

DECLARATION OF CONDOMINIUM  
OF  
SHAKER VILLAGE CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM made by MACCARI BUILDING AND CONSTRUCTION COMPANY, INC., an Illinois corporation authorized to do business in the State of Florida hereinafter referred to as “Developer” for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands and improvements to be constructed upon such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, hereinafter referred to as “Condominium Act”.
  - 1.1 The name by which this condominium is to be identified is SHAKER VILLAGE CONDOMINIUM.
  - 1.2 The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are those certain lands lying in Broward County, Florida, as described in Exhibit A attached hereto, and made a part hereof, which shall hereinafter be referred to as “the land”. Said lands shall be subject to conditions, restrictions, limitations and easements of record and reservations.
  - 1.3 Effect of Declaration. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving and by acceptance of grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions hereof, the By-Laws and Articles of Incorporation. Both the burdens imposed and the benefits shall run with each unit as herein defined.
2. Definitions. The terms used in this Declaration and in the Articles of Incorporation and the By-Laws of SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires.
  - 2.1 Apartment means a part of the condominium property which is to be subject to private ownership. The word unit, as used herein is synonymous with the word apartment as defined herein. The word townhouse, as used herein, is synonymous with the words apartment and unit as defined herein. The words unit, apartment and townhouse may be used interchangeably herein and in other documents which relate to the condominium.
  - 2.2 Apartment owner means the owner of a condominium parcel. The words unit owner and townhouse owner are synonymous with the words apartment owner as defined herein.

- 2.3 Association means the SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., and its successors.
- 2.4 Assessments mean a share of the funds required for the payment of the condominium expenses which from time to time are assessed against the individual owner.
- 2.5 Building shall mean and include each of the individual apartment/townhouse buildings either constructed or to be constructed as herein provided.
- 2.6 By-Laws mean the By-Laws for the government of the condominium as they exist from time to time.
- 2.7 Common element means the portions of the condominium property not included in the apartments and in addition thereto, all other items stated in this Declaration as well as the items stated in the Condominium Act.
- 2.8 Common expenses mean the expenses for which the apartment or unit owners are liable, which shall include but not be limited to the following:
1. Expenses of administration and management of the condominium property.
  2. Expenses of maintenance, operation, repair or replacement of common elements.
  3. Expenses declared common expenses by the provisions of this Declaration or by the By-Laws.
  4. Any valid charge against the condominium as a whole.
  5. Any expenses of charge to or assessment by the Association as provided for in this Declaration, the Articles of Incorporation and/or the By-Laws.
  6. Expenses, including rentals, under the Recreation and Community Facility Lease.
- 2.9 Common surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.
- 2.10 Condominium is that form of ownership of condominium property under which units of improvement are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.
- 2.11 Condominium parcel means a unit together with the un-divided share in the common elements which is appurtenant to the unit.
- 2.12 Condominium property means and includes the land in this condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

- 2.13 Declaration, or Declaration of Condominium, means the instrument or instruments by which this condominium is created, and said instrument or instruments as they may be from time to time amended.
- 2.14 Operation, or operation of the condominium, means and includes the administration and management of the condominium property.
- 2.15 Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender.
- 2.16 Utility services, as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

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

3. Development Plans. The condominium shall consist of 64 apartment buildings, containing a total of 358 apartments, and the facilities appurtenant thereto as, or to be constructed and installed by the Developer. This property, together with the improvements thereon which have been and will be constructed by the Developer, is one of several parcels contemplated to be developed and improved by Developer as condominiums upon that real property described upon Exhibit B attached hereto and made a part hereof, which entire area shall hereinafter be referred to as Shaker Village. All said condominiums are or shall be developed under a common plan. Each parcel submitted to condominium form of ownership, pursuant to this common plan, shall constitute a separate condominium property, but all of the condominiums within Shaker Village shall be operated and governed by the same association, to-wit: Shaker Village Condominium Association, Inc. All of the condominiums developed under the common plan may be referred to collectively as "Shaker Village Community".

Nothing herein contained shall impose upon the Developer, its successors or assigns any obligation to develop and construct any additional condominiums, or to utilize all or any additional portion of the lands described upon Exhibit B pursuant to this development plan.

