shall be entitled to elect at least three (3) members of the Board of Directors until such time as all of the individual apartment units have been sold to third party owners. Directors elected by Developer shall have the right to serve until the next annual meeting and until their successors have been duly elected and qualified, even though the percentage set forth above has been reached during the year prior to the holding of said annual meeting. The above special rights vested in Developer shall terminate after two years from the date of compliance by Developer with the terms of the Purchase Agreement and Escrow Receipt by Developer. This shall not modify the voting rights of Developer as to any unsold apartments.

It shall not be necessary for a member of the Board of Directors to be the owner of an individual condominium parcel if elected by Developer, as provided above. 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 an 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 the Association by Developer, 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 and by Developer, where applicable, at said annual meeting, and

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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 Developer prior to the time when the members elect all of the Directors, then in that event Developer 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, provided, however, that no Director elected by Developer may be removed without its written consent so long as it has the right to elect Directors in accordance with these By-Laws.

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 day 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 meetings 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 of a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 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 Board of 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.

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 and the condominium documents, subject only to

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such approval of the owners of the individual condominium parcels as may be required under these By-Laws, the Articles of Incorporation and the Condominium Documents.

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

A. Management and operation of the 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 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.

H. 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. To act as the agent of the owners of the individual condominium apartment units for the purpose of collecting the monthly rentals payable by said owners pursuant to the terms and conditions of the individual ninety-nine (99) year leases to the Recreation Unit and to pay the same to the owners of said Recreation Unit, and to assess the various owners of the individual condominium apartments for their proportionate share of the costs of maintenance, operating, taxes, insurance, etc., on the Recreation Unit and to pay any bills, charges or expenses incurred in connection therewith on behalf of said owners.

ARTICLE VII. 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 Board of Directors, any officer may be removed, whether 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 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 Vice-President is able to act, the Board of Directors shall appoint some other

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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 who may elect a successor to the vacant office who shall hold office for the balance of the unexpired term.

ARTICLE VIII. FINANCE

Section 1. The funds of the corporation shall be deposited in a bank 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 first 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 31st, 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 to the corporation for the maintenance and operation of the condominium shall be utilized by the corporation for the purposes of said assessments. Any excessive 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 held for the benefit of all of the members, in proportion to each member's share in the general common elements.

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ARTICLE IX. 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 purpose, 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.

Section 2. These By-Laws may be amended by the corporation at a duly constituted meeting for such purpose, 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.

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 percentage of votes 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 Declaration of Condominium, Articles of Incorporation, By-Laws, Rules and Regulations, form of warranty deed, or form of 99-year lease shall be effective without the written consent of the owners of the Recreation Unit and of Developer so long as it is the owner of any of the condominium parcels included within the condominium, provided, however, Developer's right to require its written consent of any such amendment shall expire three (3) years from the date of recording this Declaration.

Section 9. Prior to the closing of any of the purchases of individual owners of their purchase in the condominium, Developer, and the owners of the fee simple title to the Recreation Unit of the condominium, shall have the right to make changes in the Declaration of Condominium, and any of the exhibits thereto, 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 change or modify the voting rights of any member, or change the location of the individual apartment sold to a member, or substantially decrease the size of any apartment.

The foregoing were duly adopted as the By-Laws of the Association, being a corporation not for profit, under the laws of the State of Florida, at the first meeting of the Board of Directors on October 18, 1971.

/s/ Mary Ellen Lucas
President

/s/ Elaine Dawkins
Secretary

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RULES AND REGULATIONS

OF

CROMWELL WEST

A Condominium

1. SIGNS

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 unit without prior written consent of the Association.

2. IMPROVEMENTS AND EXTERIOR WALLS

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 improvement.

3. PAINTING

No exterior paint shall be applied upon any building without the prior written consent of the Association.

4. REFUSE

All trash, garbage or refuse shall be deposited in containers of a design approved by the Association, and no trash, garbage or refuse may be deposited or permitted to stand in or on the common halls or walkways or on the exterior of any building except in approved containers.

5. LAUNDRY

Laundry, rugs or other articles shall be hung indoors.

6. ANTENNA

No radio or television antenna or any wiring for any purpose may be installed on the exterior of a building without the written consent of the Association.

7. RECREATIONAL FACILITIES

The use of all of the leased recreational facilities located on CROMWELL WEST shall be regulated from time to time by the Board of Directors of CROMWELL WEST, INC. 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 members of CROMWELL WEST, a condominium. Said additional rules and regulations shall be mailed to each of the unit owners of CROMWELL WEST, a condominium, c/o their apartment in said condominium upon adoption of the same by the Board of Directors.

8. PETS

No pets may be kept on the premises of CROMWELL WEST, a condominium, by any member.

9. CHILDREN

No children under the age of twelve (12) years shall be permitted to permanently reside in CROMWELL WEST, a condominium.

10. TRUCKS, TRAILERS, BOATS, ETC.

No trucks, trailers, boats, buses or other type of work vehicle or truck shall be permitted to be parked within the boundaries of CROMWELL WEST, a condominium.

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EXHIBIT D

11. DOCK SPACE

The owner (Developer), CROMWELL DEVELOPMENT CORP., contemplates the construction of certain docks adjacent to the sea walls located on the leased Recreation Unit which is a part of CROMWELL WEST, a condominium. The maintenance and operation of said docks will be governed as follows:

A. The owner (Developer) reserves the right to lease said dock spaces to individual purchasers of apartments desiring to lease dock space. The interest of an owner leasing dock space shall be confined to a leasehold interest in the improvements and the space adjacent thereto.

B. The number of said docks and the amount of dock space available will be dependent upon whether or not the owner (Developer) is able to obtain the necessary permits from all governmental agencies having jurisdiction over the construction of the docks which the Developer intends to construct. In the event that the Developer is not able to construct all or any of said docks, the Developer shall have the right to construct such docks as are permitted, if any, and to lease the same to the individual purchasers of apartments in CROMWELL WEST, and to allocate on a priority basis the leasing of dock space.

C. In the event the Developer is able to construct said docks, the Developer will reserve a portion of said dock space for the common use of all leasehold interests in the various apartments in CROMWELL WEST, a condominium. The exact size and conformation of said common dock space will be dependent upon the number of dock spaces which the Developer is able to construct. The dock space which is ultimately constructed there and reserved for all of the owners in common shall be considered as a part of the Recreation Unit leased to owners in CROMWELL WEST, a condominium, and no charge shall be made by the Developer for the cost of constructing said common docks.

D. The remaining dock space as is ultimately constructed by the Developer will be owned by the Developer and leased to the owners of apartments in CROMWELL WEST, a condominium, in a manner hereinbefore described. Upon the leasing of a dock to an owner in said CROMWELL WEST, a condominium, said dock shall thereafter be used by said owner as an appurtenance to said apartment subject to the following conditions:

(1) The lessees of said docks shall be responsible for paying for the maintenance and repair of said docks and for keeping the same in a safe and sanitary condition. Said lessees shall also be responsible for providing their own public liability insurance, insuring said lessees, CROMWELL DEVELOPMENT CORP, or its assigns, and all of the other owners in CROMWELL WEST, a condominium, against the risks normally covered by said liability insurance, with limits of $300,000/300,000 personal injury, and $10,000.00 property damage. A Certificate of Insurance showing that such a policy has been validly issued and the premium paid for by said lessees shall be deposited with the Board of Directors of CROMWELL WEST, INC, and renewed from year to year.

(2) The lessees of said docks shall pay to CROMWELL WEST, INC, a monthly charge for the use of said docks. Said charge shall be for the purpose of defraying the cost of furnishing said docks with electric service, water service and the proportionate share of insurance and taxes allocable to said docks as are paid by CROMWELL WEST, INC. Said charge shall be reasonable and shall not include any charge for maintenance or depreciation. Said assessment shall be paid like all other special assessments, and is enforceable as such by CROMWELL WEST, INC.

(3) Said docks may be leased and used only by owners of apartments in CROMWELL WEST, a condominium, provided, however, that CROMWELL DEVELOPMENT CORP. shall have the right to own any of said unleased dock spaces until leased. CROMWELL DEVELOPMENT CORP. shall not be responsible for paying any assessments to CROMWELL WEST, INC. during its ownership of said dock spaces by reason of its ownership.

