

DECLARATION OF CONDOMINIUM

POMPANO ATLANTIS PHASE I

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POMPANO ATLANTIS - PHASE I

ARTICLE I
SUBMISSION STATEMENT

DOLOMITE PROPERTIES LIMITED, a Canadian corporation (hereinafter called the "Developer") is the owner of the fee simple title to that certain tract of land situated in the County of Broward, State of Florida, described in Exhibit 1 attached hereto and incorporated herein, and on which tract there is being or has been constructed POMPANO ATLANTIS CONDOMINIUM - PHASE I, consisting of one building containing 240 condominium apartment units and 1 recreation unit. Developer does hereby submit the tract described in Exhibit 1 and the building thereon and the appurtenances thereto to condominium ownership and hereby declares the same to be a Condominium to be known and identified as POMPANO ATLANTIS - PHASE I.

ARTICLE II
DEFINITIONS

As used in this Declaration of Condominium and By-Laws and Exhibits attached hereto, and all Amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

1. Declaration, or Declaration of Condominium, or Enabling Declaration, means this instrument as it may be from time to time amended.

2. Association means the Florida Non-Profit Corporation whose name appears at the end of this Declaration, said Association being the entity responsible for the operation of the Condominium.

3. By-Laws means the By-Laws of the Association specified above, as they exist from time to time.

4. Common Elements means the portions of the Condominium property not included in the Units, but the common elements shall include easements through units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to units and common elements, and easements of support in every portion of a unit which contributes to the support of the improvements.

5. Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units.

6. Condominium means that form of ownership of Condominium property under which units of improvements are subject

COMMON ELEMENTS

7. Condominium Act means and refers to the Condominium Act of the State of Florida (F.S. 711 Et. Seq.) as the same may be amended from time to time.

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

9. Common Surplus means the excess of all receipts of the Association from this Condominium including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over and above the amount of common expenses of this Condominium.

10. Condominium property means and includes the land in a Condominium, whether or not contiguous, and all improvements thereof, and all easements and rights thereto, intended for use in connection with the Condominium.

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

12. Condominium parcel, or parcel, means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

13. Condominium Unit, or Unit, is a Unit as defined in the Condominium Act, referring herein to each of the separate and identified units delineated in the Survey and Plot Plans attached to the Declaration as Exhibit No. 3, and when the context permits, the Condominium Parcel includes such unit, including its share of the common elements appurtenant thereto.

14. Unit Owner, or Owner of a Unit, or Parcel Owner, means the owner of a Condominium Parcel, or Condominium Unit.

15. Recreation Unit. Recreation unit means that part of the condominium property which has been designated as a Recreation Unit in Exhibit 3, attached hereto, and which comprises part of the property leased under the Recreation Facilities Lease.

16. Recreation Unit Owner. Recreation Unit Owner means the owner, individual or corporate, of the recreation unit.

17. Developer means the Corporation whose name appears at the end of this Declaration, its successors and assigns.

18. Institutional Mortgagee means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, or a lender generally recognized in the community as an institutional type lender. The mortgage may be placed through a mortgage or title company. The Developer and Lessor

mortgagee by virtue of being generally recognized in the community as an institutional type lender.

19. Occupant means the person or persons, other than the unit owner, in possession of an apartment unit.

20. Condominium Documents means this Declaration, the By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time.

21. Recreational Facilities Lease means and refers to the Agreement under which the Association, as Lessee, and the unit owners have the right to the use of the recreational area and facilities, which Agreement is attached to this Declaration and made a part hereof as Exhibit 6. Lessor means the Lessor under the aforesaid Agreement.

22. Declarant shall mean the Developer.

23. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by the Florida Condominium Act.

ARTICLE III DEVELOPMENT PLAN

1. First Phase. The land described in Exhibit 1, attached hereto forms the first phase of the development to be known as POMPANO ATLANTIS CONDOMINIUM.

2. Second Phase

(a) Developer, at the time of the filing of this Declaration of Condominium, is the owner of an additional parcel of land which lies adjacent and contiguous to that property described in Exhibit 1 attached hereto and which Developer proposes, at a time subsequent to the filing of this Declaration of Condominium, to submit to the condominium form of ownership, and upon which Developer proposes to construct additional condominium units. Such additional parcel of land is shown for reference in Exhibit 3. If the additional proposed condominium units are constructed by the Developer, a separate Declaration for the creation of said condominium will be filed for such second phase. Both condominiums shall share one Association, and one budget for purpose of assessing common expenses shall be prepared for both phases, so that in fact both phases will be operated as one condominium.

(b) Only the property described in Exhibit 1 is hereby submitted to condominium ownership. The Developer shall be under no duty or obligation to submit any portion of the property described as Phase II to the condominium form of ownership, it being strictly optional with the Developer as to whether or not there should be a further phase development in the condominium project.

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said undivided interest, stated as percentages is set forth on the schedule attached hereto and made a part hereof and marked Exhibit 2. The aforesaid undivided interest shall be conveyed with each respective condominium unit, and such undivided interest cannot be changed, altered or amended, and the Developer, its grantees, successors or assigns, covenants and agrees that the undivided interest in the common elements, and the fee title to the respective condominium unit conveyed therewith shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with the respective condominium unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the condominium unit or condominium parcel.

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4. Recreation Unit. The condominium includes a recreation unit which is designated as a separate condominium unit. Ownership of said recreation unit shall remain with the Developer, its successors and assigns, and is not a part of the common elements. The recreation unit is available for the use and enjoyment of the apartment unit owners and others in accordance with the terms of the recreation facilities lease attached hereto as Exhibit 6. The recreation unit is described and indicated on the floor plans attached as Exhibit 3.

5. Easements. Easements are reserved through the condominium property as may be required for utility services in order to adequately serve the condominium and to adequately serve lands other than the condominium property now or hereafter owned by the Developer which are adjacent to or in the vicinity of the condominium property; provided, however, easements through an apartment shall only be according to the plans and specifications for the building containing the apartment or as the building is actually constructed, unless approved, in writing, by the apartment owner.

6. Unit Boundaries. Each apartment unit and the recreation unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

a. Upper and lower boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper boundary--the horizontal plane of the lower surfaces of the ceiling slab;

(2) Lower boundary--the horizontal plane of the lower surfaces of the floor slab.

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

(1) Exterior building walls--the intersection vertical planes adjacent to and which include the exterior

bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

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

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

(ii) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

7. Common Elements. Common elements shall include everything contained within the definition thereof set forth in Article II-4 above. The term "common elements", when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically requires.

ARTICLE IV THE UNITS

1. Unit Designations. POMPAO ATLANTIS - PHASE I will have 240 condominium apartment units. Each apartment unit has been assigned a numerical designation as described in Exhibit 3 attached hereto. The locations and boundaries of each apartment unit is more particularly described in Exhibit 3.

2. Recreation Unit. In addition to the foregoing apartment units, the condominium contains one recreation unit, described in Exhibit 3 and located on the Fourth Floor. Ownership of the recreation unit shall remain with the Developer, its successors and assigns and leased to the Condominium Association.

3. Appurtenances to Apartment Units. The owner of each apartment unit shall own a share and certain interests in the condominium property, which share and interests are appurtenant to his apartment, including but not limited to the following items that are appurtenant to the several apartment units as indicated:

(b) Association membership. The membership of each apartment unit owner in the Association and the interest of each apartment unit owner in the funds and assets held by the Association.

(c) Automobile Parking Spaces. Automobile parking spaces are set forth in the plot plans attached hereto. Said parking spaces form a part of the limited common elements of this condominium. Each unit owner shall be entitled to the use and occupancy of one automobile parking space. ~~Initial assignment of specific parking spaces to particular units shall be determined by the Developer.~~ Thereafter, or at such earlier time as the Developer may designate, the assignment of parking spaces and all questions relating to parking shall be determined by the Board of Directors of the Condominium Association. Parking assignments shall not be recorded. Parking spaces not assigned to particular units or assigned to unit owners who do not own or operate an automobile shall be available for reassignment, and for general use by guests and visitors of all unit owners, as determined by the Board of Directors, subject to such reasonable rules and regulations in respect thereto as spaces shall be considered common elements.

act 4. Appurtenances to the Recreation Unit. The recreation unit owner as an appurtenance thereto shall own an undivided share in the land and other common elements as set forth in Exhibit 2 attached and membership in the Association. Said recreation unit shall not have as an appurtenance an interest in the funds and assets held by the Association.

5. Liability for Common Expenses and Share of Common Surplus. Each apartment unit owner shall be liable for a proportionate share of the common expense and shall be entitled to a share of the common surplus, as set forth in Exhibit 2 attached. The foregoing right to a share of the common surplus does not include the right to withdraw or require payment or distribution of the same. The recreation unit owner shall not be liable for common expenses and shall not be entitled to any share in the common surplus.

ARTICLE V VOTING RIGHTS

There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of the unit owners. Such person shall be known (and is hereinafter referred to) as a "Voting Member". If a unit is owned by more than one person, the owners of said unit shall designate one of them as the Voting Member, or in the case of a corporate unit owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the

ARTICLE VI
COMMON EXPENSE AND COMMON SURPLUS

1. Common Expenses.

unit
The common expenses of the Condominium, ~~not including the obligation of each apartment unit owner for rent under the Recreational Facilities Lease,~~ shall be shared by the apartment unit owners as specified and set forth in Exhibit 2.. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium Parcels, their locations, or the building square footage included in each Condominium Unit. ~~The obligation of each apartment unit owner for rent under the Recreational Facilities Lease is as set forth in the Lease Agreement attached hereto as Exhibit 6, and is collect-~~ible by the Association as common expenses. However, Developer shall not be assessed for common expenses or recreation facilities rent for any unsold and vacant units prior to three years from the date that a Certificate of Occupancy is issued for POMPANO ATLANTIS - PHASE II, or until Developer has sold all units in PHASE I and II, whichever occurs first. The recreation unit shall not be liable for common expenses.

2. Common Surplus.

Any common surplus of the Association shall be owned by each of the apartment unit owners in the same proportion as their percentage ownership interest in the common elements; any common surplus being the excess of all receipts of the Association from this Condominium including, but not limited to, assessments, rents, profits and revenues on account of the common elements of this Condominium over the amount of the common expenses of this Condominium.

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3. Exemption from Condominium Expense. Notwithstanding the foregoing, Developer shall not be assessed for common expenses or recreation facilities rent for any unsold and vacant units prior to three (3) years from the date that a Certificate of Occupancy is issued for the second phase of POMPANO ATLANTIS, or until January 1, 1978, whichever is first.

ARTICLE VII
METHOD OF AMENDMENT OF DECLARATION

1. Seventy-Five Percent Vote.

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium called or convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than three-fourths (3/4ths) of the total vote of the members of the Association. All amendments shall be recorded and certified, as required by the Condominium Act.

to any unit, unless the record owner(s) thereof, and all record owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages, or change the provisions of this Declaration with respect to institutional mortgagees of record, nor shall the provisions of Article XII of this Declaration be changed without the written approval of all institutional mortgagees of record.

