

DECLARATION OF CONDOMINIUM
OF
LAGO WEST CONDOMINIUM A

Laweco Corp., a Florida corporation (hereinafter referred to as "Developer"), hereby states and declares:

I. SUBMISSION STATEMENT

Developer is the owner of record of the "Condominium Property" hereinafter described and does hereby submit the same to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes (the "Act").

II. NAME

The name by which the Condominium established hereby (the "Condominium") is to be identified as:

LAGO WEST CONDOMINIUM A

III. LAND

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

IV. EXPLANATION OF TERMINOLOGY AND IDENTIFICATION OF APARTMENTS

A. Explanation of Terminology

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

1. "Lago West" means the name given to the initial stage of a proposed multistaged residential development being developed by the Developer upon portions of "Chambers Land Company Subdivision" according to the Plat thereof recorded in Plat Book 1 at Page 5-A of the Public Records of Broward County, Florida. The Plan for Development for Lago West is set forth in Article IX of this Declaration.

2. "Lago West Condominium" means a condominium within Lago West which is the subject of a particular "Condominium Declaration" (as that term is hereinafter defined) and includes this Condominium.

3. "Developer" means Laweco Corp., a Florida corporation, its grantees, successors and assigns.

4. "Act" means Condominium Act, Chapter 718, Florida Statutes, 1976, as amended.

5. "Condominium Documents" means in the aggregate this Declaration, the Condominium Declarations, Articles, By-Laws, and Recreational Covenants Agreement all as hereinafter defined and all of the instruments and documents referred to therein and executed in connection with a Lago West Condominium.

This instrument prepared by:
JOSEPH D. BOLIGN
Shultz & Bowen
1000 S.E. First National Bank Building
Miami, Fla. 33131



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6. "Declaration" means this document.
7. "Condominium Declaration" means the Declaration of Condominium by which Lago West Condominiums other than this Condominium are submitted to condominium ownership in accordance with the Act.
8. "Apartment" means unit as defined by the Act, and is that portion of the Condominium Property which is subject to private ownership.
9. "Apartment Owner" means unit owner as defined by the Act and is the owner of an Apartment.
10. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as defined in the Act and in the Condominium Documents and includes:
 - (a) operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and
 - (b) the taxes, insurance, maintenance and other expenses of the land and improvements (the "Recreation Area") as described in the Recreational Covenants Agreement ("Recreation Area Expenses"); and
 - (c) any other expenses designated or inferred to be Common Expenses by the Act, this Declaration, or by the other Condominium Documents and any similar expenses designated as Common Expenses from time to time by the Board of Directors of the Association.
11. "Condominium Property" means the "Land" (as that term is defined herein), all improvements thereon, including the Apartments and Common Elements, and all easements and rights appurtenant thereto which are intended for use in connection with a Lago West Condominium and specifically includes, as a right appurtenant to said Land, the use rights in the Recreation Area set forth in the Recreational Covenants Agreement.
12. "Common Elements" means the portion of the Condominium Property, including the Land, not included in the Apartments.
13. "Association" means Lago West Condominium Association, Inc., a Florida corporation not-for-profit organized to administer Lago West, having as its members the Apartment Owners in all Lago West Condominiums.
14. "Articles" and "By-Laws" means the Articles of Incorporation and By-Laws of the Association.
15. "Board" means Board of Directors of the Association.
16. "Recreational Covenants Agreement" means the Recreational Covenants Agreement recorded in Official Records Book 6422, Page 549 of the Public Records of Broward County, Florida, whereby the "Recreation Area" within Lago West as therein described is reserved for the use of the Association and its members and wherein the Recreation Area Expenses are made specifically applicable to Apartment Owners as Common Expenses.

B. Identification of Apartments

1. This Condominium contains forty-four (44) Apartments which are identified by a three-digit arabic numeral, e.g. "201" and are so referred to herein and in the Exhibits hereto. No Apartment bears the same designation as any other Apartment.

2. The attached Survey, Plot Plan and Graphic Description of Improvements of the Condominium described in Article V herein (the "Survey"), has designated thereon parking spaces ("Parking Spaces") located on the Condominium Property, which are identified by the letter A followed by arabic numerals 1 through 41. These Parking Spaces shall be assigned, by sale or transfer in the first instance by the Developer, to the use of a specific Apartment within this Condominium. The method and any subsequent reassignments is set forth in Article XIII of this Declaration.

V. DESCRIPTION OF PROPERTY

The Survey being recorded contemporaneously herewith shows and identifies thereon the Common Elements, each Apartment and provides an accurate representation of each Apartment's location and approximate dimensions. The Survey also contains a graphic description of the improvements made to the Condominium Property. The Survey is attached hereto as Exhibit B and incorporated herein and deemed a part hereof.

VI. UNDIVIDED SHARES IN COMMON ELEMENTS

A. Each Apartment shall have as an appurtenance thereto an undivided share of the Common Elements in accordance with the "Schedule of Shares" attached hereto as Exhibit C and made a part hereof.

B. Each Apartment shall have as an appurtenance thereto the right to use the Common Elements and Condominium Property of this Condominium in accordance with the Condominium Documents. This right shall be shared with all other Apartment Owners of this Condominium and, in the case of those portions of the Common Elements set aside for parking, driveways and walkways, with apartment owners of other Lago West Condominiums as provided in Articles X and XIII herein.

VII. SHARES IN COMMON EXPENSES AND OWNING COMMON SURPLUS

The Common Expenses shall be shared and the Common Surplus (as that term is defined in the Act) shall be owned in proportion to each Apartment Owner's percentage of ownership of the Common Elements as set forth in Exhibit C to this Declaration with Recreation Area Expenses under the Recreational Covenants Agreement allocated as set forth in such document.

VIII. VOTING RIGHTS OF APARTMENT OWNERS

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

B. The vote of the owners of any Apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of such Apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate similarly signed and filed. If such a certificate is not on file, the vote associated with an Apartment

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where such a certificate is required shall not be considered in determining the requirement for a quorum nor for any other purpose.

IX. PLAN FOR DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. The Developer acquired Lago West and intends to construct four (4) residential apartment buildings containing in the aggregate a maximum of one hundred and seventy-eight (178) Apartments. It is intended that each apartment building will be submitted to condominium ownership as a separate Lago West Condominium by the recording of a Condominium Declaration for each building and its appurtenances. The Developer has caused to be set aside a certain land area within Lago West which land area and improvements thereon (the "Recreation Area") has been reserved for the use of all Apartment Owners in Lago West and which further provides for the payment of Recreation Area Expenses by such Apartment Owners. Developer has established and further intends that easements shall be established across, over, under, and upon the Condominium Property of each Lago West Condominium and the Recreation Area so as to provide means of ingress and egress and other purposes for the convenience and benefit of members of the Association, their family members, guests and invitees.

B. The Association shall be the condominium association responsible for the operation of Lago West including the Recreation Area and Lago West Condominiums. Each Apartment Owner shall be a member of the Association as provided in the Articles as shall all owners of Apartments in Lago West. Copies of the Articles and By-Laws of the Association are attached hereto as Exhibits D and E to this Declaration and made a part hereof.

X. EASEMENTS

A. Easements in other Lago West Condominiums

The apartment owners within each Lago West Condominium shall have the right to use and enjoy the driveways, roadways and walks and other rights of way comprising a portion of the common elements within such condominium and each Condominium Declaration shall provide appropriate easement provisions to effect this plan.

B. Perpetual Nonexclusive Easement to Public Ways

The driveway and roadway portions of the Common Elements and any walks or other rights of way in this Condominium as shown on the Survey or hereafter located within this Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same and the Recreation Area to public ways, including dedicated streets, which easement is hereby created in favor of Developer, the Association and all the Apartment Owners in this Condominium and apartment owners in all Lago West Condominiums now or hereafter existing, for their use and for the use of their family members, guests, invitees or licensees for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Elements and all easements over and upon same. The easements described herein and set forth herein are intended to comply with Section 718.104(4)(m) of the Act.

C. Easements and Cross-Easements on Common Elements

Inasmuch as this Condominium constitutes a part of Lago West, the Common Elements of this Condominium shall be and the same are duly

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declared to be subject to perpetual nonexclusive easements in favor of the balance of Lago West and the owner or owners of any portions thereof, their family members, guests, invitees or licensees to and from all portions of Lago West for ingress and egress and for the installation, maintenance, construction and repair of facilities, including but not limited to electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, security, garbage and waste removal and the like. Developer, for itself, its nominee, and the Association reserves the right to impose upon the Common Elements henceforth and from time to time such easement and cross-easements for any of the purposes set forth in Subparagraph B above and this Subparagraph C as it deems to be in the best interests of and necessary and proper for this Condominium and the balance of Lago West.

D. Easement for Encroachments

All the Condominium Property shall be subject to easements for encroachments which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property or improvements contiguous thereto or caused by minor inaccuracies in building or rebuilding of such improvements. The Condominium Property shall also be subject to easements for encroachments of the Recreation Area or improvements thereon upon the Condominium Property. The above easements shall continue until such encroachments no longer exist.

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

A. In the event that any taxing authority having jurisdiction over this Condominium shall levy or assess any Tax or Special Assessment against this Condominium as a whole as opposed to levying and assessing such Tax or Special Assessment against each Apartment and its appurtenant undivided interest in Common Elements, as now provided by law (herein called the "New Total Tax"), then such New Total Tax shall be paid as a Common Expense by the Association, and any Taxes or Special Assessments which are to be so levied and shall be included, wherever possible, in the estimated annual budget of the Association, or shall be separately levied and collected as a special assessment by the Association against all of the owners of all Apartments. Each Apartment Owner shall be assessed by and shall pay to the Association, a percentage of the New Total Tax equal to that Apartment Owner's percentage interest in Common Elements. In the event that any New Total Tax shall be levied then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax upon any Apartment and its appurtenant undivided interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Apartment and its appurtenant undivided interest in Common Elements.

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

XII. OCCUPANCY AND USE RESTRICTIONS

A. The Apartments shall be used for single-family residences only. No separate part of an Apartment may be rented and no transient (as currently defined in Chapter 509, Florida Statutes) may be accommodated therein.

B. An Apartment Owner shall not permit or suffer anything to be done or kept in his Apartment which will increase the insurance rates on

his Apartment, the Common Elements, or any portion of Lago West or which will obstruct or interfere with the rights of other Apartment Owners or the Association or annoy other Apartment Owners by unreasonable noises or otherwise; nor shall an Apartment Owner commit or permit any nuisance, immoral or illegal act in his Apartment, on the Common Elements or any portion of Lago West.

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

D. Except as provided under the Rules and Regulations promulgated by the Association from time to time, an Apartment Owner shall not keep any pet in his Apartment, nor any other animals, livestock or poultry nor may any of the same be raised, bred, or kept upon any portion of the Condominium Property or other portions of Lago West. No clothesline or other similar device shall be allowed on any portion of the Condominium Property, including any porches. No trailer, boat, van, camper, truck or other commercial vehicle shall be permitted on any portion of the Condominium Property except during the day light hours, provided, however, that campers may be parked on such portion of Lago West as the Association shall designate for such use.

XIII. TRANSFER OF PARKING SPACES

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

A. Assignment of Parking Spaces

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

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

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

B. Restrictions on Separate Transfer of Parking Spaces

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

C. Restrictions on Use of Parking Spaces

No trucks, boats, trailers or campers may be parked at any time on the Condominium Property except as provided under the rules and regulations of the Association or as the Association may otherwise provide. The Association shall have the right to authorize the towing away of any violating vehicles with costs to be borne by the owner or violator.

D. One Parking Space to Every Apartment

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

XIV. CONVEYANCES AND SALES

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

A. Sale or Lease

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

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

2. Association's Election. Within thirty (30) days after receipt of the Notice, the Association by its Board shall either approve the Offering or furnish a purchaser or lessee approved by the Association and give notice thereof to Offeror who will accept the sale or lease to the substituted purchaser or lessee furnished by the Association upon terms as favorable to Offeror as the terms stated in the Notice, except that the purchaser or lessee furnished by the Association may not have less than thirty (30) days subsequent to the date of the approval within which to complete the sale or lease of Offeror's Apartment. Offeror shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association. If the Association approves

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the Offering, such approval shall be in writing and in recordable form, signed by any two officers of the Association (the "Certificate of Approval") and shall be delivered to the purchaser or lessee of the Offeror and recorded in the Public Records of Broward County, Florida. Failure of the Board to grant approval or to furnish a substitute purchaser or lessee within thirty (30) days after the Notice is received shall constitute approval and the Association shall be required to prepare and deliver a Certificate of Approval in recordable form, signed by two members of the Board, to the purchaser or lessee of the Offeror, which Certificate of Approval shall be recorded in the Public Records of Broward County, Florida.