(4) The lessee of any dock space shall have the right to assign the same to any approved purchaser of said lessee's apartment at the time of the closing of the sale of said apartment. In the event that the purchaser of said apartment does not wish to lease said dock space, the selling lessee shall give notice to CROMWELL WEST, INC. of the fact that said purchaser does not desire to lease said dock space. In this event, CROMWELL WEST, INC. shall designate the next owner of an apartment in CROMWELL WEST, a condominium, having priority of application, as the lessee of said dock space to said selling lessee. The selling lessee shall, in this event, assign said leasehold interest in said dock space to the next other owner in CROMWELL WEST, a condominium, having priority of application, and said assignee of said dock space shall execute said assignment agreeing to assume all of the obligations of said lease, and agree to pay the rental called for in the same. An executed copy of said assignment shall be delivered to CROMWELL DEVELOPMENT CORP. or its successors or assigns, and upon delivery of said executed copy of said assignment, the assignee of said lease shall be entitled to utilize said dock space, subject to the terms and conditions of

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said lease; the terms and conditions of the Declaration of Condominium of CROMWELL WEST, a condominium, and all Exhibits attached thereto.

(5) In the event that the lessee of any dock space should fail to maintain and repair the dock space leased by him, CROMWELL WEST, INC. shall have the right to maintain the same or make said repairs, and to charge the same to said lessee as a special assessment, as authorized under Article IX, Section C. of the Declaration of Condominium, which shall be payable solely by the lessee of said dock space. If said assessment is not paid within the times provided therein, CROMWELL WEST, INC. shall have the right to invoke all of the penalties or rights accorded it under Article IX of the Declaration of Condominium.

(6) No lessee may utilize a boat moored at a dock for the purpose of living quarters, either for said lessee or for guests of said lessee.

(7) The lessee of a dock shall be responsible for keeping the area adjacent to his boat in a clean and sanitary condition at all times. No debris, trash, equipment or other tangible personal property may be stored or placed on said dock. No refinishing or major repairs shall be allowed to be performed by any lessee on his boat.

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WARRANTY DEED

THIS INDENTURE, made this day of , A.D., 19 , BETWEEN: CROMWELL DEVELOPMENT CORP., a Florida corporation, having its principal place of business in the County of Broward, in the State of Florida, Party of the First Part, and

whose permanent mailing address is

of the County of , in the State of , Parties 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 Dollars and other valuable considerations, to it in hand paid by the said Parties of the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Parties of the Second Part, their heirs and assigns, forever, the following described land, situate, lying and being in the County of Broward, State of Florida, and more particularly described as follows:

A condominium parcel designated as Apartment No. _____, of CROMWELL WEST, a Condominium, according to the Declaration of Condominium, dated 19 , and recorded in O. R. Book _____ at Page _____, of the Public Records of Broward County, Florida, together with all of the appurtenances thereto, all according to said Declaration of Condominium.

SUBJECT TO all of the provisions of the Declaration of Condominium and Exhibits thereto, and any and all restrictions, reservations, easements and limitations of record, Governmental zoning, building code, ordinances or regulations, which the Parties of the Second Part assume and agree to perform and abide by.

ALSO SUBJECT TO all taxes levied subsequent to the year 19 .

ALSO SUBJECT TO the terms of a 99-year lease to the Recreation Unit executed by the Party of the First Part, as Lessor, and the Parties of the Second Part, as Lessees, simultaneous with the execution and delivery of this Deed.

And the said Party of the First Part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

CROMWELL DEVELOPMENT CORP.

(Corporate Seal)

By: _____
President

Signed, sealed and delivered in the presence of us:

_____

_____

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SAL C. MIRENDA, President of CROMWELL DEVELOPMENT CORP., a Florida corporation, to me well known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as such officer of said corporation.

WITNESS my hand and official seal at Fort Lauderdale, Florida, this _____ day of _____, 19____.

My Commission Expires:

_____
Notary Public

EXHIBIT E

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L E A S E

THIS LEASE, made and entered into this _____ day of _____, 19____, by and between CROMWELL DEVELOPMENT CORP. as LESSOR and _____ _____ as LESSEES.

WITNESSETH:

That in consideration of the covenants and agreements hereinafter set forth to be performed by the parties hereto and the payment of the rental hereinafter designated by the Lessees in accordance with provisions of this Lease, the Lessor has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto the Lessees, their heirs and assigns, the following described real property situate in Broward County, Florida:

> An undivided one-seventy-seventh (1/77th) interest in and to the Recreational Unit which constitutes one of the Units of CROMWELL WEST, a condominium, according to the Declaration of Condominium thereof, recorded in O. R. Book , Page , of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the above described premises together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining, save and except the rents and other amounts due to the Lessor by the Lessees unto the said Lessees for a term of ninety-nine (99) years, commencing on the _____ day of _____, 19___, unless terminated prior to said date in accordance with the terms and conditions hereof.

1. TERM: The term of this Lease shall begin on the _____ day of _____, 19___, and shall run for a period of ninety-nine (99) years unless terminated prior to said date in accordance with the terms and provisions hereof.

2. POSSESSION: The Lessees have accepted possession of their undivided one-seventy-seventh (1/77th) interest in and to the above leasehold property, together with the improvements located thereon and shall be in peaceful possession of the same along with other Lessees and the Lessor so long as the Lessees are not in default under the terms of this Lease. At the expiration of said term, this Lease shall cease and the use of the demised property covered by this Lease shall be surrendered by the Lessees to the Lessor.

The possession of the Lessees consists of the non-exclusive right to utilize the demised premises along with other lessees and the Lessor, and the Lessor reserves the right to lease other undivided interests in the demised premises to the owners of apartments in CROMWELL WEST, a condominium.

3. TITLE: The Lessor covenants and agrees that it has lawful title to said premises free and clear of all liens and encumbrances except the following which Lessees assume and agree to take subject to:

A. All taxes and assessments subsequent to the year 1972.

B. Any and all easements, restrictions, reservations or limitations of record.

C. Governmental zoning of record, building laws, ordinances or regulations.

D. Questions of location, measurement and survey.

E. The Lessees at their expense, shall furnish such documentary stamps as may be required to be affixed to this Lease by the laws of the State of Florida, and shall pay for the recording of the same.

F. The terms and conditions of the Declaration of Condominium relating to CROMWELL WEST, a condominium.

4. RENTAL: The Lessees hereby covenant with the Lessor that they will pay to the Lessor, at such place as the Lessor may designate in writing from time to time, the following sums of money as rent for the use of the leased premises:

A. The Lessees agree to pay Lessor at such place as the Lessor may designate from time to time in writing, an annual rental of Three Hundred Sixty ($360.00) Dollars per year, which shall be payable in equal monthly installments in advance of Thirty ($30.00) Dollars per month commencing on the 1st day of _____, 19____, and monthly thereafter in advance on the 1st day of each and every calendar month throughout the term of this lease.

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B. It is agreed and understood that the rental to be paid to the Lessor is an undivided 1/77th portion of a net rental as hereinafter set forth in detail and that the Lessees shall be responsible for the payment of all taxes, assessments, costs of utilities, insurance premiums, maintenance, operating costs, or any other expense including sales or use tax levied by the State of Florida, incurred in connection therewith, all of which are to be paid by the Lessees.

C. In view of the fluctuating purchasing power of the dollar, the parties hereto desiring to adjust the above described rentals to such purchasing power, agree that adjustments shall be made in the annual rental from time to time as hereinafter provided so as to reflect as nearly as possible such fluctuations. The parties hereto adopt as a standard for measuring such fluctuations the Consumer Price Index (revised using the 1957-1959 average as equal to 100), United States average on all items and commodity groups issued by the Bureau of Labor Statistics of the United States Department of Labor, hereinafter referred to as the "Index." The average of the Index for the months of September, October and November, of 1972 shall be taken as the Basic Standard. The average of the Index for those months was and that figure is therefore the Basic Standard as that term is hereinafter used. The first adjustment shall be made at the end of the fifth year of the Lease so that it shall operate for the next five-year period. Thereafter, for the remainder of the term, adjustments shall be made every five years and shall be in effect to the next five-year period. These adjustments shall be made and the rental for the ensuing period shall be arrived at by multiplying the rental of $360.00---------- by a fraction, the numerator of which shall be the new Index figure and the denominator of which shall be the Basic Standard. The new Index figure will be the average for the months of September, October and Novemberof the lease year prior to that in which the adjustment is made. For example, the new Index figure would be taken from the months of September, October and Novemberof the fifth year and at the end of each five-year period.