3. Approval of Lessor.

put Notwithstanding the foregoing, no Amendment which shall change the rights and privileges of the Developer, Lessor or recreation unit owner shall be effective unless their written approval is first secured.

4. Developers Rights to Amend.

put Notwithstanding the foregoing paragraphs of this Article VII, the Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as the Developer owns the units so altered; however, no such change shall increase the number of units nor alter the boundaries of the common elements, except the party wall between any Condominium units, without Amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by the Amendment of this Declaration with a survey attached, reflecting such authorized alteration of units, and said Amendment need only be executed and acknowledged by the Developer and any holders of institutional mortgages encumbering the said altered units. The survey shall be certified in the manner required by the Condominium Act. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned, and the voting rights, together with apportioning the common expenses and common surplus of the units concerned, and such shares of common elements, common expenses and common surplus, and the voting rights of the units concerned shall be duly noted in the Amendment of the Declaration. The rent under the Recreational Facilities Lease shall be apportioned by the Developer, with the Lessor's written approval, and same shall be reflected in the Amendment to Declaration.

ARTICLE VIII
THE OPERATING ENTITY

The operating entity of the Condominium shall be the Florida Non-Profit Corporation whose name appears at the end of this Declaration which is responsible for the operation of the Condominium; said non-profit corporation being organized and existing pursuant to the Condominium Act, and herein called the "Condominium Association", or "Association". The said

marked Exhibit No. 4 and made a part hereof, and all of the powers and duties necessary to operate the Condominium as set forth in this Declaration and the By-Laws and as they may be amended from time to time.

Notwithstanding anything to the contrary contained in Article VII, Paragraph 3 of Exhibit 4, Developer shall not retain control of the Association after January 1, 1978.

Every owner of a Condominium Apartment Unit, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of the said Association, the provisions of this Declaration and ~~the Recreational Facilities Lease.~~

ARTICLE IX BY-LAWS

The operation of the Condominium property shall be governed by this Declaration and the By-Laws of the Association which are set forth in a document which is annexed to this Declaration, marked Exhibit No. 5, and made a part hereof.

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No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel(s), or which would change the provisions of the By-Laws with respect to institutional mortgages, without the written approval of all institutional mortgagees of record. ~~No amendment of the By-Laws which shall change the rights and privileges of the Lessor under the 99 year Recreation Facilities Lease shall be effective without the written approval of the said Lessor under the 99 year Recreation Facilities Lease.~~

ARTICLE X ASSESSMENTS

1. General.

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The Condominium Association, through its Board of Directors shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property, and such other sums as are specifically provided for in this Declaration and the By-Laws and the Exhibits attached hereto, including the rent due under the Recreation Facilities Lease. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and this Declaration, and the Exhibits attached hereto. The common

2. Interest and Late Charges.

Assessments that are unpaid for over ten (10) days after due date shall bear interest at the rate of ten (10%) percent per annum from due date until paid and, at the sole discretion of the Board of Directors, a late charge of Twenty-Five (\$25.00) Dollars shall be due and payable.

3. Default in Payment of Assessments; Lien, Foreclosure.

The Association shall have a lien on each Condominium Parcel for unpaid assessments and late charges, together with interest thereon, against the apartment unit owner of such Condominium Parcel, together with a lien on all tangible personal property located within said apartment unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments 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 unit owner and secured by such lien. ~~The aforesaid lien shall also include those sums advanced on behalf of an apartment unit owner in payment of his obligation under the Recreational Facilities Lease, and the Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interests.~~ Said lien shall be effective as of date of recording and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium Parcel and Plaintiff, in such foreclosure, shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

4. Foreclosure by Institutional Mortgage Holder.

(a) Where the mortgage of an institutional first mortgage of record, or other purchaser of a Condominium unit, 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, its successors and assigns, shall not be liable for the shares of common expenses or assessments by the Association pertaining to such Condominium Parcel, or chargeable to the former unit 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

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(b) In addition to the foregoing provisions of the preceding paragraph, where an institutional mortgagee obtains title to a Condominium Parcel as a result of foreclosure of its mortgage or it accepts a Deed to said Condominium Parcel in lieu of foreclosure, said mortgagee shall not be liable for that portion of the common expenses or assessments made by the Association allocated for rent of the recreational facilities under the Recreational Facilities Lease for as long thereafter as said mortgagee shall continue to be the owner of said Condominium Parcel and said mortgagee, as owner of said Condominium Parcel, shall receive a complete and total abatement of common expenses or assessments by the Association allocated for rent of the recreational facilities under the Recreational Facilities Lease. Said mortgagee shall receive the full benefit of the foregoing, including such time when said mortgagee shall lease said Condominium Parcel and, notwithstanding the foregoing, said mortgagee and/or its Lessee shall be entitled to the use and enjoyment of the recreational facilities provided under the Recreational Facilities Lease. The aforesaid abatement shall in no wise operate to extinguish or impair the liens for common expenses nor the Recreational Facilities Lease except as provided herein, and said abated common expenses shall never be chargeable to or collectible from said mortgagee, its grantee, successors or assigns. Upon the said mortgagee's conveying its title to the Condominium Parcel so acquired by it (and the said conveyance shall be subject to this Declaration and Exhibits attached hereto, including the Recreational Facilities Lease) the foregoing abatement shall cease and the purchaser of said Condominium Parcel from said mortgagee shall be liable for such share of common expenses or assessments by the Association as to the Recreational Facilities Lease from and after the date of the acquisition of title.

5. Payment of Delinquent Assessment by Transferee.

Any person who acquires an interest in a unit, except through foreclosure of an institutional first mortgage of record, as specifically provided in the paragraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owners have been paid. 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 assessments, ~~to the Developer, or to any unit owner or group of unit owners, or to any third party.~~

6. Developer Exempt from Assessments.

Until three years subsequent to the issuance of the Certificate of Occupancy for POMPAO ATLANTIS - PHASE II, or until Developer sells all units in PHASE I and II, or January 1, 1978, whichever is first, Developer shall not be assessed for any common expenses or for recreational facilities rent for any vacant and unsold apartments owned by Developer.

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1. SALE OR RENTAL OF APARTMENT UNITS - Association to Have Right of First Refusal.

(a) In the event any apartment unit owner wishes to sell, rent or lease his apartment unit, the Association shall have the option to purchase, rent, or lease said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease said apartment unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

(b) Should an apartment unit owner wish to sell, lease or rent his apartment unit, he shall, before accepting any offer to purchase, sell, lease or rent his unit, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, two bank references and three individual references (local, if possible) and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

(c) The Board of Directors of the Association within ten (10) days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the Association, or the Association may designate one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of the Association, who are willing to purchase, lease or rent upon the same terms as those specified in the unit owner's notice.

(d) The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors within which to make a binding offer to buy, lease or rent upon the same terms and conditions specified in the apartment unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s) or failure of such person(s) to make such offer within the said fourteen (14) day period shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the apartment unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest pursuant thereto ~~the~~ the

officers of the Association, and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth, and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors, as herein set forth.

(f) The sub-leasing or sub-renting of an apartment unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association, shall have the right to require that a substantially uniform form of lease or sub-lease be used or, in the alternative, the Board of Directors' approval of the lease or sub-lease form to be used, shall be required. After approval, as herein set forth, entire apartment units may be rented, provided the occupancy is only by the Lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

(g) Where a corporate entity is the owner of a unit, it may designate the occupants of the units as it desires and for such period of time as it desires without compliance with the provisions of Section of this this Article XI. The foregoing shall not be deemed an assignment or sub-leasing of a unit and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIII of this Declaration.

(h) The Association shall have the right to require that sales of Condominium Parcels be effected by a form of Warranty Deed to be supplied by the Association.

put (i) Nothing in this Section 1 of Article XI shall in any way pertain to or effect the recreation unit.

2. MORTGAGE AND OTHER ALIENATION OF UNITS.

(a) An apartment 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 upon conditions determined by the Board of Directors of the Association, and said approval, if granted, shall be in recordable form, executed by two officers of the Association.

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

(i) The sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by two officers of the Association and delivered to the purchaser; or

authorized pursuant to the terms of the Declaration shall be void, unless subsequently approved by the Board of Directors of the Association, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

(d) The foregoing provisions of this Article XI shall not apply to transfers by a unit owner to any member of his immediate family (viz., spouse, children or parents).

(e) The phrase "sell, rent or lease", in addition to its general definition, shall be defined as including the transferring of an apartment unit owner's interest by gift, devise or involuntary or judicial sale.

(f) In the event an apartment unit owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children or parents, or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium unit, or if under the laws of descent and distribution of the State of Florida, the Condominium unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors of the Association may, within thirty (30) days of proper evidence or rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium Parcel.

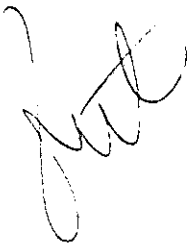
(g) If the Board of Directors of the Association shall consent, ownership of the Condominium Parcel may be transferred to the person or persons so designated, who shall thereupon become the owner(s) of the Condominium Parcel, subject to the provisions of this Declaration of Condominium and Exhibits attached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

(h) If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days within which to purchase or to furnish a purchaser for cash the said Condominium Parcel, at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium Parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for Broward County, Florida, upon ten (10) days' notice, on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such Condominium Parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium Parcel within such period and upon such

sale shall be subject in all respects to the provisions of the Declaration of Condominium and Exhibits attached hereto.

(i) The liability of the apartment unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented, or sub-let said interest, as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration and all Exhibits attached hereto, including the By-Laws and Articles of Incorporation of the Association, ~~and the Recreational Facilities Lease~~, as well as the provisions of the Condominium Act.

(j) Special Provisions re Sale, Leasing, Mortgaging or Other Alienation by Certain Mortgagees and Developer and Lessor under the Recreational Facilities Lease.

 (i) An institutional first mortgagee holding a mortgage on a Condominium Parcel, or Developer or the Lessor under the Recreational Facilities Lease, upon becoming the owner of a Condominium Parcel through foreclosure, or by Deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an institutional first mortgage or the lien for common expenses, or the lien under the Recreational Facilities Lease shall have the unqualified right to sell, lease or otherwise transfer said apartment unit, including the fee ownership thereof, and/or to mortgage said parcel without prior offer to the Board of Directors of the Association and without the prior approval of the said Board of Directors. The provisions of Section 1 and 2 of this Article XI shall be inapplicable to such institutional first mortgagee or the Lessor under the Recreational Facilities Lease, or acquirer of title, as aforescribed in this paragraph.

(ii) The provisions of Sections 1 and 2 of this Article XI shall be inapplicable to the Developer. Lessor under the Recreational Facilities Lease, and any other person who, jointly with Developer and Lessor are irrevocably empowered to sell, lease, rent and/or mortgage Condominium Parcels or units, and portions thereof, to any purchaser, lessee or mortgagee approved by them; however, as to said Lessor, the foregoing shall be subject to the provisions of the Recreational Facilities Lease. The Developer shall have the right to transact any business necessary to consummate sales or rentals of units, or portions thereof, including, but not limited to, the right to maintain models, have signs, use the common elements and to show units. The sales office(s), signs, and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer.