B. Mortgages

No Apartment Owner may mortgage his Apartment or any interest therein without the approval of the Association, except to a life insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida; a Federal or State Savings and Building and Loan Association or bank doing business in the State of Florida; or Mortgage Banking company licensed in the State of Florida, hereinafter called "Approved Mortgagee", or sometimes hereinafter referred to as "Approved First Mortgagee". In this connection, where a mortgage given by one of the institutions described immediately above falls to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be a first mortgage. The approval or disapproval of any other mortgages is within the sole discretion of the Board.

C. Acquisition by Gift, Devise or Inheritance

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

2. Within thirty (30) days after receipt of the aforementioned notice and information, the Association must either approve or disapprove the transfer of title by gift, devise, inheritance or otherwise, to the person receiving the same. The approval of the Association shall be by its Board and shall be by Certificate of Approval, delivered to the person obtaining title and recorded in the Public Records of Broward County, Florida. Failure of the Association to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association, through two officers of the Association, shall prepare and deliver a Certificate of Approval in recordable form and recorded in the Public Records of Broward County, Florida. If the Association shall disapprove, the matter shall be disposed of by the Association advising the person obtaining title by gift, devise, inheritance or otherwise, in writing, of a purchaser or purchasers who will buy the said Apartment at its fair market value. The fair market value will be determined by any of the following methods: (a) by three (3) M.A.I. appraisers, one of whom shall be selected by the purchaser, one by the person holding title, and one by the two appraisers just appointed; (b) upon mutual agreement by the purchaser and person holding title; or (c) by one M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. Costs for appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after determination of the purchase price. Simul-

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taneously with notification to the person holding title that the Association has furnished a purchaser, there shall be submitted a signed contract by said purchaser or purchasers providing for the acquisition of the Apartment in accordance with the terms of this Declaration.

3. If the Association shall fail to provide a purchaser within thirty (30) days from receipt of notice described in the prior paragraphs, or if the purchaser furnished by the Association shall default in his acquisition, then the Association shall be required to approve the passage of title by gift, devise, inheritance or other transaction, and shall evidence the same by a Certificate of Approval which instrument shall be recorded in the Public Records of Broward County, Florida.

D. Rights of Approved First Mortgagee in Event of Foreclosure

An Approved First Mortgagee holding a mortgage on an Apartment, upon becoming the owner of an Apartment, through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become the acquirer of title to an Apartment at the foreclosure sale of such Approved First Mortgage shall have the unqualified right to sell, lease or otherwise transfer said Apartment including the fee ownership thereof, and/or to mortgage said Apartment without prior offer to the Board. It is specifically declared that the provisions of Paragraph A, B and C of this Article XIV shall be inapplicable to such Approved First Mortgage or the acquirer of title as above described in this Paragraph. For purposes of this Subparagraph D of Article XIV, the term "Approved First Mortgagee" as previously defined shall be expanded to include real estate investment trusts doing business in Florida or other Approved First Mortgagees which have loaned money to Developer in order to enable Developer to construct improvements upon the Condominium Property and which has become an owner of an Apartment or Apartments as a result of such loan or loans and specifically includes Barnes Mortgage Investment Trust and/or James T. Barnes and Company, a Michigan corporation.

XV. MAINTENANCE AND REPAIRS

A. By Apartment Owners

The responsibility of an Apartment Owner is as follows:

1. To maintain in good condition and to repair and replace at his expense all portions of his Apartment including his porch and all interior surfaces within or surrounding his Apartment (such as the surfaces of the walls, ceilings, and floors), and to maintain and to repair the fixtures therein, including the air conditioning equipment, and to pay for any utilities which are separately metered to his Apartment. Every Apartment Owner must perform promptly all maintenance and repair work within his Apartment, as aforesaid, which, if not performed, would affect the Condominium Property and Lago West in its entirety or an Apartment belonging to other Owners; each Apartment Owner shall be expressly responsible for the damages and liability that his failure to perform his above-mentioned responsibilities may engender. Said Apartment shall be maintained and repaired in accordance with the building plans and specifications utilized by the Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration;

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

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3. Not to paint or make any alteration, decoration, repair, replacement or change to or on the Common Elements or to any outside or exterior portion of the buildings maintained by the Association, including porches, doors, windows, etc. Not to place any drapery facings without white outside lining, heat reflecting devices, blinds, shades or exterior screening without first obtaining the written approval of the Board, which approval the Board may withhold in its absolute discretion; not to have any exterior lighting fixtures, mail boxes, screen doors, hardware, or similar items installed which are not consistent with the general architecture of the buildings maintained by the Association without first obtaining specific written approval of the Board. The Board shall not grant approval if in its opinion the effect of any of the items mentioned herein will be unsightly as to the exterior or interior of the buildings maintained by the Association;

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

5. Not to make repairs to any plumbing or electrical wiring within an Apartment except by plumbers or electricians authorized to do such work by the Board. The provisions as to the use of an unauthorized plumber or electrician shall not be applicable to an Approved First Mortgagee or to the Developer. Plumbing and electrical repairs within an Apartment shall be paid for and be the financial obligation of the Apartment Owner; and

6. Any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each Apartment from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Apartment or Apartments.

B. By the Association

The responsibility of the Association is as follows:

1. To repair, maintain and replace all of the Common Elements, and all exterior surfaces of the building and parking spaces, whether part of the Common Elements, or part of the Apartment, specifically including the elevator, and its machinery and shaft, and to maintain and repair all landscaping, roadways and driveways in or upon the Condominium Property and Lago West.

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

3. To repair, maintain and replace any and all improvements and facilities located upon the Recreation Area in accordance with the Recreational Covenants Agreement.

C. Alterations and Improvements

The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the rights of an Apartment Owner or Approved First Mortgagee, the consent of such Apartment Owner or Approved First Mortgagee so prejudiced shall be required before such changes or improvements may be made or caused. In any event, approval of the Board shall be submitted for ratification by the affirmative vote of two-thirds (2/3) of the Apartment Owners if the cost of the same shall be in Common Expenses which shall exceed One Thousand (\$1,000.00) Dollars. The cost of such alterations and

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improvements shall be assessed among the Apartment Owners in proportion to their share of Common Expenses.

XVI. COMMON EXPENSES AND ASSESSMENTS

A. Common Expenses

The Association by its Board shall prepare a budget for the operation and management of Lago West, which budget shall be prepared and adopted in accordance with the By-Laws. A portion of the expenses set forth in the budget shall be allocated to this Condominium, which allocated portion shall constitute the Common Expenses of this Condominium. The Common Expenses, in turn, shall be allocated to each Apartment Owner based upon each Apartment Owner's share of Common Expenses, which allocated sum shall be assessed as the "Annual Assessment". In allocating the expenses to the Condominium, the Board shall consider the number of Apartment within all Lago West Condominiums in order to attempt to provide a uniform Annual Assessment to similar Apartments in Lago West, subject however to any expenses occasioned by a particular Lago West Condominium or group of Lago West Condominiums which the Board determines are more appropriately allocated to such Lago West Condominiums or Condominiums and subject further to the provisions of the Recreational Covenants Agreement for allocation of the Recreation Area Expenses. Notwithstanding the above stated method of allocation, however, the Apartment Owners shall be obligated to pay such special assessments as shall be levied in addition to the Annual Assessment by the Board against their Apartment or Apartments either as a result of (a) extraordinary item of expense, (b) the failure or refusal of other Apartment Owners in this or other Lago West Condominiums to pay their Annual Assessments or (c) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

B. Assessments

Assessments shall be made and determined as provided herein and in the By-Laws. Annual Assessments shall be payable in monthly installments or in such other installments as the Board may determine and notice to Apartment Owners in writing (the "Assessment Payment Method").

1. The record owners of each Apartment shall be personally liable jointly and severally to the Association for the payment of special assessments as well as the Annual Assessment levied by the Association and for all costs of collecting delinquent default in the payment of an installment under the Assessment Payment Method used by the Board or a default in payment of a special assessment, the Board may accelerate remaining installments of the Annual Assessment upon notice thereof to the Apartment Owner in default, whereupon the entire unpaid balance of the Annual Assessment shall become due upon the date stated in the notice (which date shall not be less than ten (10) days after the date of the notice). In the event any special assessment, installment under the Assessment Payment Method or accelerated Annual Assessment is not paid within twenty (20) days after their respective due dates, the Association, through the Board, may proceed to enforce and collect the said assessments against the Apartment Owner owing the same in any manner provided for by the Act, including foreclosure and sale of the Apartment.

2. The Association may at any time require Apartment Owners to maintain a minimum balance on deposit with the Association to cover future installments of assessments charged to it or chargeable to it.

3. In connection with assessments, the Association shall have all of the powers, rights, privileges and legal remedies provided for by the Act, specifically including a lien upon each Apartment for any unpaid assessments and interest thereon against the Apartment Owner of such

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apartment, together with reasonable attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of such lien. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate of ten (10%) percent per annum.

4. It is specifically acknowledged that the provisions of Section 718.116(6) of the Act are applicable to this Condominium, and further, in the event an Approved First Mortgagee (as defined in Article XIV D. herein) obtains title to an Apartment by voluntary conveyance in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for accrued assessments or Common Expenses as fully as though the property were acquired by foreclosure unless such accrued assessment is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage.

5. No lien for assessments under the Act or the Condominium Documents shall be effective until recorded amongst the Public Records of Broward County, Florida.

XVII. INSURANCE

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

XVIII. DESTRUCTION OF IMPROVEMENTS AND CASUALTY INSURANCE

A. The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, insuring all of the insurable improvements within Lago West Condominium including personal property owned by the Association, in and for the interest of the Association, all Apartment Owners and their Approved First Mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board, in an amount equal to the maximum insurable replacement value as determined annually by the Board. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as part of the Common Expenses. The company or companies with whom the Association shall place its insurance coverage as provided in this Declaration must be good and responsible companies authorized to do business in the State of Florida. The Approved First Mortgagee holding mortgages totalling the highest dollar indebtedness encumbering apartments in Lago West shall have the right to approve the policies, the insurance agents and the company or companies who are the insurers under the insurance placed by the Association as herein provided and the amounts thereof. The Association shall have the right to designate the Insurance Trustee (the "Insurance Trustee") and thereafter from time to time, the right to change the Insurance Trustee. The Insurance Trustee shall be a national banking association authorized to conduct business in the State of Florida having trust powers, or such other bank or trust company as Insurance Trustee may be acceptable to the Approved First Mortgagee holding the highest dollar indebtedness encumbering apartments in Lago West. In the absence of

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the action of said mortgagee, the Association shall have said right without qualification. The insurance agents and the Insurance Trustee must be located in either Palm Beach, Broward or Dade County.

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

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

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

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

2. In the event that a loss of \$5,000 or less occurs to improvements within one or more Apartments and to improvements within Common Elements contiguous thereto, or to improvements within the Common Elements alone, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will promptly contract for the necessary repairs to the improvements within the Common Elements and within the damaged Apartments. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements but insufficient to repair all of the damage within the Apartments, the proceeds shall be applied first to completely repair the improvements within Apartments in proportion to the loss sustained to improvements within said Apartments, as estimated by the insurance carrier. The owners owning interests in Apartments containing damaged improvements shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within their Apartments.

E. The provisions of this Article XVIII are covenants for the benefit of all Approved First Mortgagees and cannot be amended without their prior written consent.