It is understood that the above Index is now being published by the Bureau of Labor Statistics of the United States Department of Labor, monthly. Should it be published at other intervals so that the three months' average cannot be determined exactly as above contemplated for the Basic Standard, then the Basic Standard shall be arrived at from the Index or Indexes published by said Bureau most closely approximating such three months' interval. Should said Bureau of Labor Statistics change the manner of computing such Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use and the adjustment to the new Index shall be made on the basis of such conversion factor. Should the publication of said Index be discontinued by said Bureau of Labor Statistics, then such other Index as may be published by such Bureau most nearly approaching said discontinued Index shall be used in making the adjustments herein provided for. Should said Bureau discontinue the publication of an Index approximating the Index herein contemplated, then such Index as may be published by another United States Governmental Agency as most nearly approximates the Index herein first above referred to shall govern and be substituted as the Index to be used, subject to the application of an appropriate conversion factor to be furnished by the governmental agency publishing the adopted Index. If such governmental agency will not furnish such conversion factor, then the parties shall agree upon a conversion factor or a new Index and, in the event agreement cannot be reached as to such conversion factor or such new Index, then the parties hereto agree to submit to arbitrators chosen in the usual manner the selection of a new Index approximating as nearly as can be the Index hereinabove first contemplated which new Index may be the one published by a governmental agency or one published by a private agency and generally accepted and approved as an Index reflecting the contemplated fluctuation in the purchasing power of the dollar. Should there be no such publication by a governmental agency, then an Index prepared by a private agency generally accepted and approved as an Index reflecting the contemplated fluctuation in the purchasing power of the dollar shall be agreed upon by the parties hereto, or failing such agreement, a generally accepted and approved Index shall be selected by three arbitrators chosen in the usual manner. The selection of an Index by such arbitrators in either of the above events shall be binding upon the parties hereto. In no event shall the rental payable to the Lessors decrease below the basic rental payable under this Lease, as provided in Paragraph 4.A. above.

In the event of any controversy arising as to the proper adjustment for rental payments as herein provided, the Lessees shall continue paying the rental under the last preceding rental adjustment as herein provided until such time as said controversy has been settled, at which time an adjustment will be made retroactive to the beginning of the adjustment period in which the controversy arose.

5. FIRE, WIND, CASUALTY AND OTHER INSURANCE: Lessees at their sole cost and expense, shall keep the demised premises insured for the mutual benefit of Lessor and Lessees (as hereinafter provided) during the term of this Lease, against loss or damage by fire, hurricane, tornado, windstorm, and against loss or damage by any other risks now or hereafter embraced by "Extended Coverage," so called, in amount sufficient to prevent Lessor or Lessees from becoming a co-insurer under the terms of the applicable policies, but in any event in an amount not less than eighty (80%) per cent of the then "full replacement cost" exclusive of the cost of excavations, foundations and footings below the lowest basement floor. Such "full replacement cost" shall be determined from time to time (but not more frequently than once in any thirty-six (36) calendar months), at the request of Lessor by an appraiser, engineer, architect or contractor designated by Lessees and approved in writing by Lessor, (such approval not to be unreasonably

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withheld) and paid by Lessees. No omission on the part of the Lessor to request any such determination shall relieve Lessees of any of their obligations under this Paragraph 5.

Lessees at their sole cost and expense, but for the mutual benefit of Lessor and Lessees shall maintain:

A. Personal injury and property damage liability insurance, with respect to each new building, against claims for bodily injury, death or property damage, occurring thereon, in or about the demised premises or the elevators or any escalator therein and on, in or about the adjoining streets, property and passageways, such insurance to afford minimum protection, during the term of this Lease, of not less than $300,000.00 in respect to bodily injury or death to any one person, and of not less than $300,000.00 in respect of any one accident, and not less than $10,000.00 property damage arising out of any one accident.

B. Boiler insurance, if applicable, and if requested by Lessor, plate glass insurance in amounts reasonable and satisfactory to Lessor.

C. Such other insurance and in such amounts as may from time to time be reasonably required by Lessor against other insurable hazards which, at the time, are commonly insured against in the case of premises similarly situated, due regard being or to be given to the height and type of building, its construction, use and occupancy.

All insurance provided for in this paragraph 5. shall be effected under valid and enforceable policies issued by insurers of recognized responsibility, which shall be issued by the same insurer issuing the insurance om CROMWELL WEST, a condominium, and approved in the same manner as provided in Article X. of the Declaration of Condominium of CROMWELL WEST, a condominium. Within a reasonable time after the execution of this Lease and thereafter not less than thirty (30) days prior to the expiration dates of the expiring policies theretofore furnished pursuant to this Paragraph 5, originals (or the certificates of the Insurer's satisfactory to Lessor when the originals shall have been delivered to mortgagees) of the policies bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Lessor of such payment, shall be delivered by Lessees to Lessor. Said policy or policies referred to above may be the same policy covering the entire CROMWELL WEST, a condominium.

All policies of insurance hereinabove provided for shall name Lessor and Lessees as the insured, as their respective interests may appear. Such policies shall also be payable to any mortgagee as the interest of such mortgagee may appear. The loss, if any, under any policies provided for in such paragraphs shall be adjusted with the insurance companies (a) by Lessees and said mortgagee in the case of any particular casualty resulting in damage or destruction not exceeding $25,000.00 in the aggregate, or (b) by Lessor, Lessees and said mortgagees in the case of any particular casualty resulting in damage or destruction exceeding $25,000.00 in the aggregate. The proceeds of any such insurance shall be payable:

(1) To Lessees and to the mortgagee, if any, in the case of any particular casualty resulting in damage or destruction not exceeding $25,000.00 in the aggregate; or

(2) To Lessor in the case of any particular casualty resulting in damage or destruction exceeding $25,000.00 in the aggregate for the purposes set forth in Paragraph 14. of this Lease.

All policies hereinabove provided for shall provide that the loss, if any thereunder, shall be adjusted and paid as hereinabove provided.

Each such policy or certificate therefor issued by the insurer shall contain an agreement by the insurer that such policy shall not be cancelled without at least ten (10) days prior written notice to Lessor.

In the event of failure on the part of the Lessees to provide or obtain any insurance coverage required hereunder, Lessor shall have the right (but not the obligation) to obtain insurance in accordance with the requirements of this Paragraph 5., in which event all sums paid by the Lessor by way of premium payments or otherwise, in connection with the said insurance, shall be additional rent and shall become due and payable immediately upon demand by the Lessor. The Lessees herein do hereby appoint as Lessees' agent, CROMWELL WEST, INC., a Florida corporation, for the purpose of obtaining the above necessary policy or policies for the use and benefit of Lessees or other lessees.

6. LESSOR'S RIGHT TO PERFORM LESSEES' COVENANTS: If Lessees shall at any time fail to pay any sums due under this Lease in accordance with the provisions of this Lease, or to take out, pay for, or maintain any of the insurance policies provided for in Paragraph 5. hereof, or shall fail to make any other payment or perform any other act on their part to be made or performed, then Lessor, after ten (10) days' written notice to Lessees (or without notice in case of an emergency) and without waiving or releasing

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Lessees from any obligation of Lessees contained in this Lease, may (but shall be under no obligation to)

A. Pay any sum payable by Lessees pursuant to the provisions of this Lease, or

B. Take out, pay for and maintain any of the insurance policies provided for in Paragraph 5. hereof.

C. Make any other payment or perform any other act on Lessees' part to be made or performed as in this Lease provided;

and may enter upon the demised premises for such purpose and take all such action thereon as may be reasonably necessary therefor.

All sums so paid by Lessor and all costs and expenses incurred by Lessor in connection with the performance of any such act, together with interest thereon at the rate of eight (8%) per cent per annum from the respective dates of Lessor's making of each such payment shall constitute additional rent payable by Lessees under this Lease and shall be paid by Lessees to Lessor on demand, and Lessor shall not be limited in the proof of any damages which Lessor may claim against Lessees arising out of or by reason of Lessees' failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Lessees, and which would have been payable upon such insurance, but Lessor shall also be entitled to recover as damages for such breach the uninsured amount of any loss, to the extent of any deficiency in the insurance required by the provisions of this Lease. Moreover, any such damages so recovered by the Lessor shall be subject to the provisions of Paragraph 14. hereof. Upon the expiration of this Lease, the unearned premiums upon any such insurance policies lodged with Lessor by Lessees shall be apportioned if Lessees shall not then be in default in the performance of any of Lessees' covenants, agreements and undertakings in this Lease.

7. REPAIRS AND MAINTENANCE OF THE PROPERTY: Throughout the term of this Lease, Lessees at their sole cost and expense, will take good care of the demised premises and the seawalls, sidewalks and curbs adjoining the demised premises and will keep the same in good order and condition, and make all necessary repairs thereto, interior and exterior, structural, non-structural, ordinary and extraordinary, and unforeseen and foreseen. When used in this Paragraph 7, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by Lessees shall be equal in quality and class to the original work. Lessees will do or cause others to do all necessary shoring of foundations and walls of any building or seawalls, and every other act or thing for the safety and preservation thereof which may be necessary by reason of any erosion, excavation or other building operation upon any adjoining property or street, alley or passageway.