The maintenance, management and operation of the various properties, facilities, recreational and community facilities, and services throughout Shaker Village are, and/or shall be of common interest and concern to the owners within this condominium as well as to the owners within other condominiums established and/or to be established within Shaker Village. Therefore, apartments and the owners thereof within this condominium shall be charged with a proportionate share of the cost and expense thereof, notwithstanding the fact that such properties, facilities, recreational and community facilities and/or services may be located and/or registered outside of this condominium. These properties, facilities, recreational and community facilities and services shall include but not be limited to: the maintenance and upkeep of roadways throughout Shaker Village and the lighting appurtenant thereto; the entranceway to Shaker Village, including but not limited to the waterways, gatehouse, landscape and amenities appurtenant thereto; the security services and systems including

the personnel who may from time to time be employed throughout Shaker Village by the Association, and the mechanical and electronic devices which may be utilized and incorporated therewith; pumps and other equipment utilized in connection with irrigation systems; drainage systems and appurtenances thereto serving part and/or all of Shaker Village; and recreational and community facilities. All such costs together with the cost of maintaining and operating the various condominiums comprising Shaker Village, and such other costs and expenses as may be within the sole discretion of the Association, shall be apportioned among all owners of condominium units within all condominiums established and/or to be established within Shaker Village, and, as apportioned, shall be assumed and paid by the owner of each such unit as a common expense, as hereinafter provided for.

It is further intended that the Association shall enter into a lease for certain recreational and community facilities, as is hereinafter provided for, for the benefit of its members as apartment owners in Shaker Village.

- 3.1 Plot Plan. A plot plan of the lands comprising the condominium and locating the proposed improvements either constructed thereon or to be constructed thereon is attached hereto as Exhibit C. The proposed common elements are comprised of the entire condominium property (which does not include the roadways or recreation areas as reflected upon Exhibit A) less the apartment units as hereinafter defined.
- 3.2 Improvements- Completion. At the time of filing this Declaration, certain of the improvements to be provided pursuant to the terms hereof have been completed and as to those that have been completed, a Certificate of an architect, engineer or surveyor certifying that the improvements have been constructed substantially as hereinafter represented is attached hereto as Exhibit D. As to those improvements that have not been completed at the time of the filing of this Declaration, this Declaration may be amended by filing such additional plans, specifications, drawings or other documents as may be required to described adequately the completion of improvements. Said completion may be shown by a Certificate of an architect, engineer or surveyor certifying that the improvements have been constructed substantially as herein represented, or designating any changes made. Such plans or Certificates, when signed and acknowledged by the Developer and filed of record, shall in themselves constitute an amendment of this Declaration, notwithstanding the procedures for amendment described elsewhere in this Declaration.
- 3.3 Amendment of Plans and Completion of Improvements.
  1. Alteration of plans. The Developer reserves the right to change the location and exterior design of all apartment buildings and improvements and arrangement of all units contained therein and to alter the boundaries between units until the apartment buildings or improvements, as the case may be, shall be completed. If the Developer shall make any changes so authorized, such changes shall be reflected by an amendment to this Declaration.
  2. Amendment of Declaration. An amendment to this Declaration reflecting such alteration of plans by Developer need by signed and acknowledged only by the Developer and mortgagees who may be affected by such change but shall not require approval by the Association, apartment owners, other lienors or any other person whomsoever.

3. Alteration of apartment plans. The Developer reserves the right to change the interior design and arrangement of all apartment of all apartments and to alter the boundaries between apartments, so long as the Developer owns the apartments so altered. Any such change shall be reflected by an amendment of this Declaration which may be executed by the Developer alone, notwithstanding procedures for amendment hereinafter set forth. However, no such change shall increase the number of apartments nor materially diminish the common elements without amendment of this Declaration in the manner described hereafter.

3.4 Apartment Plans. As each of the apartment buildings is completed within the development plan of the condominium, there shall be attached hereto as Exhibit E and supplements thereto, by amendment to this Declaration, a plot plan setting forth the location, dimensions and size of each building and the apartment units contained therein. The legal description of each apartment shall consist of the identifying number of the appropriate building and identifying number of such unit as shown upon the appropriate Exhibit attached hereto. Every deed, lease, mortgage or other instrument may legally describe a unit, apartment and/or condominium parcel by its identifying building number and its identifying number as provided for on the attached Exhibits and each and every description shall be deemed good and sufficient for all purposes.

4. Apartment Boundaries.

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

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

1. Upper Boundary: The horizontal plane of the undecorated finished ceiling.

2. Lower Boundary: The horizontal plane of the undecorated finished floor.

4.2 Perimetrical Boundaries. The perimetrical boundaries of the apartment shall be the vertical plans of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries.

4.3 Boundaries – Further Defined. The boundaries of the apartment shall not include all of those spaces and improvements lying beneath the undecorated and/or unfished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or unfinished inner surfaces of the ceilings of each apartment, or, as to two-story apartments, above the undecorated and/or unfinished inner surfaces of the upper top story ceilings of each apartment, and further shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for the utility services or to other apartments and/or for common elements.

4.4 Balconies, Sundecks and Utility/Storage Rooms. An apartment shall include, where applicable as indicated upon Exhibit E, a balcony and/or patio and/or sundeck and/or utility-storage room, the boundaries of which shall be as follows: All upper, lower and

perimetrical boundaries shall be the same as set forth above. However, should a perimetrical boundary be screening or railing, then the apartment shall include the screening and/or railing and the boundary shall be the exterior surface of the frame of the screening and/or the exterior surface of the railing, except those between apartments which shall be treated the same as perimeter walls as provided for in 4.3 above.