3. In the event the damage exceeds the sum of \$5,000 to the Common Elements alone, or to the individual Apartments and to improvements within Common Elements contiguous thereto (it being the intention of the foregoing to cover any loss other than those specifically described

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in Subparagraphs 1 and 2 of this Article) then the Insurance Trustee shall hold all insurance proceeds in trust, and any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

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

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

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

(i) The Board shall hold a special meeting and shall determine the amount of a special assessment against the Apartment and the respective Owners thereof to obtain the necessary funds to repair and to restore the improvements. Such assessment need not be uniform as to all Apartments, but may be in accordance with such factors as the Board shall consider to be fair and equitable under the circumstances. Once the Board has determined the amount of such special assessment, it shall immediately levy such assessment setting forth the date or dates of payment of the same and the funds received from the Apartment Owners shall be delivered to the Insurance Trustee and disbursed as provided in Subparagraph 3(b) immediately above; or

(ii) In the event the deficiency between the estimated cost of repairs and replacements and the insurance proceeds exceeds the sum of \$25,000, the two-thirds (2/3) of the Apartment Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to the special assessment, the alternatives are as follows: (a) a vote for

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termination of the Condominium as provided in Article XXVII B. hereof in which event the insurance proceeds shall be disbursed as follows (which method of disbursement is hereinafter referred to as "Insurance Proceeds Distribution"): The Insurance Trustee shall divide the net insurance proceeds into shares equal to the shares described in Article VI of this Declaration and shall promptly pay each share jointly to the Apartment Owners and Approved Mortgagees of record of each Apartment as their interests may appear. In making distribution to the Apartment Owners and the Approved Mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Apartment Owners and their respective Approved Mortgagees; or (b) disbursement of the insurance proceeds in the manner of the aforementioned Insurance Proceeds Distribution regardless of whether or not there is a vote for termination of the Condominium.

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

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

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

XIX. PROHIBITION OF FURTHER SUBDIVISION

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

B. The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration.

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XX. SEVERABILITY

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

XXI. INTERPRETATION

A. Article and Paragraph and Subparagraph titles inserted through this Declaration are intended only as a form of convenience and for ease of reference, and in no way do such titles define, limit, or in any way affect this Declaration or the contents of the material contained in the Articles, Paragraphs and Subparagraphs.

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

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

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

XXII. REMEDIES FOR VIOLATION

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

XXIII. PROVISIONS FOR ALTERATIONS OF APARTMENTS BY DEVELOPER

A. Developer reserves the right to alter the interior design and arrangement of all Apartments, and to alter the boundaries between Apartments, so long as Developer owns the Apartments so altered (which alterations in Developer's Apartments are hereinafter referred to as the "Alterations").

B. Any Alterations which will increase the number of Apartments or will alter the boundaries of the Common Elements (other than interior of walls abutting Apartments owned by Developer) will first require an amendment of this Declaration in the manner herein provided. This amendment will adjust the share of Common Elements, Expenses and Surplus and the voting rights attributable to the Apartments being affected in accordance with the Alterations.

C. In the event that the Alterations do not change the proportionate share of the Common Elements, Expenses or Surplus of Apartment Owners of this Condominium or their voting rights, an amendment of this Declaration shall be filed by Developer, but such amendment must be signed and acknowledged only the Developer and will not require approval of the Association through the Board, other Apartment Owners, or lienors or mortgagees of the Apartments, whether or not such approvals are elsewhere required for an amendment of this Declaration.

XXIV. PROVISIONS FOR AMENDMENTS TO DECLARATION BY APARTMENT OWNERS' VOTE

A. Except as to the matters described in Paragraphs B, C, D and E of this Article XXIV, this Declaration may be amended at any meeting of the Apartment Owners of this Condominium, called and held in accordance with the By-Laws, by the affirmative vote of not less than two-thirds (2/3) of the Apartment Owners, provided that any amendment shall be approved or ratified by a majority of the Board as a whole. An amendment to the Declaration shall be evidenced by a certificate executed by the Association and recorded in accordance with the Act. A true copy of such amendment shall be sent certified mail (the "Mailing") by the Association to the Developer and to all Approved First Mortgagees. The amendment shall become effective upon the recording of the certificate amongst the Public Records of Broward County, Florida, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty-day period is waived in writing by the Developer and all Approved First Mortgagees.

B. No amendment of the Declaration shall change the configuration or size of any Apartment in any material fashion, materially alter or modify the appurtenances to such Apartment, change the proportion or percentage by which the Apartment Owner shares the Common Expenses and owns the Common Surplus or the Apartment's voting rights in the Association unless all of the record owners of such Apartment and all of the Approved First Mortgagees of record holding mortgages on the Apartment shall consent. The said amendment shall be voted on at a special meeting of the affected Apartment Owner or Owners and shall be evidenced by a certificate joined in and executed by such Apartment Owner or Owners and all Approved First Mortgagees holding mortgages thereon and recorded in the same manner as provided in Paragraph A of this Article XXIV.

C. Whenever it shall appear to the Board that there is defect, error or omission in the Declaration or other documentation required by law to establish this Condominium, the Association, through its Board, shall immediately call for a special meeting of the Apartment Owners to consider amending the Declaration or other documents in accordance with Section 718.304 of the Act. Upon the affirmative vote of one-third (1/3) of the Apartment Owners, the Association shall mail (the "Mailing") by the Association to the Developer and to all Approved First Mortgagees. The amendment shall become effective upon the recording of the certificate amongst the Public Records of Broward County, Florida, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty-day period is waived in writing by Developer and all Approved First Mortgagees.

D. No amendment shall be passed which shall impair or prejudice the rights or priorities of the Developer, the Association, or of any Approved First Mortgagee under this Declaration or the Condominium

Documents, without the specific written approval of the Developer, the Association, and the Approved First Mortgagees affected thereby. Furthermore, no amendment shall be passed which shall alter or affect the obligations to comply with the covenants contained in Article XXVII herein relative to the Plan for Development for Lago West without the consents as required under such Article XXVII. Further, the provisions of Article XVIII are covenants for the benefit of Approved Mortgagees and may not be amended without their prior written consent.

E. The Articles, By-Laws and Recreational Covenants Agreement shall be amended as provided in such documents.

XXV. RIGHT OF DEVELOPER TO SELL OR LEASE APARTMENTS OWNED BY IT FREE OF RESTRICTIONS SET FORTH IN ARTICLE XIV

So long as Developer shall own any Apartment whether by reacquisition or otherwise, the Developer shall have the absolute right to lease, sell or mortgage any such Apartment or Apartments to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the lease, sale or mortgage of any Apartment by the Developer, the rights of notice and consent herein granted to the Association in Article XIV of this Declaration shall not be operative or effective in any manner. This provision of the Declaration may not be suspended or superseded by any amendment unless consented thereto, in writing, by the Developer. Developer shall have the right to transact on the Condominium Property any business necessary to consummate sale or lease of Apartments, including, but not limited to, the right to maintain models, place signs, have employees in a sales office, to have use of the Common Elements and to show Apartments. Further, Developer may assign this commercial usage right to such other persons or entities as it may choose. A sales office, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer.

XXVI. ASSOCIATION TO ACQUIRE INTERESTS AND ENTER INTO AGREEMENT

The Association has entered into the Recreational Covenants Agreement as contemplated by Section 711.121, Florida Statutes (the predecessor to Section 718.114 of the Act) in accordance with the Plan for Development of Lago West. This document is incorporated herein by reference and made a part hereof. The Recreation Area Expenses, including the taxes, insurance, repair and maintenance of the Recreation Area are an expense of the Association and a Common Expense of the Condominium to be allocated to the Apartment Owners and collected as provided in the Recreational Covenants Agreement.

XXVII. TERMINATION

A. Common Plan for Development

1. This Condominium is part of the Plan for Development for Lago West as set forth in Article IX herein. Each Apartment Owner, their grantees, successors and assigns hereby consent to the Plan for Development and covenants and agree to comply with such covenants, rights and obligations as provided in the Condominium Documents. This covenant shall be a covenant running with the Apartments and with all land comprising the Condominium Property.

2. In order to preserve such Plan for Development (the preservation of which is acknowledged as being in the best interests of the Association, the Apartment Owners and their grantees, successors and

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assigns), it is hereby covenanted and agreed that no amendment or termination of this Declaration shall be made, or if made shall not be effective, which in the sole judgment of the Association alters or in any way affects the aforesaid consent or the obligation to comply with the aforesaid covenants, rights and obligations without the prior written consent of the Association, and, prior to the Transfer Date as set forth in the Recreational Covenants Agreement, without the prior consent of Developer, as well.

3. This Declaration may only be terminated by the unanimous consent of all of the Apartment Owners in this Condominium and all of the parties holding Approved First Mortgages or other liens affecting any of said Apartments, if any. The termination of this Condominium in such manner shall be evidenced by an instrument to such effect signed by the required parties as herein stated, which instrument shall be recorded amongst the Public Records of Broward County, Florida.

4. The documents effecting such termination shall further require and provide, when applicable, that any reconstructed improvements upon what now comprises the Condominium Property shall be for residential use only and shall contain Apartments of a number not in excess of the number of Apartments in this Condominium. Such document shall also provide that in the event a condominium is again declared upon what now constitutes the Condominium Property or any portion thereof or any other structure containing apartments is constructed thereon, the apartments contained therein shall be obligated to pay their pro rata share of the expenses, including Recreation Area Expenses, allocated to this Condominium under the Condominium Documents, as fully as though this Declaration of Condominium was never terminated. Payment of such obligations shall be enforceable against such apartments in the manner as provided for enforcement against Apartments in the Condominium Documents.

B. Termination after Casualty Loss

1. In the event two-thirds (2/3) of the class of members comprised of Apartment Owners of this Condominium vote in opposition to the special assessment contemplated by Article XVIII D 3(c)(ii) of this Declaration, then such a vote shall be deemed a vote for termination, provided, however, that such termination shall be subject to the requirements for consent and compliance as set forth in Subparagraph A 2 above.

2. Except as provided in Subparagraph XXVII B 1 above, this Declaration may only be otherwise terminated by the unanimous consent of all of the Apartment Owners in this Condominium, the Association and all of the parties holding Approved First Mortgages or other liens affecting any of said Apartments, if any. The termination of this Condominium in such manner shall be evidenced by an instrument to such effect signed by the required parties as herein stated which instrument shall be recorded amongst the Public Records of Broward County, Florida and which document shall be in accordance with the requirements of Subparagraph XXVII A hereof.

C. Results of Termination

In the event of termination, the Condominium Property shall be deemed removed from the provisions of the Act, and shall be deemed to be owned in common by the Apartment Owners in accordance with the percentage share in Common Elements as provided in this Declaration. Each Apartment Owner shall continue to be responsible for his share of Recreation Area Expenses. All lien rights provided for in this Declaration or elsewhere shall run with the Condominium Property and shall be transferred to the respective undivided shares of the Apartment Owners thereof as tenants in common.

IN WITNESS WHEREOF, Laweco Corp., a Florida corporation, has caused these presents to be signed in its name by its President and its

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corporate seal affixed this 26th day of April, 1979.

WITNESSES:

LAWECO CORP.

Claudette J. Webb
Claudette J. Webb

By: Kenneth A. Neal
Kenneth A. Neal, President

Cynthia L. Rogers
Cynthia L. Rogers

(SEAL)

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss.

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, KENNETH A. NEAL, the President of LAWECO CORP., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of April, 1979.

Claudette J. Webb
Notary Public Claudette J. Webb
Macomb County, acting in Wayne County, Michigan
My Commission Expires: January 22, 1983

(SEAL)

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CONSENT OF MORTGAGEE

BARNES MORTGAGE INVESTMENT TRUST, a Massachusetts Business Trust (hereinafter called the "Mortgagee"), the owner and holder of a certain mortgage dated April 5, 1973, and executed and delivered by LAGO-WEST 84, INC., a Florida corporation, to JAMES T. BARNES & COMPANY, a Michigan corporation, filed April 5, 1973, in O.R. Book 5231 at Page 584 of the Public Records of Broward County, Florida, which mortgage was assigned by JAMES T. BARNES & COMPANY to BARNES MORTGAGE INVESTMENT TRUST, by an Assignment of Mortgage dated April 12, 1973, filed June 25, 1973, in O.R. Book 5336 at Page 60 of the Public Records of Broward County, Florida, as amended by a certain Mortgage Modification Agreement dated November 19, 1973, filed November 21, 1973, in O.R. Book 5533 at Page 1 of the Public Records of Broward County, Florida, which mortgage constitutes a lien upon the real property in Broward County, Florida, described in Exhibit No. 1 to the foregoing Declaration of Condominium for LAGO WEST CONDOMINIUM A, hereby consents to the making of said Declaration of Condominium.