The necessity for and adequacy of repairs to any building or other improvement pursuant to Paragraph 7. hereof shall be measured by the standard which is appropriate for buildings of similar construction and class, provided that Lessees shall in any event make all repairs necessary to avoid any structural damage or injury to any building or other improvement.

8. TAXES: Lessees agree that as part of the consideration for this Lease, they will pay any and all real estate taxes or special assessments levied against the land and improvements of the property covered by this Lease during the term of this Lease, and in the event the Lessees shall fail to pay and cause discharge of the same when due, the Lessor may pay the same and such amounts paid, including any penalties and interest, shall be added to the rentals due hereunder and payable to the Lessor by the Lessees upon the next rental payment due.

The parties understand and agree that the Lessees shall pay the taxes and other charges as enumerated in this numbered paragraph, and shall deliver official receipts evidencing such payment to the Lessor at the same place as is then designated by the Lessor as the place at which rental payments are required to be made, which payment of taxes shall be made and said receipts delivered at least thirty (30) days before the said tax itself would become delinquent, in accordance with the law then in force governing the payment of such tax or taxes. If, however, the Lessees desire to contest the validity of any tax or tax claim, the Lessees may do so without being in default hereunder as to their obligation to pay taxes; provided the Lessees give the Lessor notice of their intention to do so and furnish the Lessor with a bond with surety made by a surety company qualified to do business in the State of Florida, or a cash bond, in one and one-half times the amount of the tax item or the items intended to be contested, conditioned to pay the tax item or items when the validity thereof shall finally have been determined, which said written notice and bond shall be given by the Lessees to the Lessor not later than a day which is thirty (30) days before the tax item or items proposed to be contested would otherwise become delinquent. The failure of the Lessees to pay taxes or other charges, as enumerated in this numbered paragraph, and furnish the receipts thereof, or to furnish the written notice and bond referred to herein, not later than thirty (30) days before the said tax or taxes or any item of them would become delinquent, shall constitute the Lessees in default under this Lease at Lessor's option, as hereinafter set forth.

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9. UTILITY CHARGES: The Lessees agree and covenant to pay all charges for utilities, whether they are supplied by a public or private firm, and to pay them monthly or as they come due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer and any other type of utility, or any other type of service charge.

10. COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES: The Lessees covenant and agree that they will, at their own expense, make such improvements on the premises and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over said property in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, and other similar requirements designated to protect the public.

11. LAWFUL USE OF PREMISES: The Lessees covenant and agree that during the term of this Lease the property covered by this Lease shall be used solely for recreational purposes, for the use and benefit of members of CROMWELL WEST, a condominium, or their authorized sublessees, guests or licensees.

The Lessees further covenant and agree that during the term hereof, they will not permit the same to be used for any illegal or immoral purpose, business or occupation; provided that a violation of this paragraph shall operate as a breach of this Lease only in the event that the property herein described shall be closed or abated by the proper legal authorities for any illegal or immoral purpose, business or occupation, and Lessees have failed to abate such conditions or have failed to take reasonable steps to obtain such abatement, within thirty (30) days after such closing. In the event of such failure on the part of the Lessees, and the exercise of Lessor's option to treat the same as a breach of the Lease, such breach and the right to terminate shall exist only after the expiration of thirty (30) days' written notice and demand for the abatement of such condition.

12. INSPECTION OF PREMISES: The Lessees agree and covenant that the Lessor, or its agents, at all reasonable times and during all reasonable hours, shall have free access to said demised premises and to any buildings or structures that may at any time be thereon, or any part thereof, for the purpose of examining or inspecting the condition of the same or if exercising any right or power reserved to the Lessor, under the terms and provisions of this indenture.

13. LIENS CREATED BY LESSEES: The Lessees covenant and agree that they have no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the Lessor in and to the real property covered by this Lease, and that no person shall ever be entitled to any lien directly or indirectly derived through or under them, or their agents, or servants, or on account of any act or remission of the Lessees, which lien shall be superior to the interest of this Lease reserved to the Lessor upon the leased premises. All persons contracting with the Lessees, or furnishing materials or labor to the Lessees, or to their agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease, in accordance with the provisions of Chapter 713.10, Florida Statutes. Should any such lien be filed, the Lessees shall discharge the same by paying it or by filing a bond or otherwise as permitted by law.

14. DAMAGE OR DESTRUCTION: In case of casualty to the demised premises resulting in damage or destruction exceeding $5,000.00 in the aggregate, Lessees will promptly give written notice thereof to Lessor. Lessees shall, at their sole cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, restore, repair, replace, rebuild (including the demolition of a damaged building, if necessary) or alter the demised premises, regardless of the amount of damage or destruction, as nearly as possible to its value, condition and character immediately prior to such damage or destruction. Such restoration, repairs, replacements, rebuilding, demolition or alterations shall be commenced promptly and prosecuted with reasonable diligence.

All insurance money paid to Lessor on account of such damage or destruction, less the actual cost, fees and expenses, if any incurred in connection with adjustment of the loss, shall be applied by Lessor to the payment of the cost of the aforesaid demolition, restoration, repairs, replacement, rebuilding or alterations, and shall be paid from time to time as such restoration progresses upon the written request of Lessees which shall be accompanied by the following:

A. A certificate signed by Lessees, dated not more than thirty (30) days prior to such request, setting forth the following:

(1) That the sum then requested either has been paid by Lessees or is justly due to contractors, sub-contractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials for the restoration therein specified, and giving a brief description of such services and materials and the several amounts so paid or due to each of said persons in respect thereof, and stating that no part of such expenditures has been or is being made the basis in any previous or then pending request for the withdrawal of insurance money or has been made out of the proceeds of insurance received by Lessees, and that the sum then requested does not exceed the

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value of the services and materials described in the certificate.

(2) That except for the amount, if any stated, pursuant to the foregoing subparagraph A.(1) in such certificate to be due for services or materials, there is no outstanding indebtedness known to the persons signing such certificate, after due inquiry which is then due for labor, wages, materials, supplies or services in connection with such restoration which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's, or materialmen's statutory or similar lien upon such restoration or upon the demised premises or any part thereof or upon Lessees' leasehold interest therein.

B. An opinion of counsel or other evidence, reasonably satisfactory to Lessor to the effect that there had not been filed with respect to the demised premises or any part thereof or upon Lessees' leasehold interest therein any vendor's, mechanic's, laborer's, materialmen's, or other lien which has not been discharged of record, except such as will be discharged by payment of the amount then requested.

In the event that any such restoration involves expenditures in excess of $25,000.00, the certificate required by Clause A. of this numbered paragraph shall be a certificate signed by the architect or engineer in charge of the restoration who shall be selected by Lessees and who shall be a licensed architect licensed to do business in Broward County.

If the insurance money at the time held by Lessor, less the actual cost, fees and expense, if any, incurred in connection with the adjustment of the loss, shall be insufficient to pay the entire cost of such restoration, Lessees will pay the deficiency.

Upon receipt by Lessor of satisfactory evidence of the character required by paragraphs A. and B. of this paragraph 14, that the restoration has been completed and paid for in full, and that there are no liens of the character referred to therein, any balance of the insurance money at the time held by Lessor shall be paid to Lessees.

All such insurance moneys received by Lessor shall be held by Lessor in a separate bank account as trust funds until applied as aforesaid.

15. CHANGES AND ALTERATIONS BY LESSEES: Lessees shall have the right at any time and from time to time during the term of this Lease to make, at their sole cost and expense, changes and alterations in any building hereafter erected on the demised premises, provided an "Event of Default" as defined in Paragraph 25, shall not have occurred, subject, however, in all cases to the following:

A. No single structural change or alteration costing more than $25,000.00 shall be undertaken except after twenty (20) days prior written notice to Lessor.

B. No change or alteration which would change the character or the structure or the size of the building or other improvements shall be made in any event without the prior written consent of Lessor, such consent not to be withheld if the change or alteration does not impair the value or usefulness of the building or any part thereof.

C. No change or alteration shall be undertaken until Lessees shall have procured and paid for, so far as the same may be required from time to time, all permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction.

D. Any structural change or alteration involving an estimated cost of $25,000.00 or more shall be conducted under the supervision of a licensed architect or engineer licensed in Broward County, selected by Lessees, and no such structural change or alteration shall be made except in accordance with detailed plans and specifications and cost estimates prepared and approved in writing by such architect or engineer and submitted to Lessor.