5. Easements.

Each of the following easements is a covenant running with the land of the condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose, and each shall survive the termination of the condominium.

- 5.1 Utilities. As may be required for utility services in order to adequately serve the condominium. However, easements through a unit shall be only according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved in writing by the unit owner.
- 5.2 Pedestrian and vehicular traffic. For pedestrian traffic over, through and across sidewalks, paths, lanes, and walks, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, same being for the use and benefit of only the condominium unit owners.
- 5.3 Support. Every portion of an apartment contributing to the support of an apartment building or an adjacent apartment shall be burdened with an easement of support for the benefit of all other apartments and common elements in the building.
- 5.4 Perpetual non-exclusive easement in common elements. The common elements shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of apartment units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.
- 5.5 Air Space. Each condominium unit shall have an exclusive easement for the use of the air space occupied by the said unit as it exists at any particular time and as the unit may lawfully be altered.
- 5.6 Easement for encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or re-building which now exist or hereafter exist and such easements shall continue until such encroachment no longer exists.
- 5.7 Easement for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.
- 5.8 Easement for unintentional and non-negligent encroachments. In the event that any apartment unit shall encroach upon any common elements for any reason not caused by the

purposeful or negligent act of the apartment unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such apartment unit shall exist for the continuance of such encroachment unto the common elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the common elements shall encroach upon any apartment unit, then an easement shall exist for the continuance of such encroachment of the common elements into any apartment unit for so long as such encroachment shall naturally exist.

5.9 Easements and Cross-Easements. In as much as this condominium constitutes one phase of a condominium community known as Shaker Village there are hereby created easements in favor of the unit owners of this condominium, the unit owners of other condominiums comprising a portion of Shaker Village, either established or to be established, Shaker Village Condominium Association, Inc., and the members of said Association, their immediate families, guests and invitees, for ingress, egress and utilities, including but not limited to those necessary to provide power, electric, telephone, sewer, water, lighting facilities, irrigation, drainage, television transmission facilities, security services, electronic and other facilities in connection therewith and the like. Developer, for itself, its successors, nominees and assigns, and the Association, reserves the right to impose upon the common elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of, and necessary and proper for this condominium and other condominiums in Shaker Village and surrounding lands.

5.10 Easements of Record. It is recognized that the creation of this condominium is subject to restrictions, reservations and easements, which have been placed of record prior to the formation and filing hereof. The existing restrictions, reservations and easements of record include, but are not limited to, certain easements for ingress and egress across, upon and through the condominium property and therefore, the use of the condominium property shall continue at all times to be subject to said easements.

It is further recognized that the Developer has granted unto the Association certain non-exclusive easements for purposes of ingress and egress onto and from dedicated thoroughfares in order to assure ingress and egress throughout this condominium and the other condominiums comprising Shaker Village for the benefit of the condominium owners of all units within the Shaker Village Community.

## 6. Ownership.

6.1 Type of Ownership. Ownership of each condominium parcel may be in fee simple, or in any other estate in real property recognized by the law and at least subject to this Declaration and restrictions, reservations, limitation or record.

6.2 Association Membership. The owners of record of the apartments shall be members of the Association. There shall be one membership for each apartment and if there is more than one record owner per apartment, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the apartment.

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

7. Restraint Upon Separation and Partition of Common Elements.

The fee title of each condominium parcel shall include both the condominium unit and an interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyances may refer only to the fee title to the condominium unit. Any attempt to separate and/or action to partition the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

8. Percentage of Ownership of Common Elements.

Each of the apartment owners of the condominium shall own an undivided interest in the common elements, stated as a fraction, the numerator of which shall be one and denominator of which shall be the total number of apartments in this condominium.

9. Expense and Common Surplus.

9.1 The common expenses to be borne by each apartment owner shall be a portion of the total expenses and costs of the Association. Each apartment owner shall be responsible for a portion of the common expenses computed by multiplying all of the common expenses by a fraction, the numerator of which shall be one and the denominator of which shall be the total number of apartment units in all condominiums submitted to the condominium form of ownership under the development plan, as aforementioned, and becoming the responsibility for the operation and maintenance by the Association on the date of assessment.

9.2 Any common surplus of the Association shall be owned by each of the apartment or unit owners in the same proportion as their percentage liability for common expenses.