The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements and ~~leased recreation areas~~ of the Condominium and insuring the Association, the unit owners and the common owners, as its and their interests appear, in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Premiums for the payment of such insurance shall be paid by the Board of Directors of the Association, and such premiums shall be charged as a common expense.

2. CASUALTY INSURANCE.

(a) Purchase of Insurance. The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within and leased by the Condominium, including personal property owned by the Association, in and for the interests of the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association, and shall be charged as a common expense. The Company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies authorized to do business in the State of Florida.

(b) Mortgagee Approval. The institutional first mortgagee owning and holding the first recorded mortgage encumbering a Condominium unit shall have the right, for so long as it owns and holds any mortgage encumbering a Condominium unit, to approve the policies and the company or companies who are the insurers under the insurance placed by the Association, as herein provided, and the amount thereof, and the further right to designate and appoint ~~an~~ Insurance Trustee. At such times as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the Condominium property and, in the absence of the action of said mortgagee, then the Association shall have the said right, without qualification.

(c) Loss Payable Provisions - Insurance Trustee. All policies purchased by the Association shall be for the benefit of the Association, and all unit owners and their mortgagees, as their interests may appear. However, the Insurance Trustee shall be the named insured and it shall not be necessary to name the Association or the unit owners; however, mortgagee endorsements shall be issued. Such policies

payable in full to the Association. The proceeds of damage shall be payable to the Insurance Trustee, which may be any bank in Florida with trust powers as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee", subject, however, to the paramount right of the institutional mortgagee specified in the preceding paragraph to designate and appoint the Insurance Trustee. The Insurance Trustee shall not be liable for the payment of premiums nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association and the unit owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

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

(ii) Condominium Units. Proceeds on account of Condominium units shall be in the following undivided shares:

(1) Partial Destruction. When units are to be repaired and restored, for the owners of the damaged units, in proportion to the cost of repairing the damage suffered by each unit.

(2) Total Destruction of Condominium improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article, for the owners of all Condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his Condominium unit.

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

(d) Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

any proceeds remaining after deducting such costs shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by said mortgagee. Said remittances shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt.

(ii) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired or restored, the proceeds shall be disbursed to the beneficial owners; remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee to a unit and may be enforced by such mortgagee. Said remittances shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere stated herein.

(iii) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, as to the names of the unit owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, a title insurance company or abstract company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association, shall forthwith deliver such certificate.

(e) Loss Within a Single Unit. If loss shall occur within a single unit or units without damage to the common elements and/or the party wall between units, the provisions of Article XII, Section 2, Paragraph (f) below shall apply.

(f) Loss Less than "Very Substantial". Where a loss or damage occurs within a unit or units, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owner(s) to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

common elements with no or minimum damage or loss to any individual units, and if such damage or loss to the common elements is less than \$3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(iii) If the damage or loss involves individual units ~~including the recreation unit~~ encumbered by institutional first mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but it is in excess of \$3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association; provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a Condominium unit, so long as it owns and holds any mortgage encumbering a Condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the Condominium property. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association, and the aforesaid institutional first mortgagee's written approval, if said institutional first mortgagee's approval is required as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute any affidavit required by law or by the Association, the aforesaid institutional first mortgagee and the Insurance Trustee, and deliver same to the Insurance Trustee. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforesaid, shall have the right to require the Association to obtain a Completion, Performance and Payment Bond in such form and amount and with a bonding company authorized to do business in the State of Florida as is acceptable to the said mortgagee.

(iv) Subject to the foregoing, the Board of Directors of the Association, shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

shall promptly, upon determination of the deficiency, levy a special assessment against all apartment unit owners in proportion to the apartment unit owner's share in the common elements for that portion of the deficiency as is attributable to the cost for restoration of the common elements, and against the individual owners for that portion of the deficiency as is attributable to his individual apartment unit; provided, however, that if the Board of Directors of the Association, finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged unit(s), then the Board of Directors, shall levy an assessment for the total deficiency against all of the apartment unit owners in proportion to the apartment unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee, and added by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

(vi) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan; provided, however, that this provision may be waived by the Board of Directors of the Association, in favor of any institutional first mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the apartment unit owner shall be obliged to replenish the funds so paid over, and said apartment unit owner and his unit shall be subject to special assessment for such sum.

(g) "Very Substantial" Damage. As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4ths) or more of the total unit space in the condominium is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage (placed as per Article XII, Section 2, Paragraph (a) becomes payable. Should such "very substantial" damage occur, then:

(i) The Association, shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors of the Association, shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.

(iii) Thereupon, a membership meeting shall be called by the Board of Directors of the Association to be held not later than sixty (60) days after the casualty to determine the wishes of the membership with reference to the abandonment of the Condominium project, subject to the following:

(1) If the net insurance proceeds available for restoration and repair, together with the funds advanced by apartment unit owners to replace insurance proceeds paid over to institutional first mortgagees, are sufficient to cover the cost thereof so that no special assessment is required, then the Condominium property shall be restored and repaired, unless two-thirds (2/3rds) of the unit owners of this Condominium shall vote to abandon the Condominium project, in which case the Condominium property shall be removed from the provisions of the law by the recording of an instrument terminating this Condominium in the Public Records of Broward County, Florida, which said instrument shall further set forth the facts effecting the termination, certified by the Association and executed by its President and Secretary. The termination of the Condominium shall become effective upon the recording of said instrument and the unit owners shall thereupon become owners as tenants in common in the property; i.e., the real, personal, tangible, and intangible personal property, and ~~the Association's interest~~ ^{not} ~~in the Recreational Facilities Lease and any~~ ^{but} remaining structures of the Condominium and their undivided interests in the property shall be and the same as their undivided interests in the common elements of this Condominium prior to its termination, and the mortgages minimum prior to its termination, and the mortgages and liens upon Condominium Parcels shall become mortgages and liens upon the undivided interests of such tenants in common, with the same priority as existed prior to the termination of the Condominium.

(2) If the net insurance proceeds available for restoration and repair, together with funds advanced by apartment unit owners to replace insurance proceeds paid over to institutional first mortgagees, are not sufficient to cover the

ject, then it shall be so abandoned and the Condominium property removed from the provisions of the law and the Condominium terminated, as set forth above, and the unit owners shall be tenants in common in the property in such undivided interests, and all mortgages and liens upon the Condominium Parcels shall encumber the undivided interests of such tenants in common, as is provided above. In the event a majority of the unit owners of this Condominium vote in favor of special assessments, the Association, shall immediately levy such assessment and, thereupon, the Association, shall proceed to negotiate and contract for such repairs and restoration subject to the provisions of Paragraph (f) sub-sections (iii) and (iv) above. The special assessment funds shall be delivered by the Association, to the Insurance Trustee and added by said Trustee to the proceeds available for the restoration and repair of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property as provided in Paragraph (f) sub-section (iii) above. To the extent that any insurance proceeds are paid over to such mortgagee and in the event it is determined not to abandon the Condominium project and to vote a special assessment, the apartment unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said apartment unit owner and his unit shall be subject to special assessment for such sum.

(iv) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association, shall be binding upon all unit owners.

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

(i) Certificate. The Insurance Trustee may rely upon a Certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association, shall forthwith deliver such Certificate.

(j) Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans

stantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

(k) Association's Power to Compromise Claim. The Association, is hereby irrevocably appointed agent for each unit owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon the payment of claims.

(l) Institutional Mortgagee's Right to Advance Premiums. Should the Association fail to pay such premiums when due or should the Association fail to comply with other insurance requirements of the institutional mortgagee holding the greatest dollar volume of unit mortgages, said institutional mortgagee(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance and, to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such items of common expense.

3. WORKMEN'S COMPENSATION POLICY - to meet the requirements of law.

4. Such other insurance as the Board of Directors of the Association, shall determine from time to time to be desirable.

5. Each individual apartment unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit and for purchasing insurance upon his own personal property.

6. If available, and where applicable, the Association, shall endeavor to obtain policies which provide that the Insurer waives its right of subrogation as to any claims against unit owners, the Association, their respective servants, agents and guests.

ant 7. Notwithstanding anything hereinabove to the contrary, the Association shall fully comply with the insurance requirements set forth in the Recreation Facilities Lease attached hereto as Exhibit 6. *[Signature]*

ARTICLE XIII USE AND OCCUPANCY

1. The owner of an apartment unit shall occupy and use his apartment unit as a single family private dwelling for himself and ~~the adult members of his family~~ and his social guests, and for no other purpose.

2. The apartment unit owner shall not permit or suffer

unit owners commit or permit any nuisance, immoral or illegal acts in or about the condominium property.

3. No bird or animal shall be kept or harbored in the Condominium unless the same in each instance be expressly permitted in writing by the Association, which permission may be conditioned on such terms as the Association in its sole discretion deems to be in the best interests of the Condominium as a whole. Such permission in one instance shall not be deemed to institute a blanket permission or permissions in any other instance; and any such permission may be revoked at any time in the sole discretion of Association.

4. No persons who have not yet attained the age of 12 years of age shall be permitted to reside in any apartment unit except that children under such age may be permitted to visit and temporarily reside thereon provided that such temporary residence shall not exceed thirty (30) days in any one calendar year or thirty (30) days in any consecutive twelve (12) month period, whichever may provide the least permissible residence.

5. An apartment unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the building(s); nor shall the unit owner place any furniture or equipment outside his unit except with the prior written consent of the Board of Directors of the Association and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere except where designated by the Board of Directors of the Association. No laundry, facilities or equipment shall be permitted in any unit, or elsewhere, without the written consent of the Board of Directors of the Association.

6. No person shall use the common elements, or any part thereof, or a Condominium unit, or the Condominium property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association.

ARTICLE XIV MAINTENANCE AND ALTERATIONS AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

1. Common Elements and Limited Common Elements.

(a) By the Association. The maintenance and operation of the common elements and limited common elements shall be the responsibility of the Association and a common expense.

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out prior approval, in writing, by record owners of seventy-five (75%) percent of all apartment unit owners ~~and the approval of the recreation unit owner~~. The cost of such alteration or improvement shall be a common expense and so assessed.

(c) Exterior. The Association, shall determine the exterior color scheme of the building, and all exteriors, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Association.

2. Recreation Facilities. The covenants of the Association as Lessee of the recreation units under the Recreation Facilities Lease with regard to alteration and improvement shall be fulfilled by the Association without requirement of approval of any apartment unit owners and shall be a common expense. Alteration and improvement of the recreation unit when not required or provided for under the provisions of said lease shall not be done without the prior written approval of the owner of the recreation unit and the Board of Directors. The cost thereof shall be a common expense. The provisions of this section shall control the maintenance, alteration and improvement of the recreation unit.

3. Apartment Units.

(a) By Association. The Association shall maintain, repair and replace as a common expense of the building:

(i) All portions of a unit contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment buildings and all fixtures on the exterior thereof (except lighting fixtures on balconies of apartment units), boundary walls of an apartment, floors and ceiling slabs, loadbearing columns, and loadbearing walls, but shall not include screening, windows, interior and exterior doors, glass, and interior surfaces of walls, ceilings, floors being appurtenant to apartment units. Notwithstanding the foregoing, the Association shall be responsible for the exterior painting, including exterior surfaces of exterior doors.