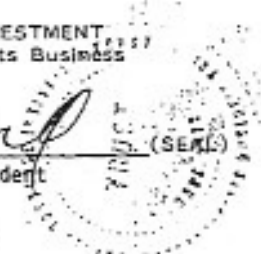
IN WITNESS WHEREOF, the Mortgagee has executed this Consent this 26th day of April, 1979.

WITNESSES:

Claudette J. Webb
Claudette J. Webb
Cynthia L. Rogers
Cynthia L. Rogers

BARNES MORTGAGE INVESTMENT TRUST, a Massachusetts Business Trust

By Kenneth A. Neal
Kenneth A. Neal, President



STATE OF MICHIGAN)
COUNTY OF WAYNE)

SS:

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared Kenneth A. Neal as President of BARNES MORTGAGE INVESTMENT TRUST, a Massachusetts Business Trust, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of April, 1979.

(SEAL)

Claudette J. Webb
Notary Public, State of MICHIGAN
Macomb County, acting in Wayne
My Commission Expires: January 22, 1983



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EXHIBIT A

LEGAL DESCRIPTION

FOR

LAGO WEST

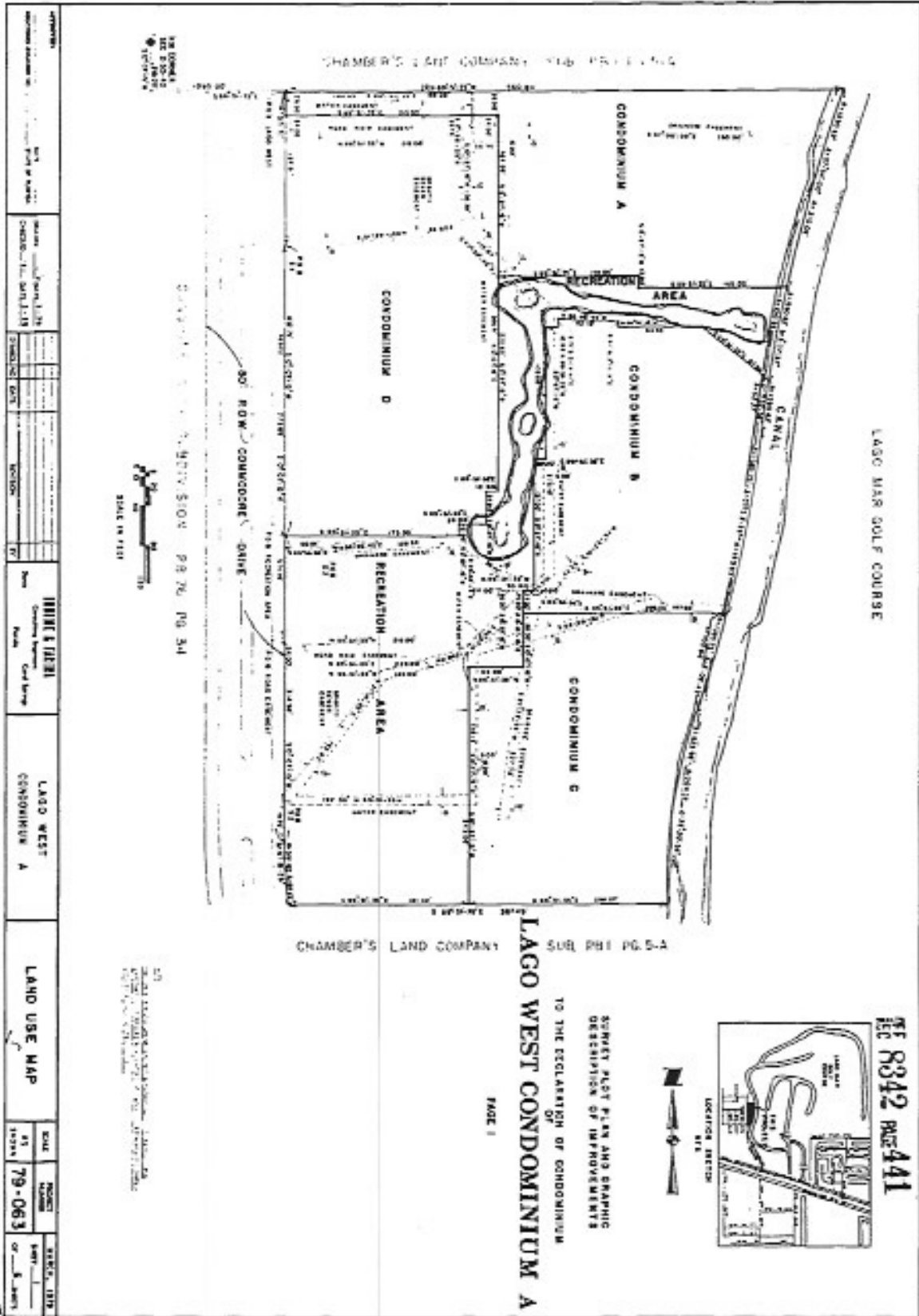
CONDOMINIUM A

A portion of the West one-half (W. 1/2) of Section 2, Township 50, South, Range 40 East, as recorded in the "Chambers Land Company Subdivision", Plat Book 1, Page 5-A of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commencing at the Northwest corner of Section 2, Township 50 South, Range 40 East; thence run South $00^{\circ} 07' 15''$ West along the West line of said Section 2, for a distance of 2161.29 feet; thence run South $89^{\circ} 51' 35''$ East for a distance of 1093.00 feet, to a point on the East right-of-way of Commodore Drive, said point being the Point of Beginning of this description; thence run South $00^{\circ} 07' 15''$ West along the East right-of-way of Commodore Drive for a distance of 26.00 feet; thence run South $89^{\circ} 51' 35''$ East for a distance 215.00 feet; thence run South $00^{\circ} 07' 15''$ West for a distance of 164.09 feet; thence run South $89^{\circ} 51' 35''$ East for a distance of 140.00 feet; thence run South $00^{\circ} 07' 15''$ West for a distance of 12.00 feet; thence run South $89^{\circ} 51' 35''$ East for a distance of 149.00 feet, to a point on a curve to the right forming the Westerly property line of Lago Mar Golf Course, said curve to the right having a radius of 1590.62 feet and a central angle of $07^{\circ} 34' 00''$; thence run along an arc of said curve for an arc distance of 210.06 feet; thence run North $89^{\circ} 51' 35''$ West for a distance of 560.84 feet to the Point of Beginning, said lands situate, lying and being in the City of Plantation, Broward County, Florida and contains 1.551± acres.

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EXHIBIT B



LAGO MAR GOLF COURSE

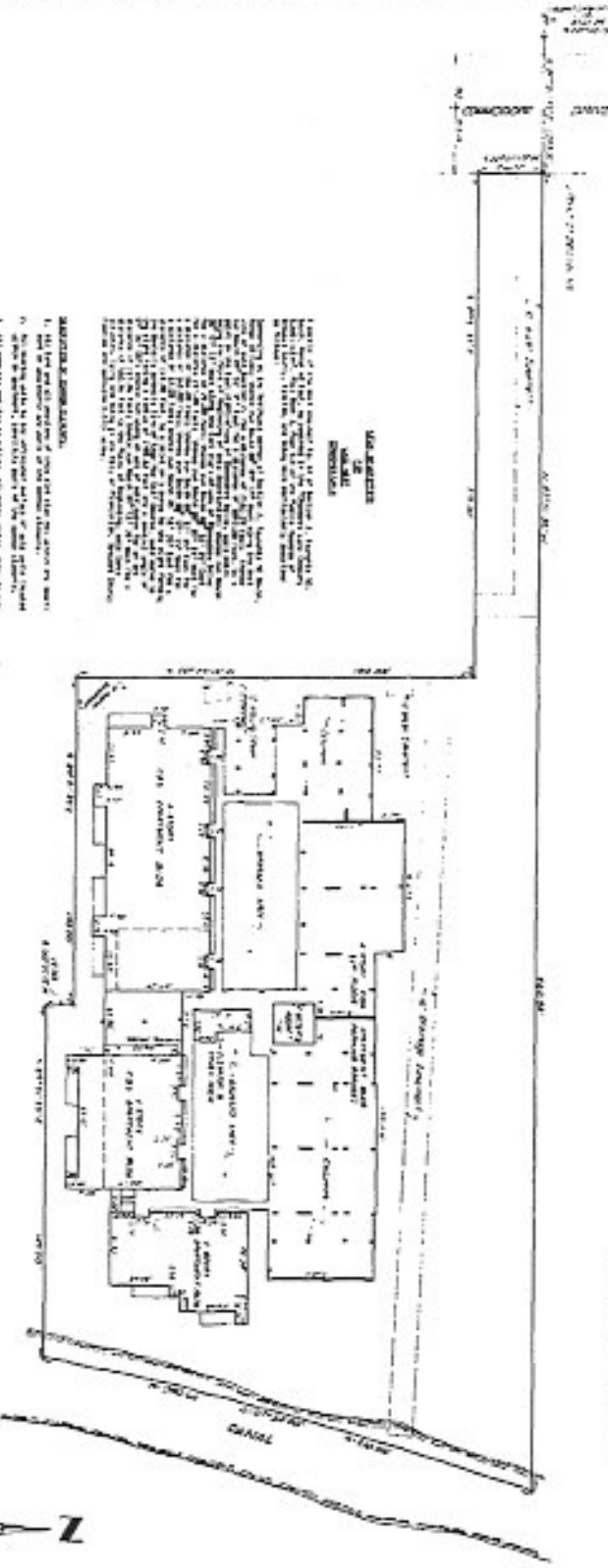


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CHAMBER'S LAND COMPANY SUB PBI PG. 5-A
 SOCIETY PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS TO THE ECLARATION OF CONDOMINIUM A
 LAGO WEST CONDOMINIUM A
 PAGE 1

PROPERTY	OWNER	CHAMBER'S LAND COMPANY	PROJECT	NO. OF UNITS	DATE	SCALE	SHEET	OF
	DATE	10-15-79						
GENERAL NOTES	1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.	2. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE DRIVE.	LAND USE MAP	CONDOMINIUM A	DATE	SCALE	SHEET	OF
	3. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE DRIVE.	4. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE DRIVE.						
DESIGNER	DATE	APPROVED	DATE	DATE	DATE	DATE	DATE	DATE

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NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