10. Automobile Parking Spaces.

The common elements include parking areas for automobiles for the apartment owners. Parking will be available for use pursuant to the regulations of the Association, which regulations shall provide that the owners of each apartment shall be entitled to parking for two automobiles. The parking areas will initially be assigned by the Developer, and once assigned, such parking spaces may not thereafter be separately assigned, conveyed hypothecated, transferred, encumbered or otherwise dealt with and the right to use thereof shall be assigned simultaneously with the conveyance of title to the apartment to which they are appurtenant, except that in cases where more than two parking spaces have been assigned to an apartment, the owner of said apartment shall re-assign to the Association at the time of conveyance of the apartment, any parking spaces in excess of two parking spaces.



11. Maintenance, Alterations and Improvements.

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

11.1 Apartments.

1. By the association. The Association shall maintain, repair and replace, at the Association expenses:
  - a. All portions of an apartment building contributing to the support of the apartment building, which portions shall include, but not be limited to outside walls of the apartment building and all fixtures on its exterior, those portions of boundary walls not a part of apartments, floor and ceiling slabs, load-bearing columns and load bearing walls;
  - b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of an apartment maintained by the Association; and all such facilities contained within an apartment that services part of parts of the condominium other than the apartment within which contained;
  - c. All incidental damage caused to an apartment by such work immediately above described shall be repaired promptly at the expense of the Association.
2. By the apartment owner. The responsibility of the apartment owner shall be as follows:
  - a. To keep and maintain his apartment, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within his apartment which, if omitted, would affect the condominium in its entirety or in a part belonging to other owners or would affect other condominiums subject to the foregoing plan of development, being expressly responsible for the damages and liability which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each apartment shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connections required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his apartment which may now or hereafter be situated in his apartment.
  - b. To maintain, repair and replace any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other

accessories which such owner may desire to place or maintain in his apartment.

- c. Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings of sundecks and balconies.
  - d. To promptly report to the Association any defect or need for repairs for which the Association is responsible.
3. Alteration and Improvement. Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in the building in which such work is to be done and approval of the board of directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

#### 11.2 Common Elements.

1. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.
2. Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five (75%) percent of the members of the Association except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against an institutional Mortgagee, as defined in paragraph 2.15 herein that acquires its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the proportion that their shares for the common expenses bear to each other.

There shall be no change in the shares and rights of an apartment owner in the common elements, altered or further improved, whether or not the apartment owner contributes to the costs of such alteration or improvements.

- 11.3 Enforcement of Maintenance. In the event the owner of a unit fails to maintain it as required above, the Association, Developer or any other unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the

Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a unit owner violates any of the provisions of this section, the Developer and/or the Association shall have the right to take any and such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without the consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

12. Assessments.

The making and collecting of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

- 12.1 Share of the Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses and shall share of the common surplus, such shares being heretofore set forth. A unit owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of grantee to recover from the grantor the amounts paid by the grantee therefor.
- 12.2 Non-Waiver. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessment is made.
- 12.3 Interest, Application of Payments. Assessments and installments on such assessments not paid on or before ten days after date when due shall be deemed late and shall bear interest at the highest rate of interest allowed by law per annum from the date when due until paid. In addition to the above stated interest, the Association shall charge an administration late fee in the highest amount permitted by law or such lesser amount as the Board may determine from time to time, by a duly adopted Board rule, for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the assessment. The foregoing method of applying payments shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.
- 12.4 Lien for Assessments. The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, late fees, costs and attorney's fees incurred in the collection of unpaid assessments or the enforcement of the lien, against the owner of such condominium parcel, together with a lien on all tangible personal property located within the apartment, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. All sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the apartment owner and secured by such

lien. The Association's liens shall also include those sums advanced on behalf of each apartment owner in payment of his obligation for use charges and operation costs likewise referred to as common expenses.

- 12.5 Collection and foreclosure. The board of directors may take such action as they deem necessary to collect assessments of the Association by personal action, or by enforcing and foreclosing said lien, and may settle and comprise the same, if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the properties established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the apartment owner shall be required to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the apartment owner and/or occupant.
- 12.6 Liability of Mortgage, Lienor or Judicial Sale Purchaser for Assessment. Where the mortgagee of an institutional first mortgage of record or other purchaser of an apartment, obtains title to a condominium parcel as a result of foreclosure of the institutional first mortgage, or when an institutional first mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel, or chargeable to the former apartment owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners, except such acquiring title, whether as a result of foreclosure or by acceptance of a deed to the condominium parcel in lieu of foreclosure. The new owner, from the time of acquiring of such title shall forthwith become liable for payment of the common expenses and such other expenses as may be chargeable to the owner of a condominium unit hereunder. However, any person who acquires an interest in an apartment, except through foreclosure of an institutional first mortgage of record, or acceptance of a deed in lieu of such a foreclosure, including without limitation, persons acquiring title by operation of law, including persons who become purchasers at judicial sales, shall not be entitled to occupancy of the apartment or enjoyment of the common elements, or of the recreational facilities until such time as all unpaid assessments due and owing by the former owner have been paid.
- 12.7 Assignment of Claim and Lien Rights. The Association, acting through its board of directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessment to the Developer, or to any apartment owner or group of apartment owners, or to any third party.
- 12.8 Unpaid Assessments – Certificate. Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

13. Association.

In order to provide for the proficient and effective administration of this condominium by the owners of apartments, together with the administration of the other condominiums comprising Shaker Village, a non-profit corporation known and designated as Shaker Village Condominium Association, Inc. has been organized under the laws of the State of Florida, and said corporation shall administer the operation and management of this condominium and the other condominiums within Shaker Village and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions, and conditions of this Declaration of Condominium, in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the rules and regulations promulgated by the Association from time to time.