E. Any change or alteration shall, when completed, be of such a character as not to reduce the value of the demised premises below its value immediately before such change or alteration.

F. Any change or alteration shall be made promptly (unavoidable delays excepted) and in a good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, and in accordance with orders, rules and regulations of the National Board of Fire Underwriters, or any other body or bodies hereafter exercising similar functions.

G. The cost of any such change or alteration shall be paid by Lessees so that the demised premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the demised premises.

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H. General Liability insurance for the mutual benefit of Lessees and Lessor with limits of not less than $300,000.00 in the event of bodily injury or death to one person, and not less than $300,000.00 in the event of bodily injury or death to any number of persons in any one accident, shall be maintained by Lessees at Lessees' sole cost and expense at all times when any work is in process in connection with any change or alteration. All such insurance shall be in a company or companies satisfactory to the Lessor and all policies or certificates therefor issued by the respective insurers, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Lessor of such payment, shall be delivered to Lessor.

I. If the estimated cost of such structural change or alterations shall be $25,000.00 or more, Lessees, at Lessees' sole cost and expense, shall furnish to Lessor a surety company completion bond, issued by a company reasonably acceptable to Lessor, or other securities satisfactory to Lessor, in an amount at least equal to the estimated cost of such change or alteration, guaranteeing the completion thereof within a reasonable time, free and clear of all encumbrances, chattel mortgages, conditional bills of sale, and other charges, and in accordance with the plans and specifications approved by Lessor.

16. CONDEMNATION:

A. If at any time during the term of this Lease the whole or substantially all of the demised premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, or by agreement between Lessor, Lessees and those authorized to exercise such right, this Lease and the term hereof, shall terminate and expire on the date of such taking, and the net rent, additional rent and other sum or sums of money and other charges herein reserved and provided to be paid by Lessees shall be apportioned and paid to the date of such taking. The equity assigned to the Recreational Unit in the Declaration of Condominium of CROMWELL WEST, a Condominium, shall determine the portion of the overall award payable to the Lessor in the event that CROMWELL WEST, a Condominium, is condemned, as aforesaid.

B. Except as hereinafter otherwise specifically provided, if less than the whole or less than substantially all of the demised premises shall be taken, as aforesaid, this Lease and the term hereof shall continue, without reduction, abatement or effect of any nature whatsoever upon said term or the liability of Lessees to pay in full the additional rent and other sum or sums of money and charges herein reserved and provided to be paid by Lessees, but the annual net rent thereafter payable by Lessees shall be apportioned and reduced as of, and from, the date of each such partial taking by an amount equivalent to ten (10%) per cent of the net award or awards (after reasonable fees and expenses of collection) ultimately received and retained by Lessor, pursuant to the provisions of sub-paragraph C. of this paragraph, in connection with the partial taking occasioning the particular apportionment and reduction, each such apportionment and reduction to be made only when and as the particular net award to which Lessor is entitled shall ultimately and finally be determined to be due to Lessor.

C. The rights of Lessor and Lessees in and to the net award or awards (after reasonable fees and expenses of collection) upon any such undertakings, shall be determined as follows:

(1) In the event of any such taking, partial, whole or substantially all, as the case may be, Lessor shall always be entitled to receive such portion of the award therefor, with the interest thereon, as shall represent compensation for the Recreational Unit or the part thereof so taken free and clear of leases as of the date of taking;

(2) Lessees shall be entitled to receive any balance of any such award or awards remaining after Lessor shall be paid as hereinabove in subparagraph (1) of Subparagraph C. herein provided, subject, however, to the later provisions of this paragraph.

D. Except as otherwise provided in Paragraph 16.of this Lease, the Lessees shall have no rights arising out of the termination of this Lease pursuant to subparagraph A. of this paragraph. In the event of any taking in this paragraph referred to, the Lessees shall not be entitled to any payment based, inter alia, upon the value of the unexpired term of this Lease or any renewal thereof, consequential damages to the land or building not so taken or the diminution of the assemblage or plottage value of the land or building not so taken.

E. If any new building or buildings or improvements or any replacement thereof shall be damaged or partially destroyed by any such taking of less than all or substantially all thereof, Lessees shall give prompt notice thereof to Lessor, and Lessees shall proceed with reasonable diligence to conduct any necessary demolition and to repair, replace or rebuild, at Lessees' own cost and expense, any remaining part of said new building and improvements or of any replacement thereof not so taken so as to constitute such remaining part thereof a complete building in good condition and repair; and Lessees shall hold that portion, if any, of any award which represents consequential damages to said new building and improvements or any replacement thereof, or to the part of said building and improvements or replacements thereof,

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not so taken, together with the right to receive such portion, and together with any award or awards or portion of the award or awards received by Lessees under the provisions of subparagraph C, of this paragraph, in trust to apply the same to the cost and expense of such demolition, repairing, replacing and rebuilding, by whomsoever incurred. If the conduct of any demolition or work necessary to repair, replace or rebuild any damage to or destruction of the new building and improvements or any replacement or replacements thereof shall equal or exceed an aggregate cost of $25,000.00, the same shall be conducted under the supervision of an architect or engineer licensed in Broward County, selected by Lessees and such work shall be done in accordance with plans and specifications prepared and approved in writing by such architect or engineer and submitted to Lessor.

F. If the temporary use of the whole or any part of the demised premises shall be taken at any time during the term of this Lease for any public or quasi-public purpose by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between Lessees and those authorized to exercise such right, the term of this Lease shall not be reduced or affected in any way, and Lessees shall continue to pay in full the net rent, additional rent and other sums of money and charges herein reserved and provided to be paid by Lessees and, if possession of the demised premises shall revert to Lessees prior to the expiration of the term of this Lease, Lessees shall, at their sole expense, restore the demised premises to its condition prior to the taking and in all other respects indemnify and save harmless Lessor from the effects of such taking so that the demised premises in every respect shall, upon completion of such restoration, be the same as though no such taking had occurred. All questions with respect to the disposition of any lump sum payments made by any body having powers of eminent domain shall be determined by the appropriate court having jurisdiction thereof.

17. MORTGAGES, ASSIGNMENTS AND SUB-LEASES:

A. Lessees shall not mortgage, hypothecate, pledge or assign the Lease or sublet all or any portion of the demised premises except as hereinafter specifically permitted.

B. The Lessees may assign their interest in and to this Lease only to the owners of an apartment unit in CROMWELL WEST, a Condominium, provided that at the time of such assignment the Lessees shall not be in default in any of the covenants, agreements, provisions and conditions herein contained to be kept, observed and performed by the Lessees, and shall have paid all impositions of every kind which shall have accrued under this Lease at the date of any such assignment; provided, also such assignment by the Lessees shall be bona fide, and shall be evidenced by an instrument in writing, duly executed under seal and acknowledged by the assignee, and within ten (10) days after the execution thereof, duly recorded in the office of the Clerk of Broward County, wherein and whereby such assignee of Lessees shall expressly accept and assume all the terms, agreements, provisions and conditions in this Lease contained to be kept, observed and performed by the Lessees.

Lessor agrees that this Lease shall be freely assignable so long as this Lease is in good standing, subject, however, to the terms and conditions as set forth in the Declaration of Condominium of CROMWELL WEST and the By-Laws of CROMWELL WEST, INC., both of the same having been previously recorded with the Clerk of the Circuit Court of Broward County, Florida, and the Lessees covenant and agree that they will not make any assignment or transfer unless the assignee shall expressly assume and agree to perform each and every one of the conditions and covenants of this Lease on the part of the Lessees to be performed by written instrument, duly executed in accordance with the laws of the State of Florida, and forthwith filed for record in the Office of the Clerk of the Circuit Court of Broward County, Florida, and an original copy thereof delivered to the Lessor. From and after the making of any assignment of this Lease in full compliance with this section thereof, there shall exist no further liability under this Lease against the Lessees herein named, or the then Lessee-assignor, such liability passing under an instrument of assignment or transfer to the assignee, except that such assignment shall not affect any change or modification in the provisions with respect to Lessor's rights and remedies under this Lease.

The Lessees agree that they shall not assign this Lease to any person or legal entity unless simultaneous therewith the Lessees have conveyed to said third person or legal entity all of their right, title or interest in and to the apartment owned by them in CROMWELL WEST, a Condominium. Any other attempted assignment shall be null and void.