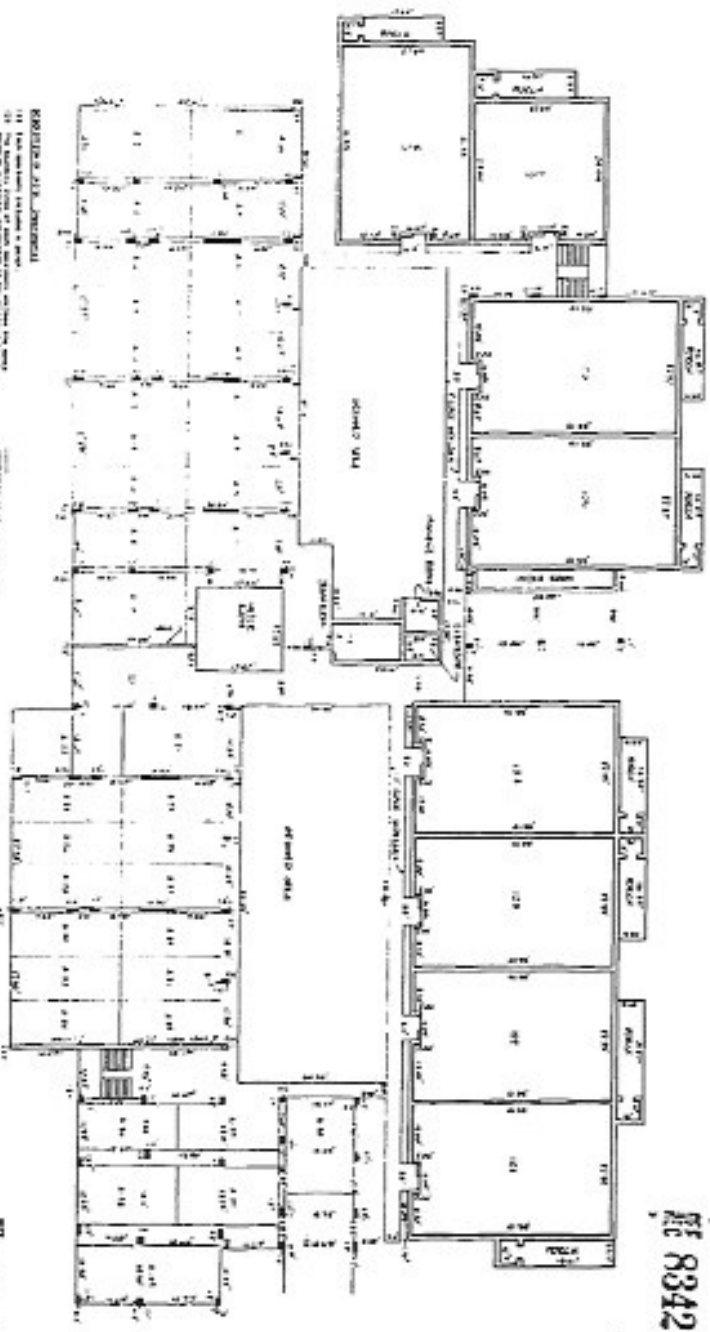


TO THE DECLARATION OF CONDOMINIUM OF
LAGO WEST CONDOMINIUM A

PAGE 2

PROJECT:	LAKEVIEW	OWNER:	LAKEVIEW DEVELOPMENT, INC.	DATE:	10/15/94
CONTRACT NO.:	LAKEVIEW	DESIGNER:	LAKEVIEW DEVELOPMENT, INC.	SCALE:	AS SHOWN
DATE:	10/15/94	PROJECT NO.:	LAKEVIEW	PLANT NO.:	LAKEVIEW
PROJECT:	LAKEVIEW	OWNER:	LAKEVIEW DEVELOPMENT, INC.	DATE:	10/15/94
CONTRACT NO.:	LAKEVIEW	DESIGNER:	LAKEVIEW DEVELOPMENT, INC.	SCALE:	AS SHOWN
DATE:	10/15/94	PROJECT NO.:	LAKEVIEW	PLANT NO.:	LAKEVIEW

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RESIDENTIAL AREA - GENERAL

- 101. The common areas are as shown.
- 102. The common areas are as shown.
- 103. The common areas are as shown.
- 104. The common areas are as shown.
- 105. The common areas are as shown.
- 106. The common areas are as shown.
- 107. The common areas are as shown.
- 108. The common areas are as shown.
- 109. The common areas are as shown.
- 110. The common areas are as shown.

RESIDENTIAL AREA - DETAILS

- 111. The common areas are as shown.
- 112. The common areas are as shown.
- 113. The common areas are as shown.
- 114. The common areas are as shown.
- 115. The common areas are as shown.
- 116. The common areas are as shown.
- 117. The common areas are as shown.
- 118. The common areas are as shown.
- 119. The common areas are as shown.
- 120. The common areas are as shown.

NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

NOTES

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SERVER FLOOR PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

LAGO WEST CONDOMINIUM A

TO THE REGISTRATION OF CONDOMINIUM OF

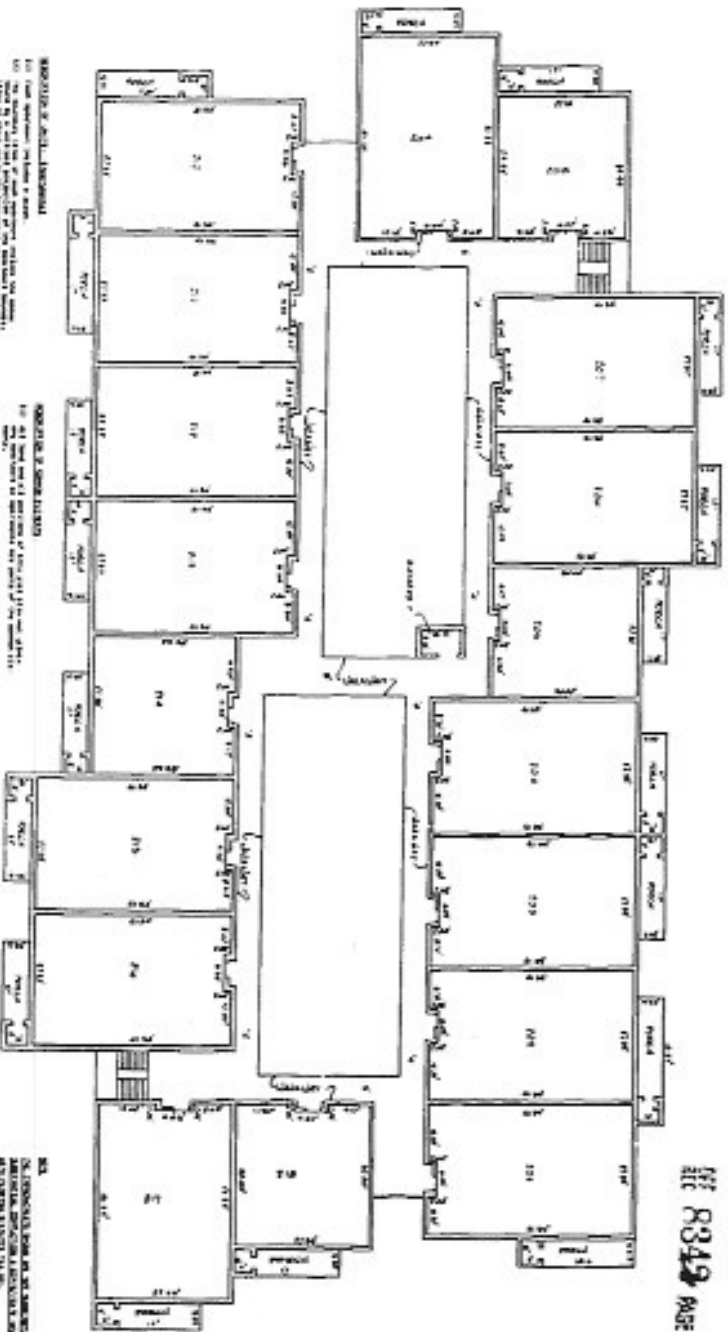
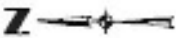
PAGE 3



SCALE

PROJECT NO.	DATE OF ISSUE	DATE OF REVISION	REVISION NO.	REVISION	DATE	BY
THOMAS & EMIL ARCHITECTS 1000 WEST 10TH AVENUE DENVER, CO 80202			LAGO WEST CONDOMINIUM A 1st FLOOR PLAN SHEET NO. 79-063 OF 8 SHEETS			

REC 8349 REC 444



NOTICE OF SELLER'S RESPONSIBILITY

1. The Seller warrants that the information contained herein is true and correct to the best of his knowledge and belief.

2. The Seller warrants that the information contained herein is true and correct to the best of his knowledge and belief.

3. The Seller warrants that the information contained herein is true and correct to the best of his knowledge and belief.

4. The Seller warrants that the information contained herein is true and correct to the best of his knowledge and belief.

5. The Seller warrants that the information contained herein is true and correct to the best of his knowledge and belief.

6. The Seller warrants that the information contained herein is true and correct to the best of his knowledge and belief.

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TO THE DECLARATION OF CONDOMINIUM OF
LAGO WEST CONDOMINIUM A

PAGE 4

 JENSEN & JENSEN, INC.
 REAL ESTATE

UNIT NO.	DATE OF SALE	BUYER'S NAME	BUYER'S ADDRESS	BUYER'S CITY	BUYER'S STATE	BUYER'S ZIP	BUYER'S PHONE	BUYER'S FAX	BUYER'S E-MAIL	BUYER'S AGENT	BUYER'S AGENT PHONE	BUYER'S AGENT FAX	BUYER'S AGENT E-MAIL

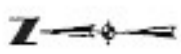
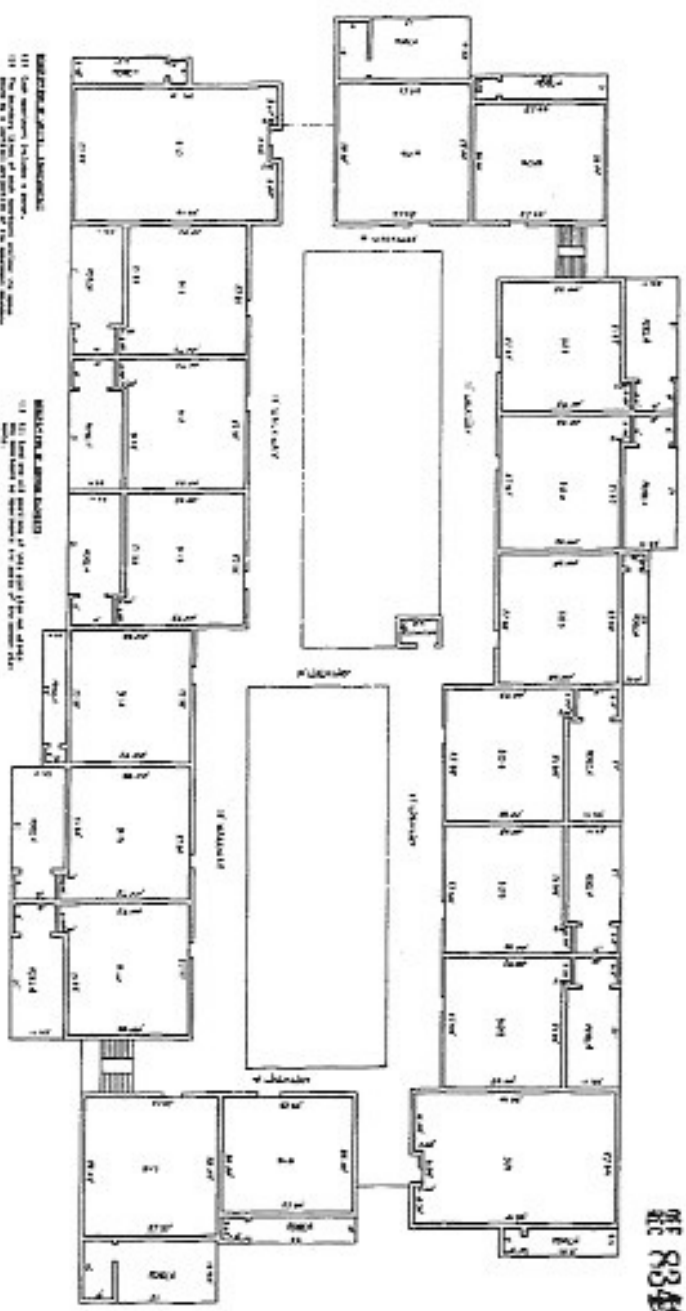
JENSEN & JENSEN
 REAL ESTATE

LEGO WEST CONDOMINIUM A

2ND FLOOR PLAN

SCALE	DATE	BY	CHECKED
1/8" = 1'-0"	7-9-06		

ME R342 ARE 445



REMARKS:

1. See general notes on page 1.
2. The property shown on this plan is not to be construed as a warranty of any kind by the architect.
3. The architect is not responsible for the accuracy of the information shown on this plan.
4. The architect is not responsible for the accuracy of the information shown on this plan.
5. The architect is not responsible for the accuracy of the information shown on this plan.