- 13.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit F.
- 13.2 The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached as Exhibit G.
- 13.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.
- 13.4 Restraint Upon Assignment of Shares and Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.
- 13.5 Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.
- 13.6 Membership. The record owners of all units in this condominium, together with record owners of all units of other condominiums within Shaker Village, shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles. Membership shall be established by acquisition of ownership of fee title to or fee interest in a condominium parcel in said condominiums, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recordation among the Public Records of Broward County, Florida, of the Deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.
- 13.7 Voting. On all matters as to which the membership shall be entitled to vote, there shall be only one vote for each unit.

13.8 Right of entry into private dwellings in emergencies. In case of any emergency originating in or threatening any apartment units, regardless of whether the owner is present at the time of such emergency, the board of directors of the Association, or any other person authorized by it, or the building superintendent or managing agent, shall have the right to enter such apartment for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each apartment unit, if required by the Association, shall deposit under control of the Association a key to such apartment unit.

13.9 Right of Entry for Maintenance of Common Elements. Whenever it is necessary to enter any apartment unit for the purpose of performing any maintenance, alteration or repair to any portion of the common elements, the owner of each apartment unit shall permit other owners or their representatives, or the duly constituted and authorized agent of Association, to enter such apartment unit for such purpose, provided that such entry be made only at reasonable times and with reasonable advanced notice.

14. Insurance.

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

14.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of apartment owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expenses. All policies purchased by the Association must be written by insurance companies authorized to do business in Florida, and with offices or agents in Broward County, Florida.

14.2 Coverage.

1. Casualty. All buildings and improvements upon the land including apartments and all personal property of the Association included in the condominium property are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the board of directors of the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage affords protection against:
  - a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;
  - b. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to, vandalism and malicious mischief.

2. Public Liability in such amounts and with such coverage as shall be required by the Board of the Association, with cross liability endorsements to cover liability of the apartment owners as a group to any apartment owner.
3. Workmen's Compensation as shall be required to meet the requirements of the law.

14.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association.

14.4 Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses shall be paid to any national bank in Broward County with trust powers as may be approved by the board of directors of the Association as trustee, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payments of premiums nor for the renewal or sufficiency of the policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purpose elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee.

1. Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are apartments in each building, the shares of each apartment owner being the same as his share in the common elements, as same are hereinabove stated.
2. Apartments. Proceeds on account of apartments shall be held in the following undivided shares:
  - a. Partial destruction, when the buildings are to be restored, for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner.
  - b. Total destruction of the buildings or when the buildings are to be restored to owners of all apartments in the buildings, each owner's share being in proportion to his share in the common elements apparent to his apartment.
  - c. Mortgagee. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against apartment units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

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

1. Expense of trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefore.
2. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructive, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
4. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and the respective shares of the distribution.
5. Association as Agent. The Association is hereby irrevocably appointed agent for each apartment owner to adjust all claims arising under insurance policies purchased by the Association.

15. Reconstruction or Repair -After Casualty.

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

1. Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.
2. Apartment Buildings.
  - a. Lesser damage. If the damaged improvement is a part of the apartment buildings, and if apartments to which fifty (50%) percent of the common elements are appurtenances are found by the board of directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.



- b. Major damage. If the damaged improvement is part of the apartment buildings, and if apartments to which more than fifty (50%) of the common elements are appurtenant are found by the board of directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five (75%) percent of the common elements agree in writing to such reconstruction or repair.
- 3. Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.
- 15.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the board of directors of the Association, and if the damage property is the apartment buildings, by the owners of not less than seventy-five (75%) percent of common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.
- 15.3 Responsibility. If the damage is only to those of one apartment for which the responsibility of maintenance or repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.
- 15.4 Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- 15.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for the payment of the cost hereof are insufficient, assessments shall be made against the apartment owners who own the damage apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against the apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.
- 15.6 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.
- 15.7 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be distributed in payment of such costs in the following manner:
  - 1. Association. If costs of reconstruction and repair which are the responsibility of the Association are more than \$5,000.00, then the sum paid upon assessments to

meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:
  - a. Apartment owner. The portion of insurance proceeds representing damage for which the Responsibility of reconstruction and repair lies with the apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly.
  - b. Association- lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be dispersed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such funds shall be dispersed in the manner hereafter provided for the reconstruction and repair of major damage.
  - c. Association - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.
  - d. Surplus. It shall be presumed that the first monies dispersed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be dispersed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of the distribution to a beneficial owner which is not an excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.
  - e. Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the

construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed or less than the assessments paid by the owner. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements and payment of costs of reconstruction and repair.