For the purpose of enabling the Lessees to assure the proposed assignee that the Lease is in good standing and that there is then no existing default on the part of the Lessees therein, the Lessor covenants and agrees with the Lessees that the Lessor will, upon receipt of notice of the proposed assignment, by Registered Mail, and within thirty (30) days after receipt of such notice, apprise the Lessees in writing of the existence or non-existence of any default on the part of the Lessees in the Lease, and if the Lessor fails to do so, then such failure shall have the effect of a

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representation by the Lessor unto the proposed assignee that there exists then no defaults on the part of the Lessees in the performance or observance of any of the conditions or covenants of this Lease. Notice or the consequent reply shall be deemed given and then shall begin to run when said notice or the consequent rely is deposited in the United States Mails, by Registered Mail, with sufficient postage prepaid thereon to carry the same to its address, and the same shall be addressed to the Lessor, or the Lessees, at the places and in the manner described as being the last places for giving notice; provided, however, that any assignment must include the Lessees' entire interest in the demised premises.

Lessor further agrees that the Lessees may sublet or sublease their interest in the demised premises as Lessees shall see fit to do so long as this Lease is in good standing; provided however, that any such subleasing or subleasing shall require the sub-tenants or the sublessees to abide by all of the terms of this Lease, subject, however, to the terms and conditions as set forth in the Declaration of Condominium of CROMWELL WEST and of the By-Laws of CROMWELL WEST, INC., both of the same having been previously recorded with the Clerk of the Circuit Court of Broward County, Florida. It is understood and agreed that forfeiture or termination of this Lease shall automatically effect a forfeiture and termination of all subleases; and further provided that any subleasing shall not relieve the Lessees or their assigns from any obligation under this Lease.

The Lessees may submit their interest in the demised premises only to a sublessee who is also the sublessee of the Lessees' apartment in CROMWELL WEST.

No sublessee, however, shall be liable to the Lessor in connection with any of the rents due the Lessor or covenants under this Lease.

Should the Lessees at any time execute an authorized mortgage, as defined in the Declaration of Condominium, on his or her individual condominium unit, the same shall be considered as encumbering the Lessees' undivided one-seventy-seventh (1/77th) leasehold interest as an appurtenance to the Lessees' ownership of said condominium unit, and it shall not be necessary to describe this leasehold interest in said mortgage, the lien of said mortgage shall be considered a lien against the Lessees' leasehold interest.

C. The Lessees agree at any time and from time to time upon not less than twenty (20) days' prior written request by the Lessor, to execute, acknowledge and deliver to the Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the dates to which the next rent and other charges have been paid in advance, if any, and whether or not there is any existing default by the Lessees and (with respect to Lessor's certification) known to the Lessor, or notice of default served by the Lessor, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the fee or a mortgagee or assignee of any mortgage upon the fee of the demised premises. A copy of such statement shall be delivered to the holder of any mortgage.

D. Nothing in this Lease contained shall prevent the Lessor from at any time conveying by deed or encumbering by way of mortgage their fee title to the demised premises; such deed or mortgage or mortgages, however, shall be in all respects subject and subordinate to this Lease.

18. INDEMNIFICATION AGAINST CLAIMS: The Lessees shall indemnify and save harmless the Lessor from and against any and all claims, suits, actions, damages, and/or causes of action arising during the term of this Lease for any personal injury, loss of life, and/or damages to property sustained in, or about the demised premises and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or in the defense of any action or proceeding, brought thereon, and from and against any orders, judgments and/or decrees, which may be entered therein.

19. INDEMNIFICATION AGAINST COSTS AND CHARGES: In the event Lessor is compelled to incur any expense in collecting any sum of money due under this Lease for rent or otherwise or, in the event suit shall be brought by the Lessor for the purpose of compelling the payment of any other sum which should be paid by the Lessees under the terms hereof, or for the purpose of enforcing performance by the Lessees of any of the several agreements, conditions and covenants contained herein, the Lessees covenant and agree to pay to the Lessor all expenses and costs of litigation, including a reasonable attorney's fee for the Lessor's attorney, provided such suit terminates in favor of the Lessor.

Any sums due under the terms and provisions of this paragraph may be properly taxed by a court of competent jurisdiction against the Lessees.

Any sum due under the terms and provisions of this paragraph shall constitute a lien against the interest of the Lessees in the premises and their property thereon to the same extent and on the same conditions as delinquent rent would constitute a lien upon said premises and property.

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20. ACCEPTANCE OF PREMISES: It is further covenanted and agreed that the Lessees, in acquiring this Lease, have done so as the result of a personal inspection of the premises by their duly authorized representative and that no oral representations of any kind or nature whatsoever have been made by the Lessor, and that only the terms of this Lease are to be binding upon the Lessor and the Lessees.

21. WAIVER: It is covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same covenants.

22. INTEREST: All sums of money required to be paid by the Lessees to the Lessor shall bear interest from due date, or maturity thereof, at the rate of eight (8%) per cent per annum until paid, which interest shall be due and payable to the Lessor upon written demand.

23. BANKRUPTCY OF LESSEES: Should the Lessees at any time during the term of this Lease, directly or indirectly, suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against them, or in any manner invoke the aid of the bankruptcy court in whatever form, or to make an assignment for the benefit of their creditors, or should a receiver or trustee be appointed for the Lessees' property, or should any order of any court of competent jurisdiction be entered continuing the Lessees in possession of the leased property, or should the Lessees' leasehold interest be levied upon and the lien thereof not discharged within thirty (30) days after said levy has been made, or should the Lessees fail to promptly pay when due all taxes of whatever kind required to be paid to the state or federal governments or any subdivision thereof, then and upon the happening of either or any of the aforesaid events, the Lessor shall have the right, at its election, to consider the same a material default on the part of the Lessees of the terms and provisions hereof, and, in the event such default is not cured by the Lessees within a period of thirty (30) days from the date of the giving by the Lessor of written notice to the Lessees of the existence of such default, the Lessor shall have the option of declaring this Lease terminated and the interest of the Lessees forfeited, or the Lessor may exercise any other options herein conferred upon it. The pendency of proceedings to which the Lessees shall be a party shall not preclude the Lessor from exercising the option herein conferred upon it. In the event the Lessees or the trustee or receiver of the Lessees' property shall seek an injunction against the Lessor's exercise of the option herein conferred, such action on the part of the Lessees, or their trustee or receiver shall automatically terminate this Lease as of the date of the making of such application. In the event the court shall enjoin the Lessor from exercising the option herein conferred upon it, such injunction shall automatically terminate this Lease as of the date of the making of such application. Upon the termination of the Lease at the Lessor's option, and/or as herein otherwise provided, it shall become the mandatory duty of the Court, as a matter of law, to require the redelivery of the entire leased premises and all of the Lessees' property thereon situated, in a summary proceeding to the Lessor, upon mere motion or petition of the Lessor. All revenues derived or accruing from the leased premises subsequent to the date of the termination of said Lease shall constitute the property of the Lessor, and the same is hereby declared to be a trust fund and shall not constitute any asset of the Lessees or any trustee or receiver apppointed for the Lessees' property.

24. STATUTORY REMEDIES: Lessees recognize the validity and applicability of the summary remedies provided by the Statutes of the State of Florida for the protection of landlords' rights.

The Lessees recognize that by virtue of the decisional law of the State of Florida, Sections 83.06, 83.05 and 83.08, Florida Statutes, 1953, are treated and considered as being a part of this indenture.

It is not the intention of the parties to shorten any of the periods of notice required in this Lease by adopting the foregoing provisions.

25. DEFAULT: It is covenanted and agreed by and between the parties hereto that in the event at any time of a default in the terms of this Lease upon the part of the Lessees for the periods hereinafter set forth, then and in that event it shall and may be lawful for the Lessor, at its election, to declare said demised term ended and to re-enter into said demised premises and the building or buildings and improvements situated thereon or any part thereof, either with or without chases of law, the Lessees hereby waiving any demand for possession of the said demised premises and any and all buildings and improvements situated thereon.

A. A default on the part of the Lessees for a period of fifteen (15) days in making any payment of rental due on this Lease or any sales or use tax levied on said rental without any notice to the Lessees being required.

B. A default upon the part of the Lessees in paying any other taxes which are the obligation of the Lessees within fifteen (15) days prior to the time when the same

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become delinquent, without any notice to the Lessees being required.

C. A default on the part of the Lessees for a period of fifteen (15) days in making any payment of assessments due CROMWELL WEST, a Condominium, or in making any payment due the holder of any institutional first mortgage which constitutes a lien against said owner's apartment, without any notice to the Lessees being required.