(ii) All conduits, rough plumbing (but not fixtures), wiring and other facilities for the furnishing of utility services which are contained in an apartment but which service all or parts of the building other than the apartment within which contained.

(iii) All incidental damage caused to an apartment unit by such work shall be promptly repaired by the Association.

unit and all interior surfaces within his unit, and the entire interior of his unit and to maintain and repair the fixtures and equipment therein which includes, but is not limited to the following when applicable: air conditioning and heating units, including condensers and all appurtenances thereto wherever situated, and refrigerator, stove, fans, dishwasher, and all other appliances; drains, plumbing and water lines within the unit, electric panels, electric wiring and electric outlets and fixtures within the unit; interior doors, windows, screening and glass; all exterior doors, except the painting of the exterior of exterior doors shall be a common expense of the Condominium; and pay for all his utilities; i.e., electric, water, sewage and telephone. Where a unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the owner of said unit.

(ii) Not to make or cause to be made any structural addition or alteration to his unit or to the limited common elements or common elements. Alterations within a unit may be made with the prior written consent of the Association, and any first mortgagee holding a mortgage on his unit.

(iii) To make no alterations, decoration, repair, replacement or change of the common elements, limited common elements, or to any outside or exterior portion of the building, whether within a unit or part of the limited common elements or common elements with the prior written consent of the Association. Unit owners may use such contractor or subcontractor as approved by the Association and said parties shall comply with all Rules and Regulations adopted by the Board of Directors of the Association. The unit owners shall be liable for all damages to another unit, the common elements or the Condominium property caused by the unit owner's contractor, subcontractor or employee, whether said damages are caused by negligence, accident or otherwise. The contractor and subcontractor aforementioned are to be union tradesmen where such services are unionized in the area of the Condominium.

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(iv) To allow the Board of Directors, or the agents or employees of the Association to enter into any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units, limited common elements or the common elements, or to determine in case of emergency, circumstances threatening units, limited common elements or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

(v) To show no signs, advertisements or notices of any type on the common elements, limited common elements

the said apartment unit as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association, shall have the right to levy an assessment against the owner of an apartment unit, and the unit, for such necessary sums to remove any unauthorized addition or alteration, and to restore the property to good condition and repair. Said assessment shall have the same force and effect as all other special assessments. The Association, shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter a unit at all reasonable times to do such work as it deemed necessary by the Association, to enforce compliance with the provisions hereof.

ARTICLE XV LIMITED COMMON ELEMENTS

Those parking spaces assigned to the exclusive use of unit owners shall be considered "limited common elements" for so long as so assigned. Those parking spaces which are unassigned to unit owners and reserved for guests shall be considered common elements. The Board of Directors of the Association, as to such parking spaces, shall have the right to change the assignment of such specific parking spaces from time to time as to the unit owners in this Condominium, as it deems advisable in its sole discretion. Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expense of the Association, unless otherwise specifically provided in this Declaration and Exhibits attached hereto. Should said maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, servants and invitees, he shall be responsible therefor, and the Association shall have the right to levy an assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments.

ARTICLE XVI RECREATIONAL FACILITIES LEASE

1. The Association, as Lessee, has entered into a Recreational Facilities Lease wherein it has leased the premises therein demised for the use and benefit of the unit owners in this Condominium, a copy of said Agreement being attached hereto and made a part hereof as Exhibit 6, just as though said Agreement were fully set forth herein. The Association has acquired the foregoing leasehold interest pursuant to the Florida Condominium Statute, and pursuant to said Statute and said Recreational Facilities Lease, all monies due and to become due under the provisions of said Agreement, including,

specified in said Agreement, are and shall continue to be for the full term of said Agreement, declared to be common expenses of the Condominium.

2. Each unit owner, his heirs, successors and assigns, agrees to make payment to the Association of his share of the monies due, pursuant to and in the amount specified in ~~said Recreational Facilities Lease~~ and this Declaration of Condominium. It shall be mandatory for the unit owner to make said payments regardless of whether or not said unit owner uses the recreation facilities or any part thereof.

3. The Developer and the Association, by virtue of their execution of this Declaration of Condominium, and each apartment unit owner, by virtue of his taking title to a Condominium Parcel, agree that, notwithstanding the fact that the Recreational Facilities Lease is attached to this Declaration of Condominium and was recorded in the Public Records subsequent to the recording of this Declaration of Condominium, said Recreational Facilities Lease shall be deemed to have been recorded in the Public Records prior to the recording of this Declaration of Condominium, and in order to secure the faithful performance of the Association's obligation to the Lessor under the Recreational Facilities Lease, and to secure the unit owners's obligation to pay his share of the common expenses, including rent, taxes, assessments, insurance and maintenance, as to the Recreational Facilities Lease, the Lessor under said Agreement shall have a lien on each Condominium Parcel and all tangible personal property located in such Condominium unit in this Condominium to the extent and as provided in said Recreational Facilities Lease and Pledge Agreement, a copy of each being attached as Exhibits to this Declaration as Exhibits 6 and 7 respectively.

4. The unit owner shall be entitled to the use and enjoyment of the recreation area and facilities under the Recreational Facilities Lease, subject to the Rules and Regulations promulgated by the Condominium Association. However, all such Rules and Regulations shall be subject to the Lessor's approval and the paramount right of Lessor to enact, adopt and amend same.

5. Whenever any of the provisions of the Recreational Facilities Lease and/or this Declaration and other Exhibits attached hereto shall be in conflict, the provisions of the Recreational Facilities Lease shall be controlling, and as between the Declaration of Condominium and other Exhibits attached hereto, excluding the Recreational Facilities Lease, the provisions of the Declaration of Condominium, in case of conflict, shall be controlling.

6. Each unit owner, his heirs, successors and assigns, shall be bound by said Recreational Facilities Lease to the same extent and effect as if he had executed said Agreement for the purposes therein expressed, including, but not limited to:

(b) Adopting, ratifying, confirming and consenting to the execution of said Recreational Facilities Lease by the Association.

(c) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefor in said Recreational Facilities Lease.

(d) Ratifying, confirming and approving each and every provision of said Recreational Facilities Lease, and acknowledging that all of the terms and provisions thereof are reasonable, including the rent thereunder.

(e) Agreeing that the persons acting as Directors and Officers of the Association entering into such Recreational Facilities Lease have not breached any of their duties or obligations to the Association.

(f) It is specifically recognized that some or all of the persons comprising the original Board of Directors of the Association are or may be Lessors under said Recreational Facilities Lease, or where the Lessor is a Corporation, are or may be stockholders, officers and directors of said corporation; or beneficiaries of the Lessor entity; and that such circumstances shall not and cannot be construed or considered as a breach of their duties or obligations to the Association, nor as possible grounds to invalidate such Recreational Facilities Lease in whole or in part.

(g) The acts of the Board of Directors and officers of the Association in acquiring the leasehold interest under said Recreational Facilities Lease be and the same are hereby ratified, approved, confirmed and adopted.

ARTICLE XVII TERMINATION

This Condominium may be voluntarily terminated, in the manner provided for in the Florida Condominium Act, at any time; however, ~~the written consent of the Lessor under the Recreational Facilities Lease shall also be required.~~ In addition thereto, when there has been "very substantial" damage, as defined in Article XII, Section 2, Paragraph (g) above, this Condominium shall be subject to termination, as provided in Article XII, Section 2, Paragraph (g), and in this event, ~~the consent of the Lessor under the Recreational Facilities Lease shall not be required.~~ In addition thereto, if the proposed voluntary termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by three-fourths (3/4ths) of the total vote of the members of the Association, and by all institutional mortgagees and the

elements of condominium units, as aforesaid, due to construction, shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

3. No owner of a Condominium Parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements or the recreation facilities, or by the abandonment of his Condominium unit, except that this provision shall not apply to the Developer.

4. The owners of each and every Condominium Parcel shall return the same for the purpose of ad valorem taxes with the Tax Assessor of Broward County, Florida, or for such other future legally authorized governmental officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any unit owner the right of contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities from the valuation herein prescribed; each unit owner to pay ad valorem taxes and special assessments as are separately assessed against his Condominium Parcel.

For the purpose of ad valorem taxation, the interest of the owner of a Condominium Parcel in his Condominium unit and in the common elements shall be considered a unit. The value of said unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said unit and as set forth in this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

5. All provisions of this Declaration and Exhibits attached hereto, and Amendments thereof, shall be construed as covenants running with the land, and of every part thereof and therein, including, but not limited to, every unit and the appurtenances thereto, and every unit owner and claimant of the property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and any Amendments thereof.

6. If any of the provisions of this Declaration, or of By-Laws, the Articles of Incorporation of the Association, the Recreational Facilities Lease, Pledge Agreement, or of the Condominium Act, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Declaration, the By-Laws, Articles of Incorporation, Recreational Facilities Lease, Pledge Agreement, or the Condominium Act, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

7. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally

Association shall be given by the affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association at the Secretary's residence in the Condominium, or, in the case of the Secretary's absence, then the President of the Association at his residence in the Condominium and, in his absence, any member of the Board of Directors of the Association.

Notices to the Developer shall be delivered by mail at:

1000 South Ocean Boulevard
Pompano Beach, Florida

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given the personal representatives of a deceased owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the Court wherein the estate of such deceased owner is being administered.

8. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Board of Directors of the Association, from authorizing the removal of or removing any party wall between any Condominium units in order that the said units might be used together as one integral unit. In each event, all assessments, voting rights and the share of the common elements shall be calculated as if such units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined. The Developer shall have the right to use a portion of the common elements and the Condominium property for the purpose of aiding in the sale of Condominium units, including the right to use portions of the Condominium property for parking for prospective purchasers and such other parties as Developer determines. The foregoing right shall mean and include the right to display and erect signs, billboards and placards; and store, keep and exhibit same, and distribute audio and visual promotional materials upon the common element of the Condominium property.

9. The "Remedy for Violation" provided for by Section 23 of the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to bring a Court action to bring about compliance with the law, this Declaration and Exhibits attached to this Declaration, upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing such action, as determined by the Court.

10. Whenever the context so requires, the use of any

from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms.

1. Exercise of Option. An Agreement to Purchase, executed by the Association and/or the record owners of the parcels who will participate in the purchase, shall be delivered by personal delivery or mailed by certified or registered mail, to each of the record owners of the parcels to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all parcels owned by owners not approving the termination, but the Agreement shall effect a separate contract between the seller and his purchaser.

(a) Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and the 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 appraisers appointed by the Senior Judge of the Circuit Court in and for Broward County, Florida, on the petition of the seller. The expenses of appraisal shall be paid by the purchaser.

(b) Payment. The purchase price shall be paid in cash.