## 16. Use Restrictions.

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

### 16.1 Apartments.

1. Each of the apartments shall be occupied only by an owner, his family, his servants and guests, as a residence and for no other purpose.
2. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby.
3. Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the apartment building without the prior written consent of the board of directors of the Association.
4. No clothes lines or similar devices shall be allowed on any patios or balconies of the condominium property, or any other part of the condominium property, without the written consent of the board of directors of the Association.
5. No owner shall make, allow or cause to be made any structural addition or alteration to his apartment or to the common elements without the prior written consent of the Association.

16.2 Pets. Pets may be kept upon the condominium property but shall be so kept subject to the rules and regulations adopted by the Association. No pets may be kept, bred or maintained for any commercial purpose. Any pet that shall cause or create a nuisance or unreasonable disturbance, shall be permanently removed from the property upon three days written

notice by the Association. If an apartment owner shall fail to cause an objectionable pet to be removed from the premises upon such requests, the owner thereof shall be liable for court costs, attorney's fees and such other expenses as may be incurred by the Association in order to enforce these provisions concerning pets and/or rules and regulations hereinafter adopted concerning same.

- 16.3 Common Elements. The common elements shall be used only for the purposes for which they are intended.
- 16.4 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or of the common elements which will increase the rate of insurance upon the condominium property.
- 16.5 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.
- 16.6 Signs. No signs shall be displayed from an apartment or on common property except such signs as shall have advance written approval by the Developer or the Association.
- 16.7 Rules and Regulations. Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.
- 16.8 Leasing. No owner shall lease a unit and no unit shall be leased during the two (2) year period subsequent to the acquisition of title to the unit or the recording of the instrument of conveyance, whichever is later. No unit shall be leased more than one (1) time during an owner's period of ownership and leasing more than one (1) time during an owner's period of ownership shall be prohibited. No lease shall be for a term of less than one (1) year and leasing for a term of less than one (1) year shall be prohibited. There shall be a maximum cap of not more than twenty percent (20%) of the total number of units under lease at any given time and no unit shall be leased, if such lease would cause the total number of units under lease to exceed the maximum cap.

17. Maintenance of Community Interests.

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists and the

apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

17.1 Transfer Subject to Approval.

1. Sale. No apartment owner may dispose of an apartment or any interest therein without approval of the Association except to an apartment owner.
2. Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association except to an apartment owner.
3. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.
4. Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.
5. Other transfers. If any apartment owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

17.2 Approval by Association. The approval of the Association which is required for the transfer of ownership of apartments shall be obtained in the following manner:

1. Notice to Association.
  - a. Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.
  - b. Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee as Association may reasonably require, and an executed copy of the proposed lease.
  - c. Gift; devise; inheritance; other transfers. An apartment owner who has obtained his title by gift, devise, or inheritance, or by any other manner not heretofore considered shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

- d. Failure to give notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of Approval.

- a. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or a Vice President and Secretary or by the President or a Vice President and having the corporate seal affixed in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.
- b. Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, which at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Broward County, Florida, at the expense of the Lessee.
- c. Gift, devise or inheritance; other transfer. If the apartment owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the apartment owner and shall be recorded in the public records a Broward County, Florida, at the expense of the apartment owner.

- 3. Approval of corporate owner or purchaser. In as much as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the apartment be also approved by the Association.

17.3 Disapproval by the Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed of in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:
  - a. At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
  - b. The purchase price shall be paid in cash.
  - c. The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.
  - d. A certificate of the Association executed by its President or Vice President and Secretary, or by its President or a Vice President and having the corporate seal affixed and approving the purchaser shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.
  - e. If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, their proposed transactions shall be deemed to have an approved and the Association shall furnish of certificate of approval as elsewhere provided which shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.
2. Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval and writing, and the lease shall not be made.
3. Gifts; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser

approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

- a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrator shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
  - b. The purchase price shall be paid in cash.
  - c. The sale shall close within ten (10) days following the determination of the sales price.
  - d. A certificate of the Association, executed by its President or a Vice President and Secretary, or its President or a Vice President and having its corporate seal affixed, and approving the purchaser shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.
  - e. If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval as elsewhere provided, which shall be recorded in the public records of Broward County, Florida, at the expense of the apartment owner.
- 17.4 Mortgage. A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association, except to an institutional mortgagee, as hereinbefore defined. The approval of any other mortgagee may be obtained upon conditions determined by the board of directors of the Association, and said approval shall be, if granted, prepared in recordable form, executed by the President and Secretary of the Association. Where a unit owner sells his unit and takes back a purchase money mortgage, the approval of the Association shall not be required.
- 17.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires title as a result of owning a first mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceeding; however, such provisions shall apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title.