REMARKS:

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2. The property shown on this plan is not to be construed as a warranty of any kind by the architect.
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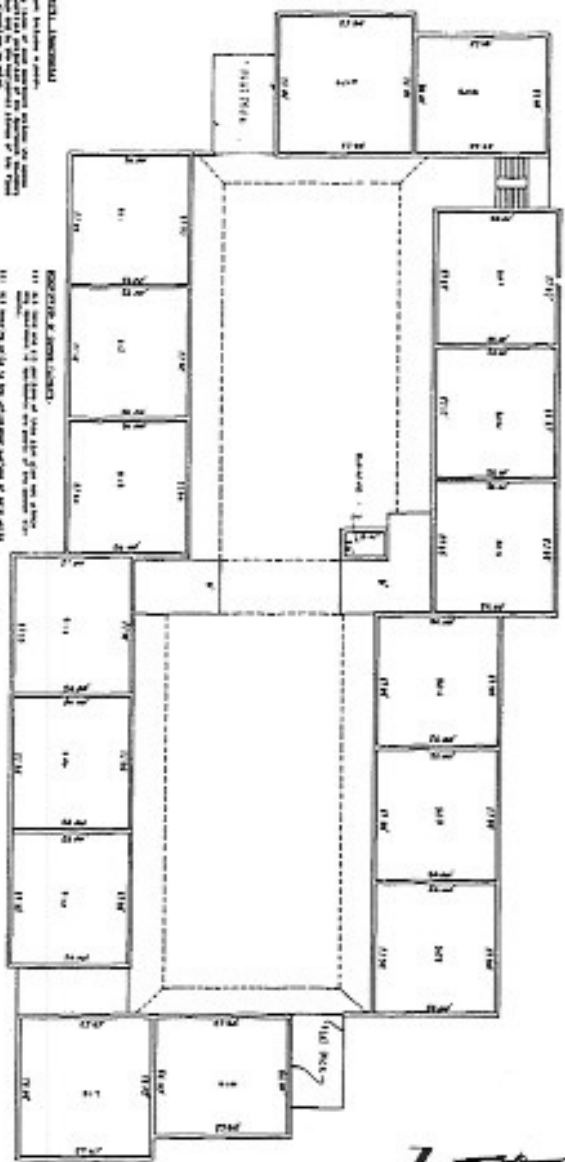
1. See general notes on page 1.
2. The property shown on this plan is not to be construed as a warranty of any kind by the architect.
3. The architect is not responsible for the accuracy of the information shown on this plan.
4. The architect is not responsible for the accuracy of the information shown on this plan.
5. The architect is not responsible for the accuracy of the information shown on this plan.

TO THE DECLARATION OF CONDOMINIUM OF
LAGO WEST CONDOMINIUM A

PAGE 3
 3rd Floor Plan
 SCALE: AS SHOWN

PROJECT NO.	DATE	SCALE	DATE	SCALE	DATE	SCALE	DATE	SCALE
ME R342 ARE 445	01/15/03	AS SHOWN	01/15/03	AS SHOWN	01/15/03	AS SHOWN	01/15/03	AS SHOWN
OWNER	DESIGNER	CONTRACTOR	GENERAL CONTRACTOR	MECHANICAL CONTRACTOR	ELECTRICAL CONTRACTOR	PLUMBING CONTRACTOR	PAINT CONTRACTOR	OTHER
LAGO WEST CONDOMINIUM A	3RD FLOOR PLAN	79063						

REF 8342 REC 446



- NOTES:**
1. See separate schedule of areas.
 2. All dimensions are in feet and inches.
 3. All dimensions are to the centerline of walls unless otherwise noted.
 4. All dimensions are to the centerline of doors unless otherwise noted.
 5. All dimensions are to the centerline of windows unless otherwise noted.
 6. All dimensions are to the centerline of stairs unless otherwise noted.
 7. All dimensions are to the centerline of columns unless otherwise noted.
 8. All dimensions are to the centerline of beams unless otherwise noted.
 9. All dimensions are to the centerline of joists unless otherwise noted.
 10. All dimensions are to the centerline of girders unless otherwise noted.
 11. All dimensions are to the centerline of slabs unless otherwise noted.
 12. All dimensions are to the centerline of walls unless otherwise noted.
 13. All dimensions are to the centerline of doors unless otherwise noted.
 14. All dimensions are to the centerline of windows unless otherwise noted.
 15. All dimensions are to the centerline of stairs unless otherwise noted.
 16. All dimensions are to the centerline of columns unless otherwise noted.
 17. All dimensions are to the centerline of beams unless otherwise noted.
 18. All dimensions are to the centerline of joists unless otherwise noted.
 19. All dimensions are to the centerline of girders unless otherwise noted.
 20. All dimensions are to the centerline of slabs unless otherwise noted.

NO
 IS CORRECTED FROM THE ORIGINAL DRAWING
 BY THE ARCHITECT'S SEAL AND SIGNATURE
 ON THIS DRAWING.

LAGO WEST CONDOMINIUM A

TO THE DECLARATION OF CONDOMINIUM
 OF
 LAGO WEST CONDOMINIUM A
 SCALE: AS SHOWN

DRAWING NO.	411	DATE	7/1/2003	SCALE	AS SHOWN
	410		6/1/2003		AS SHOWN
PROJECT NO.	411	DATE	7/1/2003	SCALE	AS SHOWN
PROJECT NAME	LAGO WEST CONDOMINIUM A	DATE	7/1/2003	SCALE	AS SHOWN
PROJECT ADDRESS	411	DATE	7/1/2003	SCALE	AS SHOWN
PROJECT CITY	LAGO WEST CONDOMINIUM A	DATE	7/1/2003	SCALE	AS SHOWN
PROJECT STATE	LAGO WEST CONDOMINIUM A	DATE	7/1/2003	SCALE	AS SHOWN
PROJECT ZIP	LAGO WEST CONDOMINIUM A	DATE	7/1/2003	SCALE	AS SHOWN
PROJECT COUNTY	LAGO WEST CONDOMINIUM A	DATE	7/1/2003	SCALE	AS SHOWN
PROJECT COUNTRY	LAGO WEST CONDOMINIUM A	DATE	7/1/2003	SCALE	AS SHOWN

CONSTRUCTION OF LAGO WEST CONDOMINIUM A HAS NOT BEEN SUBSTANTIALLY COMPLETED. Upon the substantial completion of construction, the Developer will amend the Declaration of Condominium to include the surveyor's certificate required by Florida Statutes, 5718.104(4)(c).

OFF 8342 PM 447

EXHIBIT C
TO
DECLARATION OF CONDOMINIUM
LAGO WEST CONDOMINIUM A

<u>Number</u>	<u>Type</u>	<u>Share of Common Elements Common Surplus and Common Expense</u>
107, 205, 208, 214, 218	1F	2.2727%
101, 102, 103, 104, 105 106, 108, 201, 202, 203 204, 206, 207, 209, 210 211, 212, 213, 215, 216 217, 301, 310	2F	2.2727%
302, 303, 304, 305, 306 307, 308, 311, 312, 313 314, 315, 316, 318	T-2	2.2727%
309, 317	T-3	2.2734%

[The percentage share of Common Elements, Common Surplus and Common Expenses was apportioned so as to provide an equal share to each Apartment. The share of the T-3 Apartments varies slightly, however, so that the shares of all Apartments in the aggregate equal 100%.]

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EXHIBIT D

ARTICLES OF INCORPORATION
OF
LAGO WEST
CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not-For-Profit)

Aug 12 7 24 AM '75
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

FILED

In order to form a corporation under and in accordance with the provisions and the laws of the State of Florida for the formation of corporations not-for-profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth the following:

ARTICLE I

EXPLANATION OF TERMINOLOGY

1. "Lago West" means the name given to the initial phase of a proposed multi-phased residential development being developed by the Developer upon portions of land lying in the West 1/2 of Section 2, Township 50 South, Range 40 East as recorded in the "Chambers Land Company Subdivision" in Plat Book 1, Page 5-A of the Public Records of Broward County, Florida.
2. "Lago West Condominium" means a condominium within Lago West which is the subject of a particular "Declaration".
3. "Developer" means Lago-West 84, Inc. a Florida corporation, its grantees, successors and assigns.
4. "Act" means the Condominium Act, Chapter 711, Florida Statutes, 1963, as amended.
5. "Condominium Documents" means in the aggregate the Declarations, Articles, By-Laws and Recreational Covenants Agreement all as hereinafter defined and all of the instruments and documents referred to therein and executed in connection with a Lago West Condominium.

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6. "Declaration" means the Declaration of Condominium by which a Lago West Condominium is submitted by the Developer to condominium ownership.

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

8. "Apartment Owner" means unit owner as defined by the Act and is the owner of an Apartment.

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

- (a) operation, maintenance, repair and replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and
- (b) the taxes, insurance, maintenance and other expenses of the Recreation Area (the "Recreation Area Expenses"); and
- (c) any other expenses designated or inferred to be Common Expenses by the Act, by the Declarations, or by the other Condominium Documents and any similar expenses designated as Common Expenses from time to time by the Board of Directors of the Association.

10. "Condominium Property" means the "Land" (as that term is defined in the Declarations), all improvements thereon, including the Apartments, and all Common Elements and all easements and rights appurtenant thereto which are intended for use in connection with a Lago West Condominium and specifically includes, as a right appurtenant to said Land, the use rights in the Recreation Area set forth in the Recreational Covenants Agreement.

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

12. "Association" means Lago West Condominium Association, Inc., a Florida corporation not-for-profit organized hereunder to

REG 8342 REV 4/50

administer Lago West, having as its members the Apartment Owners in all Lago West Condominiums.

13. "Articles" and "By-Laws" means these Articles of Incorporation and the By-Laws of the Association.

14. "Recreational Covenants Agreement" means the instrument to be recorded amongst the Public Records of Broward County, Florida, whereby the Recreation Area is set aside for specific use by Apartment Owners and whereby the Association undertakes to collect from the Apartment Owners and pay all Recreation Area Expenses.

15. "Recreation Area" means the land and improvements in a portion of Lago West as more particularly described in the Recreational Covenants Agreement.

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

17. "Membership" means the members of the Association.

ARTICLE II

NAME

The name of this association shall be LAGO WEST CONDOMINIUM ASSOCIATION, INC., whose present address is 420 North Commodore Drive, Plantation, Florida 33325.

ARTICLE III

PLAN FOR DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. The Developer acquired Lago West and intends to construct thereon four (4) residential apartment buildings containing in the aggregate a maximum of one hundred and eighty (180) Apartments. It is intended that each apartment building will be submitted to condominium ownership as a separate Lago West Condominium by the recording of a Declaration for each building and its appurtenances. The Developer has caused to be

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set aside the Recreation Area for the use of all Apartment Owners in Lago West and for the payment of Recreation Area Expenses by such Apartment Owners. Developer has established and further intends that easements shall be established across, over, under, and upon the Condominium Property of each Lago West Condominium and the Recreation Area so as to provide means of ingress and egress and other purposes for the convenience and benefit of Developer and the Association, its members, their family members, guests and invitees.

B. The Association shall be the condominium association responsible for the operation of Lago West including the Recreation Area and Lago West Condominiums. Each Apartment Owner shall be a member of the Association as provided in the Articles.

C. The purpose for which this Association is organized is to maintain, operate, and manage Lago West Condominiums and the Recreation Area and to own, operate, lease, sell, trade, and otherwise deal with the Recreation Area and Condominium Properties all in accordance with the Condominium Documents.

ARTICLE IV

POWERS

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

1. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of the Condominium Documents and the Act.

2. The Association shall have all of the powers of a condominium association under and pursuant to the Act, and shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to, the

following:

(a) to make, establish and enforce reasonable rules and regulations governing the use of Apartments, Common Elements, and Condominium Property;

(b) to make, levy and collect assessments against Apartment Owners, to provide the funds to pay for the maintenance, operation and management of Lago West as is provided in the Condominium Documents and the Act, including the Recreation Area and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association;

(c) to maintain, repair, replace and operate the Condominium Property, specifically including all portions of the Condominium Property to which the Association has the right and power to maintain, repair, replace and operate in accordance with the Condominium Documents and the Act;

(d) to construct improvements within the Condominium Property in the event of casualty or other loss;

(e) to enforce by legal means the provisions of the Condominium Documents;

(f) to enter into management agreements to provide for the maintenance of the Condominium Property of the various Lago West Condominiums and of the Recreation Area and such other agreements consistent with the purposes of the Association.

(g) to enter into the Recreational Covenants Agreement and any supplements, amendments or modifications thereto.

(h) to enter into agreements with other condominium associations or entities operating subsequent phases at Lago West to provide for uniform operation and enjoyment of all

phases of Lago West.