(c) Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

ARTICLE XVIII MISCELLANEOUS PROVISIONS

1. The owners of the respective Condominium units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceiling surrounding their respective condominium units, nor shall the unit owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective Condominium units which are utilized for or serve more than one Condominium unit, which items are, by these presents, hereby made a part of the common elements. Said unit owners, however, shall be deemed to own the walls and partitions which are contained in said unit owner's Condominium unit, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.

2. The owners of the respective Condominium units agree that if any portion of a Condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as

uniform plan for the operation of Condominium.

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

12. Where an institutional first mortgage, by some circumstance, fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of this Declaration and Exhibits annexed hereto, be deemed to be an institutional first mortgage.

13. If any term, covenant, provision, phrase or other element of the Condominium documents is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of the Condominium documents.

14. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the Condominium documents except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Any estimates of common expenses, taxes or other charges are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed. The Developer has construed the building and improvements substantially in accordance with the plans and specifications on file in the Building and Zoning Department of the applicable governmental authority, and as same have been modified, and this is the full extent of the Developer's liability and responsibility. The foregoing, where applicable, shall apply to the Lessor.

15. The Developer and, where applicable, the Lessor shall not be responsible for conditions resulting from condensation on or expansion or contraction of materials, paint over walls, both interior and exterior, loss or injury caused in any way by the elements; and water tightness of windows and doors, defects which are the result of characteristics common to the materials used, and damage due to ordinary wear and tear or abusive use, collection of water within the building or on any portion of the Condominium property and demised premises and improvements thereon nor anything of any type or nature except such items as are specifically delineated and agreed to in writing between the Developer and the individual unit owner and, where applicable, agreed to in writing between the Lessor and the Condominium Association, and it shall be understood and agreed that the Developer and Lessor shall bear no responsibility in any way as to the matters provided in this paragraph to the Condominium Association.

16. The Condominium Association, by its execution of this

parties, by virtue of their occupancy of units, hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto.

17. Escrow Account for Insurance and Certain Taxes.

There shall be established and maintained in a local, national or state bank, or a Federal or state savings and loan association, two (2) interest bearing savings and deposit accounts in order to accumulate sufficient monies for the following purposes:

(a) To pay all insurance premiums for the insurance on the Condominium property obtained and purchased by the Association pursuant to Article XII of this Declaration and all insurance premiums for the insurance on the recreational facilities; and

(b) To pay all real and personal property taxes assessed by the taxing authorities aforescribed for property owned by the Condominium, or taxes which the Condominium is required to pay as part of its common expenses, which taxes are not included in the taxes assessed by the taxing authorities against the individual Condominium Parcels.

On or before the 30th day of each month, the Association, shall cause two (2) checks to be issued and drawn on the Association's bank account; each check being equal respectively to one-twelfth (1/12th) of the estimated yearly amounts as to Items (a) and (b) above, and said checks shall be immediately deposited into the appropriate savings deposit account.

These accounts shall be maintained in the state or national bank or state or Federal savings and loan association owning and holding the highest dollar amount of indebtedness of institutional first mortgages owing against the Condominium units. Where said institutional first mortgagee is not a state or national bank or state or Federal savings and loan association, said accounts shall be maintained in one of the foregoing as selected by said institutional first mortgagee. These accounts shall have the right of withdrawal restricted to a joint request by the Board of Directors of the Association, and the institution holding the first recorded mortgage encumbering a unit, and thereafter the institution having the highest dollar amount of indebtedness on units.

If for any reason, the Association does not pay the real property taxes assessed as to Item (b) above, within sixty (60) days after these taxes are permitted by law to be paid, then the institution having the right of withdrawal, as aforescribed, shall have the undisputed right to withdraw, without the written consent of the

out the necessity of securing the written consent of the Board of Directors of the Association, to withdraw such sums of money as are necessary to pay the then due premiums.

Should a Condominium unit owner fail to pay that portion of the monthly assessment relating to Items (a) and (b) above, within thirty (30) days from its due date, the Association shall have the right, but it is not required, to advance the necessary funds so as to deposit the required monthly sum into the savings deposit accounts. The Association shall have a lien effective as of recording thereof for all sums so advanced, together with interest thereon. They shall also have the right to assign their lien upon recording to any unit owner or group of unit owners, or to any third party. In the event the Association does not advance funds, as aforesaid, the holder of an institutional first mortgage on the delinquent unit, or the institution having the right of withdrawal, as aforesaid, or the institution having the highest dollar indebtedness on Condominium units, may advance the necessary funds into the savings deposit accounts to make up the deficiency. Said institution shall have a lien for all sums so advanced and may bring suit to foreclose the interest of the delinquent Condominium unit owner in his Condominium unit. The Condominium unit owners herein consent to the establishment of such lien effective upon recording as a result of these advances in favor of the institution(s), or the Association as aforescribed. However, no such foreclosure action may be brought by said institution or individual or group of individuals where the Association advances the necessary funds and assign their lien until the delinquent unit owner has received not less than ten (10) days' written notice in this regard.

Notwithstanding all of the foregoing, the establishment of the aforescribed escrow accounts for taxes and insurance shall not be mandatory until the first membership election of directors of the Association. The Developer alone shall have the right to determine when and if escrow accounts should be established.

18. No Condominium Parcel Owner shall bring, or have any right to bring, any action for partition or division of the Condominium property.

19. The term "recreation area and facilities", "recreation area" and "recreation facilities", where used throughout this Declaration of Condominium and Exhibits attached hereto, shall mean the demised premises under the Recreational Facilities Lease attached to this Declaration.

20. The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, and any right of

for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. This Condominium is part and parcel of POMPANO ATLANTIS, a multi-phase Condominium project and, accordingly, easements and/or rights-of-way established by the Developer or the Association for pedestrian or vehicular traffic shall be not only for the use of Unit owners in this Condominium, but also for the use of Unit owners in other Condominiums in POMPANO ATLANTIS, as well as the Developer, and Lessor of the recreational facilities as are reasonably required for ingress to and egress from the remaining portions of POMPANO ATLANTIS.

IN WITNESS WHEREOF, DOLOMITE PROPERTIES LIMITED, a Canadian corporation, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this _____ day of _____, 197 .

Signed sealed and delivered DOLOMITE PROPERTIES LIMITED
in the presence of:

_____ By _____ (SEAL)
President

_____ Attest: _____ (SEAL)
Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me personally appeared _____ and _____, President and Secretary, respectively of DOLOMITE PROPERTIES LIMITED, to me known to be the persons who signed the foregoing Declaration of Condominium as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Pompano Beach, said

Notary Public, State of Florida

My Commission Expires:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, POMPANO ATLANTIS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, POMPANO ATLANTIS CONDOMINIUM ASSOCIATION, INC., has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this _____ day of _____, 197 .

Signed, sealed & delivered
in the presence of:

POMPANO ATLANTIS CONDOMINIUM
ASSOCIATION, INC.

(SEAL)

By _____ (SEAL)
President

Attest: _____ (SEAL)
Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me personally appeared _____ and _____, President and Secretary, respectively of POMPANO ATLANTIS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, to me known to be the persons who signed the foregoing Declaration of Condominium as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Pompano Beach, said County and State, this _____ day of _____, 197 .

Notary Public, State of Florida

My Commission Expires:

LONG and JOSEPH WEINTRAUB, not individually, but as Trustees of ATICO Mortgage Investors, a Massachusetts Business Trust, recorded under Clerk's File No. 70R-157935 of the Public Records of Dade County, Florida, by their nominee R. A. KRAUSE, being the owner and holder of a mortgage dated June 4, 1971, made by R. D. Taylor-Made Enterprises, Inc., a Florida corporation, and recorded in Official Records Book 4552, at Page 384, of the Public Records of Broward County, Florida, which mortgage encumbers the real property and improvements identified in the foregoing Declaration of Condominium, does hereby consent to and join in the submission of said real property and improvements to Condominium ownership in accordance with the terms, provisions and conditions of the foregoing Declaration of Condominium, except that the within joinder shall not effect the validity or priority of said above-described mortgage.

IN WITNESS WHEREOF, JAMES BLOOR, THOMAS COOGAN, J. VICTOR HERD, AUGUSTUS C. LONG and JOSEPH WEINTRAUB, not individually, but as Trustees of ATICO Mortgage Investors, a Massachusetts Business Trust, have caused this Consent and Joinder of Mortgagee to be executed by their nominee R.A. KRAUSE, this _____ day of _____, 197____.

Signed, Sealed and Delivered
in the presence of:

_____	_____ (Seal)
_____	R.A. KRAUSE, Nominee of the Trustees of ATICO Mortgage Investors, a Massachusetts Business Trust

STATE OF FLORIDA)
COUNTY OF DADE) SS

BEFORE ME personally appeared R.A. KRAUSE, as Nominee of the Trustees of ATICO Mortgage Investors, a Massachusetts Business Trust, and who acknowledged before me that he did, as such Nominee, execute the foregoing Consent and Joinder of Mortgagee, and that the execution of said Consent is the act and deed of the said Trustees of ATICO Mortgage Investors, a Massachusetts Business Trust, and that the same was executed for the purposes therein expressed.

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

My commission expires:

Notary Public, State of Florida

15 DECLARATION OF CONDOMINIUM
OF
POMPANO ATLANTIS PHASE I

EXHIBIT 1 LEGAL DESCRIPTION OF POMPANO ATLANTIS
 PHASE I

EXHIBIT 2 PERCENTAGE OF INTEREST IN COMMON ELEMENTS,
 COMMON EXPENSES AND COMMON SURPLUS

EXHIBIT 3 PLOT PLANS AND GRAPHIC DESCRIPTION OF
 POMPANO ATLANTIS PHASE I

Page 1	Plot Plan
Page 2	First Floor Plan
Page 3	Second Floor Plan
Page 4	Third Floor Plan
Page 5	Fourth Floor - Recreation Unit
Page 6	Fourth Floor - Apartment Units
Page 7	Fifth Floor Plan
Page 8	Sixth Floor Plan
Page 9	Seventh Floor Plan
Page 10	Eighth Floor Plan
Page 11	Ninth Floor Plan
Page 12	Tenth Floor Plan
Page 13	Eleventh Floor Plan
Page 14	Twelfth Floor Plan
Page 15	Thirteenth Floor Plan
Page 16	Fourteenth Floor Plan
Page 17	Fifteenth Floor Plan
Page 18	Sixteenth Floor Plan
Page 19	Seventeenth Floor Plan
Page 20	Eighteenth Floor Plan
Page 21	Penthouse Floor Plan

EXHIBIT 4 ARTICLES OF INCORPORATION OF POMPANO ATLANTIS
 CONDOMINIUM ASSOCIATION, INC.

EXHIBIT 5 BY-LAWS OF POMPANO ATLANTIS CONDOMINIUM
 ASSOCIATION, INC.