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

17.7 Notice of Lien or Suit.

1. Notice of Lien. An apartment owner shall give notice to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.
2. Notice of Suit. An apartment owner shall give notice to the Association of every suit or other proceedings which may affect the title of his apartment, such notice to be given within five (5) days after the apartment owner received knowledge thereof.

Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

17.8 Purchase of Apartments by Association. The Association shall have the power to purchase apartments, subject to the following provisions:

1. Decision. The decision of the Association to purchase an apartment shall be made by its directors, without approval of its membership except as hereinafter provided.
2. Limitation. If at any one time the Association be the owner or agreed purchaser of 15 or more apartments, it may not purchase any additional apartment without the prior written approval of seventy-five (75%) percent of members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

17.9 Rights of Developer. Notwithstanding anything herein to the contrary, until the Developer has sold all of the apartments within Shaker Village, in each case where the Association shall have the right to purchase an apartment or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such apartment for itself upon the same terms and conditions available to the Association.

18. Developer's Unit and Privileges.

18.1 The Developer, at the time of the filing of this Declaration, is the owner of all of the real property, individual apartment units, and appurtenances comprising this condominium and all other existing and/or future condominiums in Shaker Village. Therefore, the Developer, until all of the apartments in Shaker Village have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by it. Said Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale of

apartment units, including, but not limited to the right to maintain models, have signs, staff employees, maintain offices, use the common elements and show apartments. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

- 18.2 Notwithstanding anything in this Declaration of Condominium to the contrary, until the Developer has sold and closed all of the apartments in Shaker Village, the apartment units owned by the Developer shall not be subject to assessment as provided for in this Declaration of Condominium, but instead shall be assessed and pay to the Association in lieu thereof a sum equal to the actual amount of the actual operating expenditures for each calendar year, less an amount equal to the total assessments made by the Association against owners of apartments other than Developer. The actual operating expenditures, for this purpose, shall not include any reserves for replacement, operating reserves, depreciation reserves or expense reserves, or capital expenditures.
- 18.3 Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any amendment until the Developer has sold all of the apartments in Shaker Village.
19. Recreation and Community Facility Lease. The Shaker Village Condominium Association, Inc., has entered into a long-term recreational and community facility lease, as lessee, with Thomas R. Maccari, joined by his wife Carol E. Maccari and Rudolph R. Maccari, joined by his wife Nora B. Maccari, as lessor, a copy of which lease is attached hereto and made a part hereof as Exhibit H.
  - 19.1 Each apartment owner agrees to be bound by the terms and conditions of said lease. Said recreation and community facility lease will permit each apartment owner not in default of said lease, to have the right, privilege, access and use of the recreational and community facilities. The afore described recreation and community facility lease has been entered into for the non-exclusive use and benefit of the apartment owners in Shaker Village.
  - 19.2 Each apartment owner shall make payment to the Association of his assessed prorated share of the rental due under and pursuant to said recreational and community facility lease. It shall be mandatory for each apartment owner to make his prorated payments as assessed by the Association, as part of the common expense, in order to keep in force and effect the afore described recreational and community facility lease, regardless of whether or not said apartment owner uses the recreational and community facilities.
  - 19.3 In order to secure the faithful performance of the Association's obligations to the lessor under said lease, and in order to secure the apartment owners' obligations to pay common expenses, each apartment owner subjects his full interest in this condominium and his interest in the Association to the benefit and rights granted unto the lessor under the terms of the subject lease.
  - 19.4 It is specifically recognized that the lessor under the terms of the subject lease may be officers of and members of the original board of directors of the Association, and that such circumstances shall not, and cannot be construed or considered as a breach of his or her duties to the Association, nor as possible grounds to invalidate said lease in whole or in part.

19.5 Each apartment owner, his heirs, successors and assigns shall be bound by the recreational and community facility lease to the same extent and effect as if he had executed said lease for the purposes therein expressed including but not limited to:

- a. Adopting, ratifying, confirming and consenting to the execution of the lease by the Association, as lessee.
- b. Covenanting and promising to perform each and every of the covenants, promises and undertakings required to be performed by the apartment owners in the cases provided therefor in said lease;
- c. Ratifying, confirming and approving each and every provision of said lease and acknowledging that all terms and provisions thereof, including rental reserve, are reasonable; and
- d. Agreeing that the persons acting as directors and officers of the Association in that acquisition of such lease, have not breached any of their duties or obligations to the Association, and that they acted properly and in the best interests of the Association and its members.