ARTICLE V

MEMBERS

A. The qualification of Membership, the manner of the admission to Membership, the termination of such Membership and voting by members shall be as follows:

1. Until such time as the first Lago West Condominium is submitted to condominium ownership by the recordation of its Declaration, the Membership of this Association shall be comprised solely of the subscribers to these Articles; and, in the event of the resignation or termination of a subscriber or subscribers as a member, the remaining subscribers may nominate and designate a successor subscriber as a member. Each of the subscriber members shall be entitled to cast one vote on all matters requiring a vote of the Membership.

2. Once the first Lago West Condominium is submitted to condominium ownership by the recordation of its Declaration, the subscribers' rights and interests as members shall be automatically terminated and Apartment Owners within that Lago West Condominium and all subsequent Lago West Condominiums submitted to condominium ownership (including the Developer as to Apartments owned by Developer) shall be entitled to exercise all the rights and privileges of members, as hereinafter set forth.

3. Membership of the Apartment Owners within a Lago West Condominium shall be established by the acquisition of ownership of fee title to or fee interest in an Apartment in any Lago West Condominium as evidenced by the recording of an instrument of conveyance in the Public Records of Broward County, Florida. Where title to the Apartment is acquired by conveyance from a party other than the Developer or in the case

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of acquisition by inheritance, devise, judicial decree or otherwise, the person or persons thereby acquiring the Apartment shall not be members unless and until the provisions of Article XIV of the Declaration have been complied with. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership rights of the prior owner as to the Apartment designated in such instrument shall be simultaneously terminated.

4. No member of the Association may assign, hypothecate or transfer in any manner his membership or his share in the funds and assets of the Association except as an appurtenance to his Apartment.

5. Membership in the Association shall be divided into classes ("Class Members") with the Apartment Owners of each Lago West Condominium constituting a separate class. Each class shall be designated by the same letter used to denote that Lago West Condominium. For example, Apartment Owners in Lago West Condominium A will be "Class A Members".

6. In the event a Lago West Condominium is terminated in accordance with its Declaration, the Apartment Owners in that former Lago West Condominium shall no longer be members or Class Members of the Association.

7. With respect to voting, the following provisions will prevail:

(a) Either the Membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with sub-paragraphs 7 (b) and 7 (c) immediately below. In any event, however, an Apartment shall be entitled to only one vote, which vote shall be exercised and cast in accordance with the Declaration and By-Laws.

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(b) In matters that require a vote, voting shall take place as follows:

(i) Matters substantially pertaining to a particular Lago West Condominium shall be voted upon only by the Class Members of that Lago West Condominium and shall be determined by a majority of the Class Members at any meeting having a proper quorum (as determined in accordance with the By-Laws); and

(ii) Matters substantially pertaining to the Association or to Lago West as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the By-Laws).

(c) Any decision as to whether a matter substantially pertains to a particular Lago West Condominium for purposes of Class Member voting or to the Association or to Lago West as a whole shall be determined solely by the Board, but any matter material to the Recreation Area cannot be designated by the Board to other than the full Membership. Notwithstanding the foregoing, however, no action or resolution affecting a particular Lago West Condominium which the Board determines to require the vote of the Membership shall be effective with regard to that particular Lago West Condominium unless the Apartment Owners of that Lago West Condominium shall be given the opportunity to vote on said act or resolution.

(d) The Membership shall be entitled to elect the Board as provided in Article X of these Articles.

ARTICLE VI

TERM

The term for which this Association is to exist shall be

perpetual.

ARTICLE VII

SUBSCRIBERS

The names and street addresses of the subscribers to these Articles of Incorporation are as follows:

NAME	ADDRESS
Harvey Kopelowitz	900 N.E. 26th Avenue Fort Lauderdale, Florida
Barbara Bass	900 N.E. 26th Avenue Fort Lauderdale, Florida
Scott Fuerst	900 N.E. 26th Avenue Fort Lauderdale, Florida

ARTICLE VIII

OFFICERS

A. The affairs of the Association shall be managed by the President of the Association, assisted by one or several Vice Presidents, the Secretary and the Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board.

B. The Board shall elect the President, a Vice President, a Secretary, and a Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time determine. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible, provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX

FIRST OFFICERS

The names of the officers who are to serve until the first

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election of officers by the Board are as follows: --

President	Donald Scogna
Vice President	A.D. Griffin
Secretary	Alfred Muller
Treasurer	Alfred Muller

ARTICLE X

BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors (the "First Board") shall be three (3). The number of Directors elected subsequent to the First Board shall be as provided in Paragraph G of this Article.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

NAME	ADDRESSES
Donald Scogna	200 North Commodore Drive Fort Lauderdale, Florida 33325
A.D. Griffin	200 North Commodore Drive Fort Lauderdale, Florida 33325
Alfred Muller	200 North Commodore Drive Fort Lauderdale, Florida 33325

Developer reserves the right to designate and remove successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Developer intends that Lago West will ultimately contain 180 Apartments (hereinafter referred to as the "Total Apartments"), all to be operated by the Association. Upon the conveyance by Developer of 27 or more Apartments, (which number constitutes fifteen (15%) percent of the Total Apartments) to Apartment Owners other than Developer ("Purchaser Members"), the Purchaser Members shall be entitled to elect one third of the Board which election shall take place at a special meeting

to be called by the First Board for such purpose (the "Initial Election Meeting"). The Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Directors to be so elected and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and designation. Subject to the provisions of paragraph D. herein the Initial Elected Board shall serve until the next Annual Members Meeting (as described in the By-Laws) whereupon the Directors of the Board shall be elected and designated in the same manner as the Initial Elected Board.

D. The Directors shall continue to be elected and designated as described in sub-paragraph C. immediately above at each subsequent Annual Members Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board which shall occur upon the happening of any of the following events, whichever shall first occur:

1. Three (3) years after sales of 90 Apartments by the Developer have been closed (which number constitutes fifty (50%) percent of the Total Apartments), which closings shall be evidenced by the recording of instruments of conveyance amongst the Public Records of Broward County, Florida to each of such Purchaser Members.

2. Three (3) months after sales of 162 Apartments by the Developer have been closed (which number constitutes ninety (90%) percent of the Total Apartments), which closings shall be evidenced by the recording of instruments of conveyance amongst the Public Records of Broward County, Florida to each such Purchaser Member, or

3. When all of the Total Apartments have been completed (as evidenced by the issuance of a Certificate of Occupancy for all of same) and some have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business.

The election of not less than a majority of Directors by the Purchaser Members shall occur at a special meeting to be called by the Board for such purpose (the "Majority Election Meeting"). The Developer shall designate the remaining members of the Board at the Majority Election Meeting.

E. The Board shall continue to be elected and designated as described in sub-paragraph D immediately above at each subsequent Annual Members Meeting provided that Developer shall be entitled to designate one (1) Director on the Board as long as it holds any Apartments for sale in the ordinary course of business. Developer may, at its exclusive option however, elect to waive such right to designate a Director which election shall be made prior to the notice for the Annual Members Meeting or Majority Election Meeting, which waiver shall only apply for the term or portion of the term of the Directorships then being elected.

F. The Initial Election Meeting and Majority Election Meeting shall be called by the Association through its Board, within sixty (60) days after the Purchaser Members are entitled to elect Directors or the majority of Directors as the case may be. A notice of meeting shall be forwarded to all members in accordance with the By-Laws provided, however, that the members shall be given at least thirty (30) but not more than forty (40) days notice of such meeting. The notice shall also specify the number of Directors which shall be designated by Developer and the remaining number of Directors to be elected by the Purchaser

Members.

G. There shall be three Directors on the Board until the Majority Election Meeting whereupon the number of Directors to be elected, designated and to serve on the Board shall be increased to a total of five.

ARTICLE XI

INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels), reasonably incurred by or imposed upon him (or them) in connection with any proceeding or litigation in which he may become involved, by reason of his being or having been a Director or officer of the Association, or any "settlement" thereof. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. In the event of a "settlement", the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such "settlement" and authorizes reimbursement for the costs and expenses of the "settlement" as being for the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XII

BY-LAWS

The By-Laws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws.

ARTICLE XIII

AMENDMENTS

A. Prior to the recording of the first Declaration amongst the Public Records of Broward County, Florida, these Articles may be amended only by an instrument, in writing, signed by all the subscribers to these Articles and filed in the office of the Secretary of State of the State of Florida. Thereafter a certified copy of each such amendment shall be attached to these Articles and as an exhibit to Declarations upon the recording of Declarations. The instrument amending the Articles shall identify the particular Article or Articles being amended and give the exact language of the amendment.

B. After the recording of the first Declaration amongst the Public Records of Broward County, Florida, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of Board or Membership) at which such proposed amendment is to be considered.

2. A resolution approving the proposed amendment may be passed by either the Board or the Membership and after receiving the requisite approval by one of said bodies, it must be submitted for and obtain approval of the other body. The approval of the Membership must be by a vote of two thirds (2/3) of the members present at any meeting of the Membership at which a

quorum is present and the approval of the Board must be by two-thirds (2/3) of the Directors at a meeting of the Directors.

3. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Declarations.

4. A copy of each amendment shall be certified by the Secretary of State and filed of record.

5. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of the Developer, including the right to designate and select the Directors as provided in Article X hereof, without first obtaining prior written consent of the Developer.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures, this 11th day of August, 1975.

Scott J. Fierst
Harvey Kopeloff
Barbara Bass

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

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above, to take acknowledgments, personally appeared HARVEY KOPPELOWITZ, BARBARA BASS, and SCOTT FIERST, to me known to be the persons described as Subscribers 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 in the County and State last aforesaid this 11th day of August, 1975.

W. Earl J. de Souza
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 26, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS



Prepared by:
William Trazenfeld, Esq.
200 S. Biscayne Boulevard
Suite 1870
Miami, Florida 33131

INSTR # 99245692
OR BK 29445 PG 0619
RECORDED 05/11/99 01:49 PM
COUNTY RECORDS DIVISION
BROWARD COUNTY
DEPUTY CLERK 1833

**CERTIFICATE OF AMENDMENTS TO
THE DECLARATION OF CONDOMINIUM of
LAGO WEST CONDOMINIUM A; AND LAGO WEST CONDOMINIUM B AND
LAGO WEST CONDOMINIUM C AND
BY-LAWS OF
LAGO WEST CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium of Lago West Condominium A was recorded in Official Record Book 8342 at Page 419; and the Declaration of Condominium for Lago West Condominium B was recorded in Official Record Book 6425 at Page 192; and the Declaration of Condominium for Lago West Condominium C was recorded in Official Record Book 7224 at Page 174 of the Public Records of Broward County, Florida; and

WHEREAS, the Bylaws of Lago West Condominium Association, Inc. (the "Association") were attached as Exhibit E to the aforementioned Declaration of Condominium; and

WHEREAS, At a duly called annual meeting of the membership of the Association held on April 21, 1999, the amendments to the Declarations of Condominium and Bylaws as set out in Exhibit "A" attached hereto and incorporated herein were duly approved by a vote of the membership in excess of that required by the pertinent provisions of said condominium documents.

NOW, THEREFORE, the undersigned hereby certifies that the amendments to the Declaration of Condominium and the Bylaws as set out in Exhibit "A" attached hereto and incorporated herein are a true copy of the amendments as approved by the requisite percentage of the membership of the Association.

WITNESS my signature hereto this 22 day of April, 1999 at Broward County, Florida.

LAGO WEST CONDOMINIUM ASSOCIATION, INC.