EXHIBIT 6 99-YEAR RECREATION FACILITIES LEASE

EXHIBIT 7 PLEDGE AGREEMENT

EXHIBIT 1

LEGAL DESCRIPTION OF
POMPANO ATLANTIS PHASE I

POMPANO ATLANTIS

PHASE I

All of Lot 6, Block 2; all of Lot 6, Block 3; and that portion of Lot 7 of said Block 3, lying East of the East right-of-way line of State Road A-1-A, POMPAN BEACH, MORANG & PARKS SUBDIVISION ON PALM ISLAND, according to the plat thereof, recorded in Plat Book 2, Page 28, of the Public Records of Broward County, Florida, TOGETHER WITH that portion of Briney Avenue (Ocean Drive) adjacent to said Lot 6, Block 2, and Lot 6, Block 3, now vacated, and also a portion of Block 1, lying East of the East right-of-way line of State Road A-1-A, AMENDED PLAT OF POMPAN BEACH, MORANG & PARKS SUBDIVISION, 2ND ADDITION, PALM ISLAND, according to the plat thereof, recorded in Plat Book 16, Page 52, of the Public Records of Broward County, Florida, TOGETHER WITH a portion of beach area, and being all more fully described as follows:

COMMENCING at the Northwest corner of said Lot 7, Block 3; thence Easterly along the North line of said Lot 7, a distance of 10 feet to the POINT OF BEGINNING and a point on the East right-of-way line of State Road A-1-A; thence Southerly along the said East right-of-way line, making an angle of $89^{\circ} 31' 00''$ in the Southeast quadrant, a distance of 50 feet; thence Southerly continuing along the said East right-of-way line, making an included angle of $181^{\circ} 41' 06''$ a distance of 145.01 feet; thence Easterly making an included angle of $88^{\circ} 34' 18''$ a distance of 574 feet, more or less, to a point on the High Water Line of the Atlantic Ocean (the same as located and existing on May 18, 1971); thence Northerly meandering the said High Water Line, a distance of 193 feet, more or less, to a point on the Easterly extension of the North line of said Lot 6, Block 2; thence Westerly along the said Easterly extension, along the said North line of Lot 6, Block 2, and the Westerly extension thereof, and along the North lines of said Lots 6 and 7, Block 3, a distance of 580 feet, more or less, to the POINT OF BEGINNING.

LESS:

Commencing at the intersection of the East right-of-way line of State Road A-1-A and the North line of Lot 7, Block 3 as shown in the plat of Morang and Parks Subdivision

Records of Broward County, Florida; thence Easterly along the North line of said Lot 7, Block 3, a distance of 10.00 feet to a point on the East right-of-way line of State Road A-1-A; thence Southerly along the said East right-of-way line, making an angle of $89^{\circ} 31' 00''$ in the Southeast quadrant, a distance of 50 feet; thence Southerly continuing along the said East right-of-way line, making an included angle of $181^{\circ} 41' 06''$, a distance of 145.01 feet; thence Easterly making an included angle of $88^{\circ} 34' 18''$, a distance of 386.81 feet to the Point of Beginning; thence continue along the aforementioned line a distance of 187.19 feet to Point "A"; thence from the Point of Beginning with a deflection angle to the left of 90° from the line establishing the Point of Beginning, a distance of 8.00 feet to a point; thence with a deflection angle to the left of 90° a distance of 9.33 feet to a point; thence with a deflection angle to the right of 90° a distance of 13.57 feet to a point; thence with a deflection angle to the right of 90° a distance of 4.73 feet to a point; thence with a deflection angle to the left of 90° a distance of 32.70 feet to a point; thence with a deflection angle to the left of 90° a distance of 8.27 feet to a point; thence with a deflection angle to the right of 90° a distance of 17.00 feet to a point; thence with a deflection angle to the right of 90° a distance of 25.30 feet to a point; thence with a deflection angle to the left of 90° a distance of 13.42 feet to a point; thence with a deflection angle to the right of 90° a distance of 5.00 feet to a point; thence with a deflection angle to the left of 90° a distance of 33.16 feet to a point; thence with a deflection angle to the right of 90° a distance of 9.40 feet to a point; thence with a deflection angle to the left of 90° a distance of 19.14 feet to a point; thence with a deflection angle to the right of 90° a distance of 3.65 feet to a point; thence with a deflection angle to the left of 90° a distance of 27.68 feet to a point; thence with a deflection angle to the left of 90° a distance of 3.65 feet to a point; thence with a deflection angle to the right of 90° a distance of 28.67 feet to a point; thence with a deflection angle to the right of $90^{\circ} 13' 36''$ a distance of 120.72 feet more or less to a point on the High Water Line of the Atlantic Ocean (the same as located and existing on May 18, 1971); thence Southerly meandering the said High Water Line a distance of 193 feet more or less to Point "A".

EXHIBIT 2

PERCENTAGE OF INTEREST
IN COMMON ELEMENTS,
COMMON EXPENSES AND
COMMON SURPLUS

PERCENTAGE OF INTEREST
COMMON ELEMENTS, COMMON EXPENSES
AND COMMON SURPLUS

1. (a) Common Expense and Common Surplus. Subject to Developers exemption set forth in Article VI, all condominium apartment units except the managers apartment, to-wit:, 4G and except unsold apartment units owned by Developer will equally share the common expenses and common surplus. The managers apartment will not be entitled to any share of the common surplus.

The recreation unit will not be assessed for common expense; nor will it be entitled to any share of the common surplus.

(b) Adjustment of Common Expenses and Surplus. In the event that Pompano Atlantis Phase II is hereafter submitted to condominium ownership every apartment unit owner in this condominium and every apartment unit owner in the second phase of Pompano Atlantis shall bear the common expense and share the common surplus of the condominium project in accordance with that fraction, the numerator of which shall be One (1) and the denominator of which shall be the total number of apartment units of Pompano Atlantis Phase I and II, exclusive of any managers apartment units owned by the association and exclusive of any unsold apartment units as set forth in Article VI (3).

2. Common Elements

Condominium Unit

Undivided Interest in Common
Elements and Appurtenances
There to

4A	4H	4I	4P
5A	5H	5I	5P
6A	6H	6I	6P
7A	7H	7I	7P
8A	8H	8I	8P
9A	9H	9I	9P
10A	10H	10I	10P
11A	11H	11I	11P
12A	12H	12I	12P
14A	14H	14I	14P
15A	15H	15I	15P
16A	16H	16I	16P
17A	17H	17I	17P
18A	18H	18I	18P

All .4429%

4B	4C	4D	4E	4F	
4J	4K	4L	4M	4N	4O
5B	5C	5D	5E	5F	5G
5J	5K	5L	5M	5N	5O

All .3845%

7B	7C	7D	7E	7F	7G
7J	7K	7L	7M	7N	7O
8B	8C	8D	8E	8F	8G
8J	8K	8L	8M	8N	8O
9B	9C	9D	9E	9F	9G
9J	9K	9L	9M	9N	9O
10B	10C	10D	10E	10F	10G
10J	10K	10L	10M	10N	10O
11B	11C	11D	11E	11F	11G
11J	11K	11L	11M	11N	11O
12B	12C	12D	12E	12F	12G
12J	12K	12L	12M	12N	12O
14B	14C	14D	14E	14F	14G
14J	14K	14L	14M	14N	14O
15B	15C	15D	15E	15F	15G
15J	15K	15L	15M	15N	15O
16B	16C	16D	16E	16F	16G
16J	16K	16L	16M	16N	16O
17B	17C	17D	17E	17F	16G
17J	17K	17L	17M	17N	17O
18B	18C	18D	18E	18F	18G
18J	18K	18L	18M	18N	18O

All .3845%

PH-A PH-H PH-I PH-P

.4981%

PH-B PH-C PH-D PH-E
PH-F PH-G PH-J PH-K
PH-L PH-M PH-N PH-O

All .4069%

4G

.3353%

Recreation Unit

3.7756%

Total

100%

EXHIBIT 3

PLOT PLANS AND GRAPHIC
DESCRIPTION OF
POMPANO ATLANTIS PHASE I

JOHN A. HANLEY JR.
Registered Engineer No. 3848
Registering Licensed Surveyor No. 1841
State of Florida

[illegible]

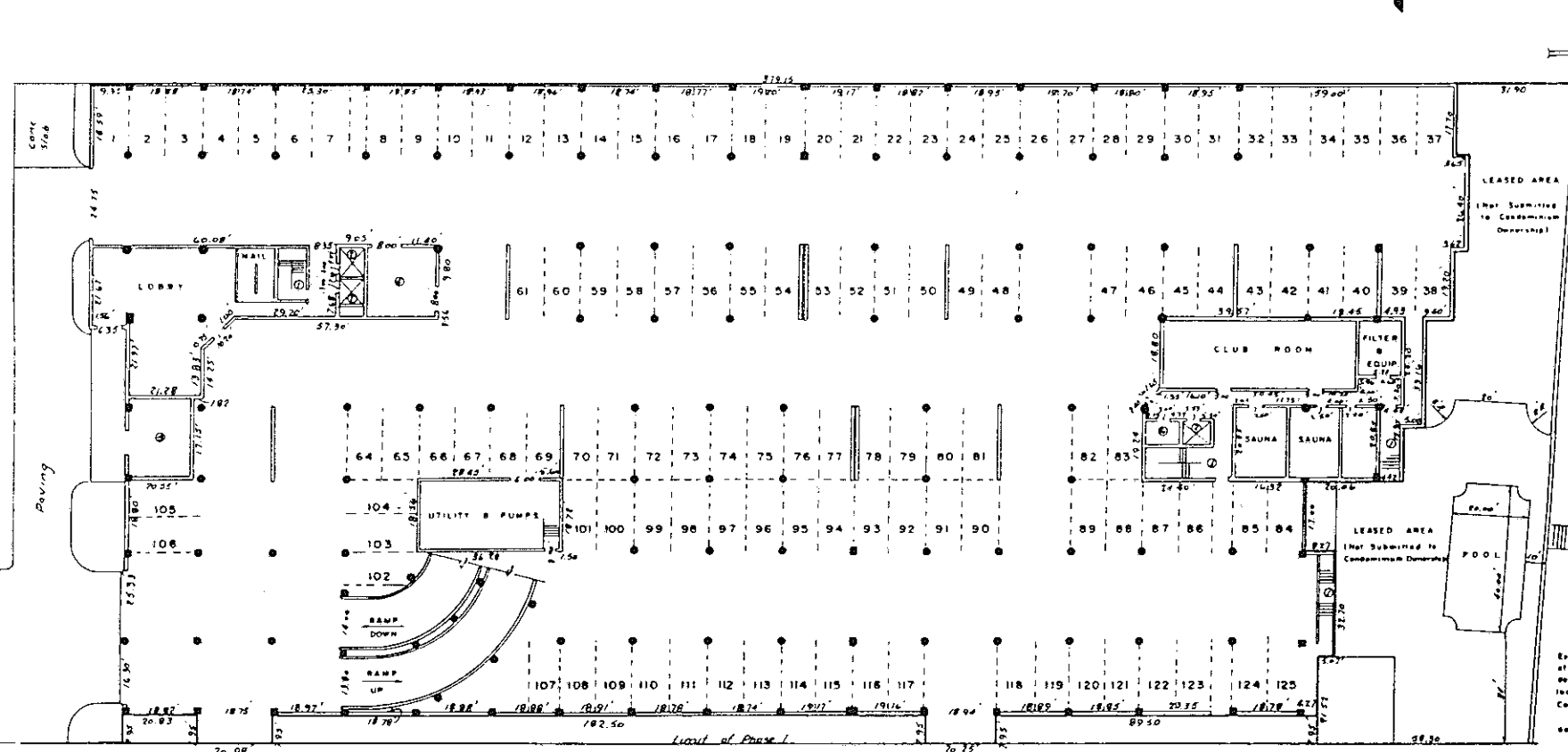
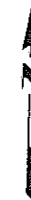
EXHIBIT "3"