20. Compliance and Default.

Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and rules and regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of apartment owners to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

- 20.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.
- 20.2 Cost and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws and regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.
- 20.3 No waiver of rights. The failure of the Association or any apartment owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.
- 20.4 Fines. In addition to the remedies available elsewhere in the Condominium Documents, the Association may levy fines against a unit for the failure of the owner of the unit or the owner's family, or its occupant, licensee, tenant, invitee or guest of any of the foregoing, to comply with any provisions of the Condominium Act (as same may be amended or

renumbered from time to time), the Declaration of Condominium, the Articles of Incorporation, By-Laws or Rules and Regulations of the Association, all as same may be amended from time to time. The procedure for levying fines is as follows:

1. The Board of Directors shall appoint a Covenant Enforcement Committee (hereinafter Committee) which shall be charged with determining whether a fine should be levied for a violation of any of the provisions of the Declaration of Condominium, the Articles of Incorporation, the By-Laws, the Rules and Regulations of the Association, or the Condominium Act. In the event the Board believes a violation has occurred or is occurring, it may thereupon provide written notice to the person(s) alleged to be in violation and the owner of the unit which that person occupies or occupied at the time the violation was committed, if that person is not the owner, of the opportunity for a hearing before the Committee as provided below. The notice shall also specify, and it is hereby provided, that each occurrence or recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine in the highest amount permitted by law.
2. Committee shall hold a hearing, after the Board provides the person(s) alleged to be in violation, and the owner of the unit which that person occupies or occupied at the time the violation was committed, if that person is not the owner, with reasonable notice of not less than fourteen (14) days stating the date, time and place of the hearing, the provisions of the condominium documents. Association Rules or Condominium Act which have been violated and a short and plain statement of the matters asserted by the Board. The Committee shall hear any defense to the charges of the Board, including any witnesses that the alleged violator, the unit owner, or the Board may produce.
3. Subsequent to any hearing, the Committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. Failure of the person(s) alleged to be in violation, and the owner of the unit which that person occupies or occupied at the time the violation was committed the violator, if that person is not the owner to attend the hearing shall be deemed an admission of the violation. If the Committee determines there is not sufficient evidence of a violation, the matter shall be ended and no fine shall be levied. If the Committee determines that there is sufficient evidence of a violation, the Committee shall forward its findings, conclusions and recommendations to the Board of Directors. Based upon such Committee findings, conclusions and recommendations, the Board of Directors may levy a fine for each violation in the amount provided herein. In the event the Board of Directors determines to levy a fine, the Board of Directors shall send a written notice to the violator and the unit owner, if the violator is not the unit owner, advising the fine has been levied and requiring payment of the fine immediately upon receipt of such notice. The unit owner shall be jointly and severally liable with the violator for payment of all fines.
4. Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit payment in the amount of any fine or fines assessed against that unit.

5. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Association to pursue other means to enforce the provisions of the various condominium documents. Association Rules or the Condominium Act, and all rights and remedies of the Association shall be cumulative.

21. Amendment of Declaration.

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

- 21.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- 21.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Association at or prior to the meeting. Except as elsewhere provided, such approvals must be by:
  1. Not less than a majority of the votes of the entire membership of the board of directors and by not less than a majority of the votes of the entire membership of the Association.
- 21.3 Proviso. No amendment shall discriminate against any apartment owner or against any apartment, or class of group of apartments, unless the apartment owners so affected and their institutional mortgagees shall consent, and no amendment shall change any apartment or the share in the common elements, and other of its appurtenances or increase the owner's share of the common expenses except as hereinabove provided, unless the owner of the apartment concerned and all such mortgagees as first above recited shall join in the execution of the amendment.
- 21.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Broward County Florida.

22. Termination. The condominium may be terminated in the following manner an addition to the manner provided in the Condominium Act:

- 22.1 Destruction. In the event that it is determined in the manner elsewhere provided that the apartment buildings shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.
- 22.2 Agreement. The condominium may be terminated by the approval in writing of all of the owners of the apartments therein and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, that notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five (75%) of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to

buy all of the apartments of the other owners for the period ending on the sixtieth (60<sup>th</sup>) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the apartments to be purchased, of an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall provide for the purchase of all of the apartments owned by owners not approving the termination, and the effect of said agreement shall be to create a separate contract between each seller and his purchaser.
2. Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
3. Payment. The purchase price shall be paid in cash.
4. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

22.3 Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Broward County, Florida.

22.4 Shares of owners after termination. After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

22.5 Amendment. This section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon apartments.

23. Covenants.

All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration.

24. Invalidation and Operation.

24.1 The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase, or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws, rules and regulations of the Association shall not effected the validity of the remaining portions which shall remain in full force and effect.

24.2 In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

25. Interpretation. Whether the context so requires, the use of the any gender shall be deemed to include all genders, the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally constructed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same: Chapter 711 of the Florida Statutes, as amended.