Richard Licitia
Witness

BY: Joseph DiIorio
President

Richard Licitia
Witness

ATTEST: Joseph DiIorio
Secretary/Treasurer

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STATE OF Florida)
COUNTY OF Broward)

I HEREBY CERTIFY that on this day personally appeared before me, officers duly authorized and acting, Joseph D'Albert and Jean D'Albert Joseph Castellino the President and Secretary respectively, of LAGO WEST CONDOMINIUM ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this

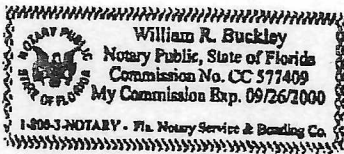
22nd day of April, 1999

Notary Public

William R. Buckley

My Commission Expires:

(SEAL)



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**AMENDMENTS TO
THE DECLARATIONS OF CONDOMINIUM OF
LAGO WEST CONDOMINIUM A, LAGO WEST CONDOMINIUM B AND
LAGO WEST CONDOMINIUM C AND
BY-LAWS OF
LAGO WEST CONDOMINIUM ASSOCIATION, INC.**

(Additions shown by underlining; deletions shown by ~~striethrough~~)

I. Amendments to the Declaration of Condominium:

XII. OCCUPANCY AND USE RESTRICTIONS

C. An Apartment Owner shall show no sign, advertisement or notice of any type on the Common Elements, or other portions of Lago West or in or upon his Apartment and shall erect no exterior antennae and aerials upon any portion or part of his Apartment, or the Common Elements or other portions of Lago West. No Apartment Owner shall cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, balconies, or windows of the Condominium buildings (including, but not limited to, awnings, signs, screens, window tinting, fixtures and equipment) nor to grow any type of shrubbery, flower, plant, tree, vine, grass or other plant life outside the Apartment which is not within a self-contained pot without the approval of the Board of Directors.

D. ~~Except as provided under the Rules and Regulations promulgated by the Association from time to time, an Apartment Owner shall not keep any pet in his Apartment, nor keep any other animals, livestock or poultry nor may any of the same be raised, bred, or kept upon any portion of the Condominium Property or other portions of Lago West.~~ No clothesline or other similar device shall be allowed on any portion of the Condominium Property, including any porches. No trailer, boat, van, camper, truck or other commercial vehicle shall be permitted on any portion of the Condominium Property except during the day light hours, provided, however, that campers may be parked on such portion of Lago West as the Association shall designate for such use.

E. Except for fish, each Apartment Owner (regardless of the number of Apartment Owners), may keep up to a maximum of two (2) household pets in an Apartment, to be limited to domestic dogs or cats, each not to exceed thirty (30) pounds, or caged birds, or one (1) fish tank not to exceed fifty-five (55) gallons, provided said pets are not kept, bred or maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors. All Apartment Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All dogs and cats must be leashed at all times when outside the Apartment. Pets may not be kept on porches or balconies at such times that the Apartment Owners are not in the Apartment. No reptiles or wildlife shall be kept in or on the Apartment. Violations of the provisions of this subsection shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Apartment Owners and/or to require, through order of the Board, any pet to be permanently removed from the Condominium Property.

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F. The clubhouse located at Lago West may be rented for the exclusive use of any one Apartment Owner. The Board has the right, but not the obligation, to establish a rental fee and a cleanup fee for the rental of the clubhouse. This fee may be paid in advance by the Apartment Owner renting the clubhouse. The Board may establish rules and regulations for the use and rental of said clubhouse including, but not limited to, imposing a fine on the Apartment Owner should the clubhouse be used by any unauthorized parties.

G. Except as permitted by the Federal Communications Commission, and approved by the Board of Directors, no outside television or other antennas will be permitted.

XIII. TRANSFER OF PARKING SPACES

C. Restrictions on Use of Parking Spaces

No trucks, boats, motorcycles, trailers or campers may be parked at any time on the Condominium Property except as provided under the rules and regulations of the Association or as the Association may otherwise provide. Vans, pickups, sport utility vehicles, and motor vehicles of similar nature, shall be permitted to be parked on Condominium Property when used as a private vehicle and do not have any commercial markings or be outfitted as a vehicle for commercial use. The Association shall have the right to authorize the towing away of any violating vehicles with costs to be borne by the owner or violator.

XIV. CONVEYANCES AND SALES

A. Sale or Lease

3. Rental or Lease. An Apartment shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld, provided, however, that an Apartment Owner shall be prohibited from leasing his Apartment more than one (1) time per calendar year. The Board shall have the right to require that a substantially uniform lease be used by all Apartment Owners. The Board shall have the right to charge a screening fee in the amount of one hundred (\$100.00) dollars, or the maximum amount permitted by law. Further, a prospective lessee may be required to place a security deposit, in an amount determined by the Board, however, not to exceed the maximum amount permitted by law, in an escrow account maintained by the Association. Said security deposit shall protect against damages to the Common Elements. The lease shall include a provision permitting the Association authority and standing to evict any tenant of an Apartment Owner who is in breach or violation of the lease agreement or the rules and regulations of the Association.

In the event the Board approves a rental or lease, such approval of a rental or lease shall not release the Apartment Owner from any obligation under this Declaration. During the period of the lease, either the lessee or the Apartment Owner, to the exclusion of the other, shall have the right to use the facilities and Common Elements, however, both parties may not use the facilities.

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XV. MAINTENANCE AND REPAIRS

A. By Apartment Owners

The responsibility of an Apartment Owner is as follows:

1. To maintain in good condition and to repair and replace at his expense all portions of his Apartment, except the portions to be maintained or replaced by the Association. This includes his porch, patio, windows, including broken window panes and window opening mechanism (except that the Association shall be responsible for the maintenance and repair of the window frame), front doors of each unit (except that the Association shall be responsible for replacement of the front door at the discretion of the Board of Directors and painting the exterior of the front doors), storage shed including doors to said storage shed (except that the Association shall be responsible for the maintenance and repair of the roofs of said storage shed), and all interior surfaces within or surrounding his Apartment (such as the surfaces of the walls, ceilings, and floors), and to maintain and to repair the fixtures therein, including the air conditioning equipment and any related conduit or other applicable components, and to pay for any utilities which are separately metered to his Apartment. Every Apartment Owner must perform promptly all maintenance and repair work within his Apartment, as aforesaid, which, if not performed, would affect the Condominium Property and Lago West in its entirety or an Apartment belonging to other Owners; each Apartment Owner shall be expressly responsible for the damages and liability that his failure to perform his above-mentioned responsibilities may engender. Said Apartment shall be maintained and repaired in accordance with the building plans and specifications utilized by the Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration;

3. Not to paint or make any alteration, decoration, repair, replacement or change to or on the Common Elements or to any outside or exterior portion of the buildings maintained by the Association, including porches patios, doors (except the interior portion of the door), windows (except that the Apartment Owner shall be responsible for the repair and replacement of window panes and window opening mechanisms), etc. Not to place any ~~drapery facings without white outside lining~~, heat reflecting devices, blinds, shades or exterior screening without first obtaining the written approval of the Board, which approval the Board may withhold in its absolute discretion; not to install any foil or paper window coverings; not to have any exterior lighting fixtures, mail boxes, screen doors, hardware, or similar items installed which are not consistent with the general architecture of the buildings maintained by the Association without first obtaining specific written approval of the Board. The Board shall not grant approval if in its opinion the effect of any of the items mentioned herein will be unsightly as to the exterior or interior of the buildings maintained by the Association;

7. In the event the Apartment Owner of an Apartment fails to maintain the Apartment as required above, the Association shall have the right to proceed in court to seek compliance with the foregoing provisions, or the Association shall have the right to charge the Apartment Owner for the necessary sums to put the improvements within the Apartment in good condition as determined by the Board. Further, in the event an Apartment Owner violates any of the provisions of the Section XV

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above, the Association shall have the right to take any and all legal and/or equitable steps as may be necessary to remedy such violation.

8. No Apartment Owner shall make any structural addition, alteration or improvement, including, but not limited to, air conditioning units, in or to his Apartment without prior written consent of the Board. The Board shall have the obligation to answer any written request by an Apartment Owner for an approval of a proposed structural addition, alteration or improvement in such Apartment Owner's Apartment within thirty (30) days after such written request is received, together with all documentation as may be required by the Board in its sole and absolute discretion. The failure of the Board to respond within the stipulated time shall constitute the Board's consent to the proposed addition, alteration or improvement. All structural additions, alterations and improvements by the Apartment Owners shall be made in compliance with all laws, rules, ordinances and regulations of all government authorities having jurisdiction, as well as the rules and regulations promulgated by the Association including, but not limited to, any prohibitions contained therein regarding exterior alterations. An Apartment Owner making or causing to be made any structural additions, alterations or improvements agrees to hold the Association and all other Apartment Owners harmless from any liability arising therefrom.

C. Alterations and Improvements

The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the right of any Apartment Owner or any Approved First Mortgagee. In the event such changes or improvements prejudice the rights of an Apartment Owner or Approved First Mortgagee, the consent of such Apartment Owner or Approved First Mortgagee so prejudiced shall be required before such changes or improvements may be made or caused. In any event, approval of the Board shall be submitted for ratification by the affirmative vote of two-thirds (2/3) of the Apartment Owners if the cost of the same shall be in Common Expenses which shall exceed One Thousand (\$1,000.00) Dollars or other amount as determined by the Board from time to time. The cost of such alterations and improvements shall be assessed among the Apartment Owners in proportion to their share of Common Expenses.

XVI. COMMON EXPENSES AND ASSESSMENTS

B. Assessments

3. In connection with assessments, the Association shall have all of the powers, rights, privileges and legal remedies provided for by the Act, specifically including a lien upon each Apartment for any unpaid assessments and interest thereon against the Apartment Owner of such Apartment, together with reasonable attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of such lien. Assessments and installments thereof not paid when due, and remaining unpaid for a period of ten (10) days after the due date, shall bear interest from the date when due until paid at the rate of ~~ten (10%)~~ eighteen (18%) percent per annum, or the maximum rate allowed by law, and shall be subject to a late charge of twenty-five (\$25.00) per month, or other amount as

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determined by the Board, but not to exceed the maximum rate permitted by the Act, and administrative costs, and reasonable attorney's fees.

XXII. REMEDIES FOR VIOLATION

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

B. In the event an Apartment Owner or any occupant of an Apartment fails to observe and perform all the provisions of the Declaration, the Bylaws, the Articles, applicable rules and regulations, or any other agreement, documents or instrument affecting the Condominium Property in the manner required, the Association shall have the right to impose a fine against the Apartment Owner and the Apartment. The amount of the fine shall be determined by the Board, but in any event shall not exceed any maximum amount permitted by the Act, as such Act may be amended from time to time. Any fine shall be imposed by written notice to the Apartment Owner or occupant of the Apartment, signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Apartment Owner or the occupant of the Apartment has the right to contest the fine by delivering written notice to the Association within ten (10) days after receipt of the notice imposing the fine. If the Apartment Owner or occupant timely objects to the fine, a hearing shall be conducted before a committee of other Apartment Owners. If the committee does not agree with the fine, the fine may not be levied. The Apartment Owner or occupant shall have the right to attend the hearing and produce evidence on his behalf, and if the Apartment Owner or occupant fails to attend the hearing, the committee may decide whether or not the fine shall be levied without the Apartment Owner or occupant presenting any evidence. Any fine shall be due and payable within ten (10) days after written notice of the imposition of the fine. If the fine is levied against a tenant, the Board shall have the right to evict the tenant if the fine is not paid within ten (10) days after written notice of the imposition of the fine.

C. In any proceeding arising because of an alleged failure of an Apartment Owner or the Association to comply with the requirements of the Act, this Declaration, the Exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees (including appellate attorney's fees).

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**XXIV. PROVISIONS FOR AMENDMENTS TO DECLARATION
BY APARTMENT OWNERS' VOTE**

A. Except as to the matters described in Paragraphs B, C, D and E of this Article XXIV, this Declaration may be amended at any meeting of the Apartment Owners of this Condominium, called and held in accordance with the BYLaws, by the affirmative vote of not less than ~~two-thirds (2/3)~~ a majority of the Apartment Owners, provided that any amendment shall be approved or ratified by a majority of the Board as a whole. An amendment to the Declaration shall be evidenced by a Certificate executed by the Association and recorded in accordance with the Act. A true copy of such amendment shall be sent certified mail (the "Mailing") by the Association to all Apartment Owners, the Developer and to all Approved First Mortgagees. The amendment shall become effective upon the recording of the certificate amongst the Public Records of Broward County, Florida, but the certificate shall not be recorded until thirty (30) days after the mailing, unless such thirty-day period is waived in writing by the Developer and all Approved First Mortgagees.

XXVIII. MISCELLANEOUS PROVISIONS

A. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein, the provisions of this Declaration and Exhibits attached hereto shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated therein.

B. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

C. The Association is empowered to operate Lago West Condominium A, Lago West Condominium B and Lago West Condominium C as if they were a single condominium for all purposes permitted by Florida Statutes.