PAGE 2

ANNEXED TO

AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOLOMITE PROPERTIES LIMITED

DATED 12th DAY OF Nov 1973



LEGEND

- 1 Stairs
- 2 Elevators
- 3 Columns
- 4 Trash Chute
- 5 Transformer Room
- 6 Storage Room

CERTIFICATION

Exhibit "3" together with the wording of the Declaration of Condominium is a correct representation of the improvements described and there can be determined therefrom the identity, location, dimensions and size of the Common Elements, Limited Common Elements and of each Unit.
Certified to DOLOMITE PROPERTIES LIMITED
dated at Boca Raton, Florida this 12th day of Nov 1973

John A. Grant, Jr.
JOHN A. GRANT, JR.
Registered Engineer No 5889
Registered Land Surveyor No 1141
State of Florida

1st FLOOR PLAN

NOTES

Elevations in feet of the upper and lower limits of the Units are based on M.C.S. datum.
Elevations of Units are as follows:

Lower limit of Unit Elevation - 8.23
Upper limit of Unit Elevation - 17.22

These surveys and plot plan are compiled from plans prepared by Gene C. Monaco, which said plans and specifications bear Commission Order Number T036, and by actual surveys dated July 30, 31, Aug 1, 2, 3, 8, 17, 31, Sept 28, and Oct 8, 1973.

DESCRIPTION OF LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS

For description of Units and appurtenances thereto see the Declaration of Condominium of Pompano Atlantis - Phase I.

NO.	REVISION	BY	DATE
POMPAO ATLANTIS CONDOMINIUM PHASE I FOR DOLOMITE PROPERTIES LIMITED			
1000 SOUTH OCEAN BLVD. POMPAO BEACH, FLORIDA FOR DOLOMITE PROPERTIES LIMITED			
JOHN A. GRANT, JR. CONSULTING ENGINEER			
BOCA RATON		FLORIDA	
MADE	DATE	TRACED	DATE
CHECKED	DATE	SCALE	DATE
JOB NO. 100-1649		SHEET 2 OF 10	

EXHIBIT "3"

PAGE 3

ANNEXED TO

AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOLOMITE PROPERTIES LIMITED

DATED 19th DAY OF Nov. 1973

DESCRIPTION OF LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS

For description of units and apartments thereon see the Declaration of Condominium of Pompano Atlantis - Phase I

LEGEND

- 1 Stairs
- 2 Elevators
- 3 Columns
- 4 Trash Chute
- 5 Transformer Room
- 6 Storage Room

CERTIFICATION

Exhibit "3" together with the wording of the Declaration of Condominium is a correct representation of the improvements described and there can be determined therefrom the location, dimensions and size of the Common Elements, Limited Common Elements and of each Unit

Certified to DOLOMITE PROPERTIES LIMITED
dated at Boca Raton, Florida this 19th day of Nov. 1973

John A. Grant, Jr.
JOHN A. GRANT, JR.
REGISTERED LAND SURVEYOR NO. 3549
REGISTERED LAND SURVEYOR NO. 1941

2 nd FLOOR

NOTES

Elevations in feet of the upper and lower limits of the Units are based on N.O.S. datum
Elevations of Units are as follows:
Upper limit of Unit Elevation 19.22
Lower limit of Unit Elevation 18.77
These surveys and plat plan are compiled from plans prepared by Gary C. Menzies, which plat plans and specifications bear Commission Order Number 7036, and by actual surveys dated July 30, 31, Aug 1, 2, 3, 6, 17, 31, Sept 28, and Oct 8, 1973.

NO.	REVISION	BY	DATE
POMPAO ATLANTIS CONDOMINIUM PHASE I FOR DOLOMITE PROPERTIES LIMITED			
1000 SOUTH OCEAN BLVD. POMPAO BEACH, FLORIDA FOR DOLOMITE PROPERTIES LIMITED			
JOHN A. GRANT, JR. CONSULTING SURVEYOR			
BOOK	PAGE		FLORIDA
MADE BY	DATE	TRACED BY	DATE
CHECKED BY	DATE	SCALE	BY
JOB NO. 100-1412		SHEET 3 OF 3	

EXHIBIT "3"

PAGE 4

ANNEXED TO

AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOLOMITE PROPERTIES LIMITED

DATED 15th DAY OF Nov, 1973

DESCRIPTION OF LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS

For description of Units and appurtenances, please see the Declaration of Condominium of Pompano Atlantis - Phase I

LEGEND

- 1 Stairs
- 2 Elevators
- 3 Corridor
- 4 Trash Chute
- 5 Transformer Room
- 6 Storage Room
- 7 Laundry Room
- 8 Water Room
- 9 Generator Room
- 10 Rest Rooms
- 11 Maintenance

CERTIFICATION

Exhibit "3" together with the wording of the Declaration of Condominium is a correct representation of the improvements described and there can be determined therefrom the identity, location, dimensions and size of the Common Elements, Limited Common Elements and of each Unit.

Certified to DOLOMITE PROPERTIES LIMITED dated at Boca Raton, Florida this 15th day of Nov 1973

JOHN A. GRANT, JR.
Registered Engineer No 3648
Registered Land Surveyor No 1161
State of Florida

3 rd FLOOR

NOTES

Elevations in feet of the upper and lower limits of the Units are based on N.O.S datum. Elevations of Units are as follows:

Lower limit of Unit Elevation 25.17
Upper limit of Unit Elevation 25.27

These surveys and plat plan are compiled from plans prepared by Guss C. Monaca, which said plans and specifications bear Commission Order Number 7036, and by actual surveys dated July 30, 31, Aug 1, 2, 3, 6, 7, 31, Sept 28, and Oct 8, 1973.

NO. 1000		PT.	
POMPAO ATLANTIS CONDOMINIUM PHASE FOR DOLOMITE PROPERTIES LIMITED			
1000 SOUTH OCEAN BLVD. POMPAO BEACH, FLORIDA FOR DOLOMITE PROPERTIES LIMITED			
JOHN A. GRANT, JR. CONSULTING ENGINEER			
BOCA RATON		FLORIDA	
MADE BY	DATE	TRACED BY	DATE
CHECKED BY	DATE	SCALE	
JOH NO	1000-7036	SHEET	1

PAGE 5
ANNEXED TO

DATED 12th DAY OF Nov, 1973

For description of Units and appointments thereof see the Dictionary of Condensation
of Phonetic Symbols - Part I

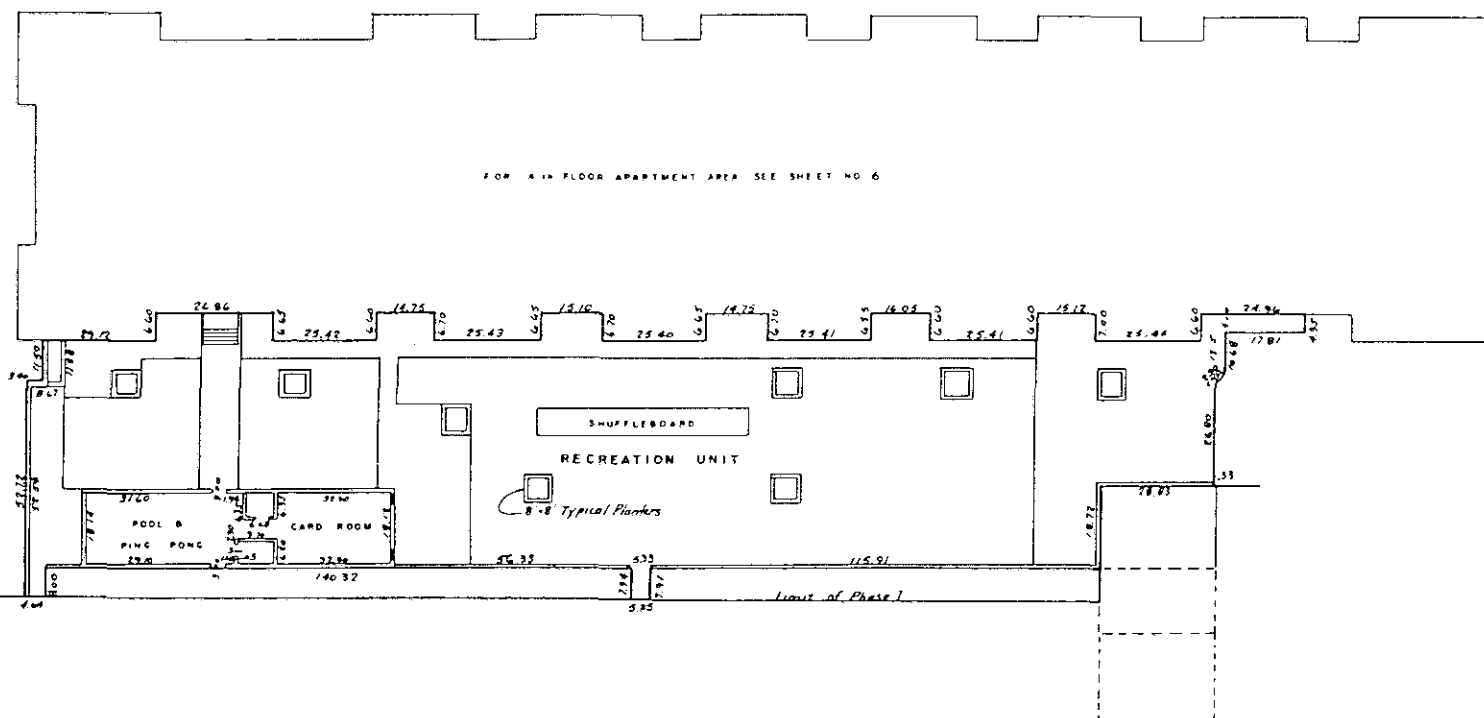


Exhibit "3" together with the wording of the Declaration of Condominium is a correct representation of the improvements described and there can be determined therefrom the identity, location, dimensions and use of the Common Elements, Limited Common Elements and of each Unit.

Carried to SOLOMITE PROPERTIES LIMITED
 dated at Boca Raton, Florida this 19th day of Nov 1977

John A. Grant, Jr.
JOHN A. GRANT, JR.
Registered Engineer No 3848
Registered Land Surveyor No 1141
State of Florida

NOTES

Elevations in feet of the upper and lower limits of the UATs are based on NOS datum.