D. Inasmuch as the Lessor's security for the payment of rental called for under this Lease is a lien, as hereinafter provided, the termination of CROMWELL WEST, a Condominium, in accordance with the covenants of the Declaration of Condominium, shall constitute a default in the terms of this Lease without any notice being required to the Lessees.

E. In the event that the Lessees should fail to perform or become in default in any of the other covenants of this Lease by them to be kept or performed, and any such failures or defaults shall be continued for thirty (30) days after notice thereof in writing by the Lessor to the Lessees specifying the default complained of.

F. During any of the above periods, if the Lessees cure the default, the Lease shall be deemed restored in good standing.

G. The Lessees further covenant and agree that upon the termination of the said demised term at such election of the said Lessor, or in any other way, the Lessees will surrender and deliver up said premises and the improvements and buildings situated therein peaceably to the Lessor, its agent or attorneys, immediately upon the termination of said demised term.

H. At any time or from time to time after any such expiration or termination, Lessor may relet the demised premises or any part thereof, in the name of the Lessor or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) as Lessor, in its uncontrolled discretion, may determine and may collect and receive the rents therefor. Lessor shall in no way be responsible or liable for any failure to relet the demised premises or any part thereof, or for any failure to collect any rent due upon any such reletting.

I. No such expiration or termination of this Lease shall relieve the Lessees of their liability and obligations under this Lease, and such liability and obligations shall survive any such expiration or termination, whether or not the demised premises or any part thereof shall have been relet. Lessees shall pay to the Lessor the net rent and all other charges required to be paid by Lessees up to the time of such expiration or termination of this Lease, and thereafter Lessees, until the end of what would have been the term of this Lease in the absence of such expiration or termination, shall be liable to Lessor for and shall pay to Lessor as and for liquidated and agreed current damages for Lessees' default:

(1) The equivalent of the amount of the net rent and the other rent and charges which would be payable under this Lease by Lessees if this Lease were still in effect, less

(2) the net proceeds of any reletting effected pursuant to the provisions of subparagraph H. hereof, after deducting all Lessor's expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, legal expenses, reasonable attorney's fees, alteration costs and expenses of preparation for such reletting. Lessees shall pay such current damages (herein called "deficiency") to Lessor annually on the days on which the net rent would have been payable under this Lease if this Lease were still in effect, and Lessor shall be entitled to recover from Lessees such annual deficiency as the same shall arise.

J. Each right and remedy of Lessor provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

K. The Lessees pledge with and assign unto the Lessor all of the rents, issues and profits which might otherwise accrue to the Lessees for the use, enjoyment and operation of the demised premises, and in connection with such pledging of the rents, the Lessees covenant and agree with the Lessor that if the Lessor, upon default of the Lessees elects to file suit in chancery to enforce the Lease and protect the Lessor's right hereunder, then the Lessor may, as ancillary to said suit, apply to any court having jurisdiction thereof for the appointment of a receiver of all and singular the demised premises, the improvements and buildings located thereon; and thereupon, it is expressly covenanted and agreed that the court shall forthwith appoint a receiver with the usual powers and duties of receivers in like cases and such appointment shall be made by such

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court as a matter of strict right to the Lessor and without reference to the adequacy or inadequacy of the value of the property which is subject to the Lessor's lien or to the solvency or insolvency of the Lessees and without reference to the commission of waste.

L. The Lessor is the developer of a condominium apartment project known as CROMWELL WEST, a Condominium. The Lessor is the owner of the Recreational Unit herein leased to the Lessees in said CROMWELL WEST, a Condominium.

The Declaration of Condominium of CROMWELL WEST, a Condominium, provides that said Recreation Unit is considered as one of the units in said condominium for the purpose of ownership and a percentage of equity (share in the ownership of the common elements) has been assigned to said Recreational Unit in said Declaration of Condominium. Said Recreational Unit shall also be assessed for its proportionate share of the common expenses of maintenance, operation, insurance and taxes, in the same manner as other units in said condominium, provided, however, that the cost of said maintenance operations, insurance, taxes, etc. are to be apportioned by CROMWELL WEST, INC. among the various owners of the individual apartments in CROMWELL WEST, a Condominium, and are not to be assessed against the Lessor herein. This Lease is a net Lease, as hereinbefore set forth in the various articles of this Lease.

In addition to the Recreational Unit referred to herein, the Lessor has constructed on the lands comprising CROMWELL WEST, a Condominium, a building and other improvements, containing 77 residential apartment units, which land, building and improvements have, immediately prior to the recording of this Lease, been dedicated and submitted to the condominium form of ownership under the Condominium Act, Chapter 63-35, Laws of Florida, 1963, as amended, and title to all 77 of the individual condominium apartment units with all appurtenances thereto is vested in the Lessor as of the execution of this Lease, and none of said apartment units have been conveyed to any third person at this time.

The land, building and improvements constructed thereon which are known as CROMWELL WEST, a Condominium, are for the use and benefit of the owners of the individual condominium apartments hereinabove described except for the use of the Recreational Unit, the use of which is conditioned upon the terms and conditions of this Lease. The Lessor herein, as the owner of all of said apartment units, will ultimately convey the same to third persons for their individual use and shall assign the undivided interest set forth in this Lease to the purchasers of the apartment to which this Lease relates. The recreational facilities which are located in and upon CROMWELL WEST, a Condominium, and which are covered by this Lease, shall be for the use and benefit of the owner or owners of said individual condominium apartment units, subject to the terms and conditions of this Lease.

It is, therefore, agreed between the Lessor and the Lessees that the payment of rentals and other charges imposed upon the Lessees or their assigns by the terms of this Lease, as well as the performance of all other terms and conditions of this Lease shall be further secured by a lien in favor of the Lessor, against condominium apartment unit No._____ in CROMWELL WEST, a Condominium, together with the undivided interest assigned to said apartment in the common elements and common surplus of said condominium as set forth in the Declaration of Condominium. Said lien shall be perfected against the aforesaid condominium parcel (apartment unit) when a notice claiming said lien has been recorded by the Lessor, or its assigns, 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 of said condominium parcel (apartment unit) and all parties having knowledge thereof, actual or constructive, by virtue of the recordation of said lien. Said lien shall at all times be a paramount and superior lien over all other liens of any nature whatsoever except the lien of any institutional first mortgage of an individual condominium apartment unit. An institutional first mortgage lien is hereby defined as any such mortgage held by a bank, federal savings and loan association, or an insurance company licensed to do business in the State of Florida, and no other mortgage or lien shall be superior to the lien of the Lessor herein against said condominium apartment unit and appurtenances thereto. Should the holder of any institutional mortgage lien acquire by foreclosure or by deed the title to said condominium apartment unit, the rentals due for the use of the recreational facilities provided for under this Lease shall abate during this period. During the period of ownership of said apartment unit by the holder of said institutional mortgage, the lien granted the Lessor shall be inferior and subordinate to the title of said institutional mortgagee, and may not be foreclosed against said institutional mortgagee provided, however, that upon transfer of said title by said lending institution to any third party or to CROMWELL WEST, INC., said rentals shall be reinstated at their full amount, and shall be due and payable by the owner of said condominium apartment unit to the Lessor herein, provided, however, that said transferee shall not be liable for any rentals due the Lessor prior to the date of said transfer.

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The lien herein created by the Lessees as the owner of the condominium apartment unit and appurtenances thereto in CROMWELL WEST, a Condominium, to which this Lease applies, shall be enforceable by the Lessor against the said condominium apartment and appurtenances thereto in CROMWELL WEST, a Condominium, in the same manner as mortgages are foreclosed in the State of Florida, and the Lessor herein shall be entitled to the enforcement in said proceedings of any sums due under this Lease, plus interest thereon, as provided in this Lease, together with any costs incurred by it and a reasonable attorney's fee for enforcing said lien. The remedy herein granted to the Lessor shall not be exclusive of any other remedy elsewhere provided in this Lease.

26. ACCELERATION: If the Lessees should fail to pay any of the sums of money herein required to be paid by the Lessees to the Lessor, or the Lessees or their assigns should fail to make any payment on any mortgage or note to which the Lessor has subordinated its fee simple title, and any of the foregoing shall remain unpaid for a period of thirty (30) days from the date of the Lessees' default in paying the same, then the Lessor shall have the additional option and privilege, as follows:

A. To accelerate the maturity of the rent installments for the balance of the term. This option shall be exercised by an instrument in writing signed by the Lessor, or its agent, and transmitted to the Lessees notifying them of the intention of the Lessor to declare all unmatured rental installments as presently due and payable.

B. In lieu of Option A, the Lessor may in like manner declare as presently due and payable the unpaid rent installments for such period of years as may be fixed in the Lessor's notice to the Lessees. The exercise of this option shall not be construed as a splitting of a cause of action, nor shall it alter or affect the obligations of the Lessees to pay rent under the terms of the Lease for the period unaffected by said notice.

C. In addition to the options herein granted in A and B above, the Lessor may exercise any or all other options available to it hereunder, which options may be exercised concurrently or separately with the exercise of Options A or B of this Paragraph 26.

27. NOTICES: All notices required by law and this Lease to be given by one party to the other shall be in writing and the same may be served as follows:

A. By Mail. The parties have at the foot hereof affixed their specific addresses. Said notices shall be mailed to the party at their address, or at such other address as the party may, by notice in writing, designate to the other.

B. By personal delivery to the party, or to the Lessees' agent in charge of the leased premises.

28. GENDER: It is understood and agreed by and between the parties that the use of the plural herein shall include the singular, and the use of the singular shall include the plural; the use of the masculine gender shall include all genders; and the use of the neuter gender shall include all genders; the use of the words "Lessor" and "Lessees" shall include their spouses, if any, their heirs, representatives, successors, grantees and assigns.

29. COVENANTS TO BIND SUCCESSORS AND ASSIGNS: The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the Lessor and its successors and assigns, and the Lessees and their respective heirs and assigns, and all persons claiming by, through and under the Lessor and the Lessees, and the same shall be construed as covenants running with the land during the term of this Lease.

30. DESIGNATION OF AGENT: The Lessees herein hereby irrevocably designate CROMWELL WEST, INC., a non-profit corporation, as their agent for the purposes of performing on behalf of the Lessees herein, and all other lessees, the terms and conditions provided for in this Lease.

It is agreed and understood that the Lessees herein, and each and every other Lessee, shall be obliged to pay the monthly rental called for under this Lease, together with a 1/77th share of all of the costs, expenses, maintenance, insurance, taxes, etc. which will be incurred in connection with the operation, maintenance and use of the Recreational Unit referred to in this Lease. The Lessees, and each and every other lessee shall make said payments to CROMWELL WEST, INC. as the agent, which corporation shall, in turn, pay the rental required under this Lease and shall pay all of the other costs required under this Lease for the Lessees herein, and all other lessees. CROMWELL WEST, INC. shall only be responsible for making said payments when the monies required to pay said rentals and costs and expenses have been received from the Lessees herein. CROMWELL WEST, INC. shall make the payment on all said rental costs and expenses from all of the lessees who have, in fact, paid the rentals or share of their expenses to CROMWELL WEST, INC.

This agency herein created shall be binding upon the assignee or assignees of the Lessees herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or

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have caused this Lease to be executed on its behalf and its corporate seal to be affixed this day and year first above written.

Witnesses as to Lessor:

_____

_____

CROMWELL DEVELOPMENT CORP.

By: _____ (SEAL)
SAL C. MIRENDA, President

Attest: _____ (SEAL)
ALBERT P. NICKLAUS, Secretary

Address: 1731 S.E. 15th Street
Fort Lauderdale, Florida 33316

- Lessor -

Witnesses as to Lessees:

_____

_____

_____ (SEAL)

_____ (SEAL)

Address:

- Lessees -

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY, that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SAL C. MIRENDA and ALBERT P. NICKLAUS, President and Secretary, respectively, of CROMWELL DEVELOPMENT CORP., a Florida corporation, to me well known to be the persons described in and who executed the foregoing Lease, and they acknowledged before me that they executed the same as such officers of said corporation.

WITNESS my hand and official seal at Fort Lauderdale, Florida, this day of , 19 .

_____
Notary Public

My Commission Expires:

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STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ and _____, to me well known as the persons described in and who executed the foregoing Lease, and they acknowledged before me that they executed the same for the purposes herein expressed.

WITNESS my hand and official seal at Fort Lauderdale, Florida, this day of , 19 .

_____
Notary Public

My Commission Expires:

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[illegible]

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81-185422

AMENDMENT

The Declaration of Condominium of Cromwell West, Inc. recorded in Official Records Book 5218, Page 436 of the Public Records of Broward County, Florida, is amended as follows:

1. Paragraph A of Article IX is amended to read as follows:

A. SHARE OF EXPENSE, COMMON EXPENSE: The expense for the operation and maintenance of the common elements (including general common elements, limited common elements and the recreation unit) and monies to be paid by the Association in payment of the purchase price of the recreation unit purchased by the Association from Cromwell Development Corp., shall be a common expense and each apartment owner shall be liable for his portion of said expenses as provided in Article VIII, D. 2., except as provided in Subparagraph D. of this Article IX.

2. The following Article XVII shall be added to such Declaration:

XVII. PURCHASE OF RECREATION UNIT

The Association is granted the power to purchase the recreation unit upon the approval of a minimum of 75% of the apartment owners and to assess the apartment owners the monies necessary to pay the purchase price therefor as common expenses. The above provisions of this Article shall govern and supersede provisions of this Declaration of Condominium not consistent with the above provisions.

CROMWELL WEST, INC.

BY _____ Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

I CERTIFY that on this day personally appeared before me, an officer authorized to administer oaths and take acknowledgments, JOHN FRAEBEL, to me known to be the person described in and who executed the foregoing Amendment to Declaration of Condominium, and acknowledge before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this June 12, 1981.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

BONDED THRU GENERAL INS. UNDERWRITERS

Henry Ransburgh
1290 E. Oakland Park Blvd.
Ft. Lauderdale, Fla 33334

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I CERTIFY that the foregoing Amendment to the Declaration of Condominium of Cromwell West, Inc. was approved by resolution of the Board of Directors of Cromwell West, Inc. on May 5, 1981 1981, and by resolution of the members of Cromwell West, Inc. on June 2, 1981, in accordance with the provisions of the Declaration of Condominium of Cromwell West, Inc. I further certify that John Fraebel is and was at the time he executed the above described Amendment, the Vice President of Cromwell West, Inc., and was specifically authorized to execute such Amendment.

Dated: June 13, 1981

Secretary of Cromwell West, Inc.

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THIS INSTRUMENT PREPARED BY:
HENRY RANSBURGH
1290 E. Oakland Park Blvd.
Ft. Lauderdale, FL 33334

83-042521

AMENDMENT TO BY-LAWS
OF
CROMWELL WEST, INC.

The By-Laws of Cromwell West, Inc., recorded in Official Records Book 5218, Pages 465 through 471 of the Public Records of Broward County, Florida, are amended as follows.

Section 1 of Article V is amended to read as follows:

Section 1. The annual meeting of the members shall be held at 7:30 P.M. Eastern Standard Time on the second Tuesday in February 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 Fort Lauderdale, 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 following Section 11 shall be added to Article V:

Section 11. Any action required by law, these By-Laws, are the Declaration of Condominium of the corporation to be taken at any annual or special meeting of the members, are any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting. Within 10 days after obtaining such authorization by written consent, a copy thereof shall be furnished members who have not consented thereto in writing.

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The following Section 12 shall be added to Article VI:

Section 12. Any action required by law, these By-Laws, or the Declaration of Condominium of the corporation to be taken at any annual or special meeting of the Board of Directors, or any action which may be taken at any annual or special meeting of such Board of Directors, may be taken without a meeting, without prior notice and without a note, if a consent in writing setting forth the action so taken shall be signed by the number of Directors that would be necessary to authorize or take such action at a meeting. Within 10 days after obtaining such authorization by written consent, a copy thereof shall be furnished to those Directors who have not consented thereto in writing.

CROMWELL WEST, INC.

BY John H Fraebel (Pres.)

STATE OF FLORIDA
COUNTY OF BROWARD

I CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, John H Fraebel to me known to be the person described in and who executed the foregoing Amendment To By-Laws, and for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this Feb. 3, 1985.

NOTARY PUBLIC

My Commission Expires:

[illegible] State of Florida at Large
My commission expires September 29, 1987

OFF REC 10667 PG 355

I CERTIFY that the foregoing Amendment to By-Laws of Cromwell West, Inc. was approved by the Board of Directors of Cromwell West, Inc. on February 9, 1982, and by the members of Cromwell West, Inc. on February 9, 1982, in accordance with the provisions of the Declaration of Condominium of Cromwell West, Inc. I further certify that John Fraebel is and was at the time he executed the above described Amendment, the President of Cromwell West, Inc., and was specifically authorized to execute such Amendment.

Asst. Secretary of Cromwell West, Inc.

Dated: February 3, 1983

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

OFF REC 10667 PG 356