Lower limit of Pool and Card Room	32.48
Upper limit of Pool and Card Room	43.23
Lower limit of Reception Unit	32.20
Upper limit of Reception Unit	"

These surveys and plan plan are compiled from plans prepared by Gene C. Mendez, which said plans and specifications bear Commission Order Number 7036, and by actual surveys dated July 30, 31, Aug 1, 2, 3, 8, 17, 31, Sept 28, and Oct 8, 1973

NO.	REFERENCE	BY	DATE
POMPANO ATLANTIS CONDOMINIUM PHASE FOR DOLOMITE PROPERTIES LIMITED			
1000 SOUTH OCEAN BLVD. POMPANO BEACH, FLORIDA FOR DOLOMITE PROPERTIES LIMITED			
JOHN A. GRANT, JR. CONSULTING ENGINEER			
BOCA RATON		FLORIDA	
MADE	DATE	PLACED	DATE
DISCLOSE	DATE	SCALE	

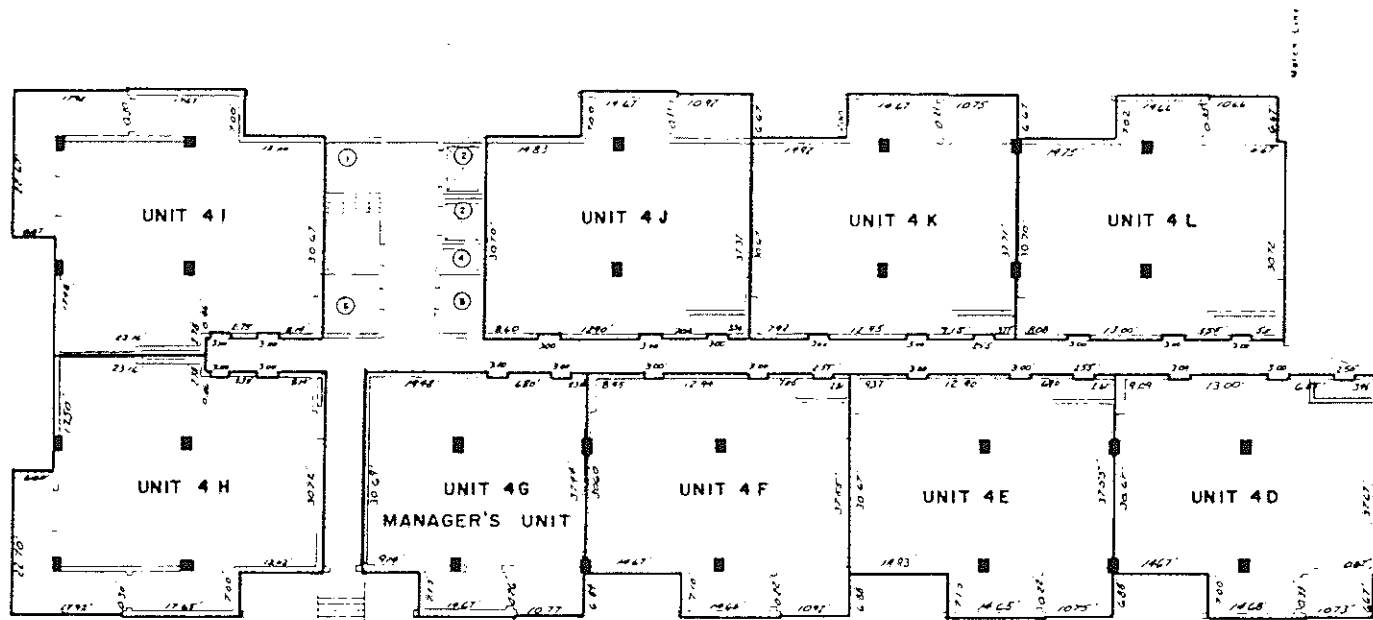


EXHIBIT "3"

PAGE 6

ANNEXED TO

AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOLOMITE PROPERTIES LIMITED

DATED 17th DAY OF NOV 1973

DESCRIPTION OF UNITS, LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS

For description of Units and appurtenances thereto see the Declaration of Condominium
of Pompano Atlantis - Phase Z

LEGEND

- | | |
|----------------|---------------------|
| 1. Stairs | 5. Transformer Room |
| 2. Elevator | 6. Storage Room |
| 3. Common Room | 7. Laundry Room |
| 4. Trash Chute | 8. Meter Room |

NOTES

Heavy lines denote limits of Units.
Elevations in feet of the upper and lower limits of the Units are based on MGS datum.
Elevation of Units are as follows:

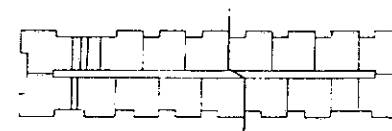
Lower limit of Unit Elevation 39.58
Upper limit of Unit Elevation 39.17

These surveys and plat also are computed from plans prepared by Gene C. Monahan, which said
plans and specifications bear Commission Order Number 7039, and by actual surveys dated
July 30, 31, Aug 1, 2, 3, 9, 17, 31, Sept 28, and Oct 6, 1973.

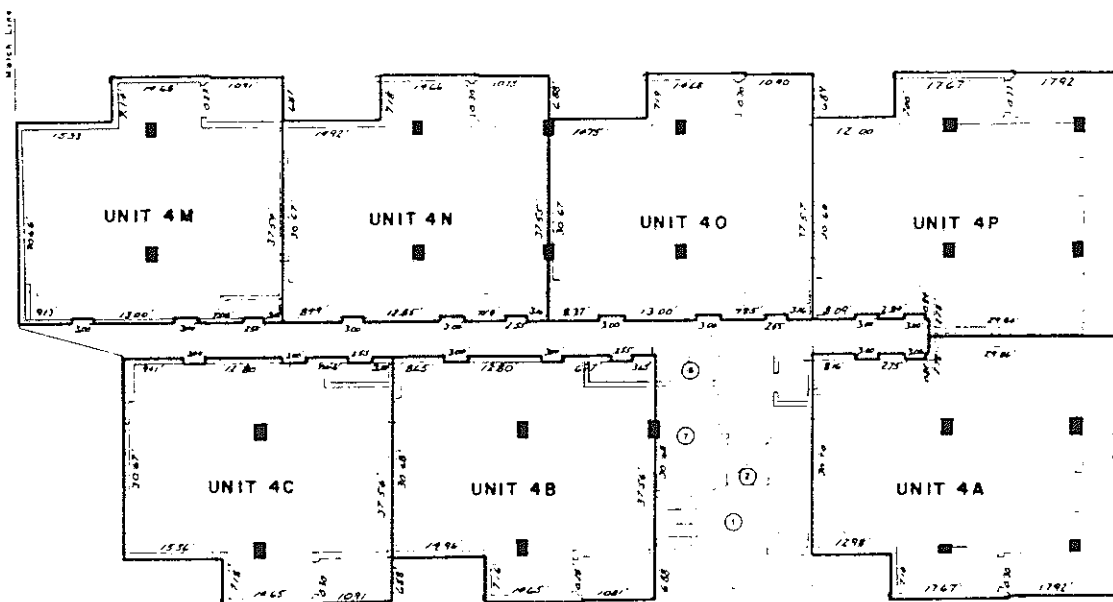
CERTIFICATION

Exhibit "3" together with the wording of the Declaration
of Condominium is a correct representation of the improvements
described and there can be determined therefrom the identity,
location, dimensions and use of the Common Elements
Limited Common Elements and of each Unit.
Certified to DOLOMITE PROPERTIES LIMITED
dated at Boca Raton, Florida, this 19th day of Nov 1973.

John A. Grant, Jr.
JOHN A. GRANT, JR.
Registered Engineer No. 3648
Registered Land Surveyor No. 1141
State of Florida



4th. FLOOR PLAN



NO. SECTION	BY	DATE
POMPAO ATLANTIS CONDOMINIUM - PHASE I FOR DOLOMITE PROPERTIES LIMITED		
1000 SOUTH OCEAN BLVD POMPAO BEACH, FLORIDA FOR DOLOMITE PROPERTIES LIMITED		
JOHN A. GRANT, JR. CONSULTING ENGINEER		
LOCAL RATION	ALABAMA	
MADE 25	DATE 8-11	PLACED 25
CHECKED 25	DATE 3-11	SCALE

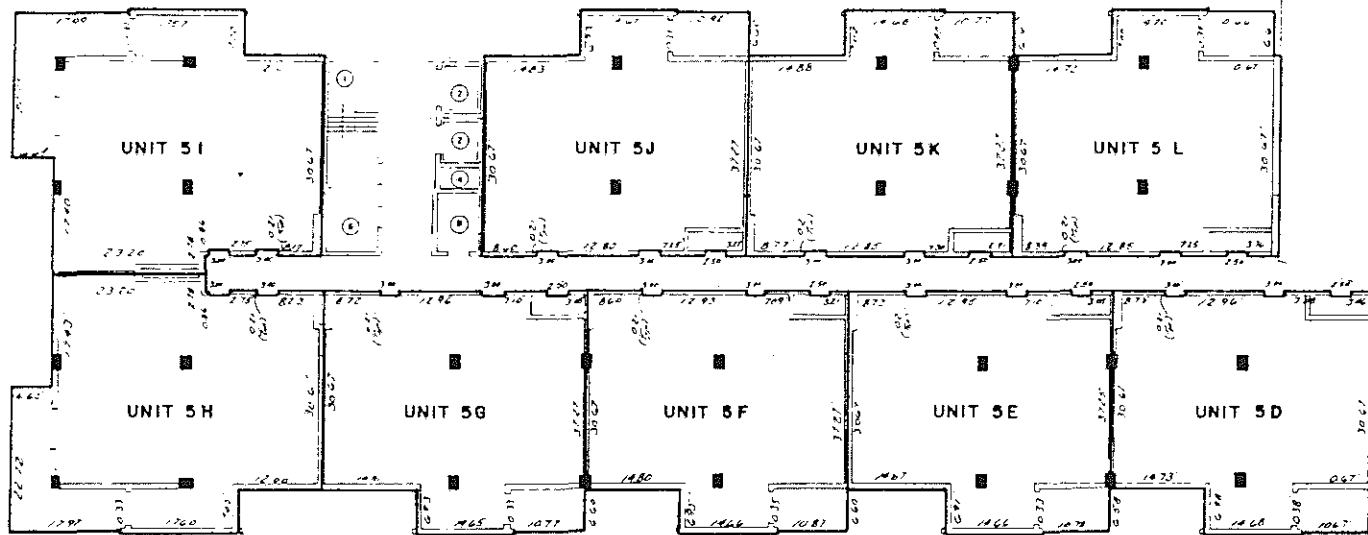


EXHIBIT "3"

PAGE 7

ANNEXED TO

AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOLOMITE PROPERTIES LIMITED

DATED 19th DAY OF Nov 1973

DESCRIPTION OF UNITS, LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS

For description of Units and appurtenant items see the Declaration of Condominium
of Pompano Atlantis - Phase I

LEGEND

- | | |
|----------------|---------------------|
| 1. Stairs | 5. Transformer Room |
| 2. Elevator | 6. Storage Room |
| 3. Common | 7. Laundry Room |
| 4. Trash Chute | 8. Meter Room |

NOTES

Heavy lines show limits of Units.
Elevations in feet, at the upper and lower limits of the Units are based on M.D.S. datum.
Elevation of Units are as follows:

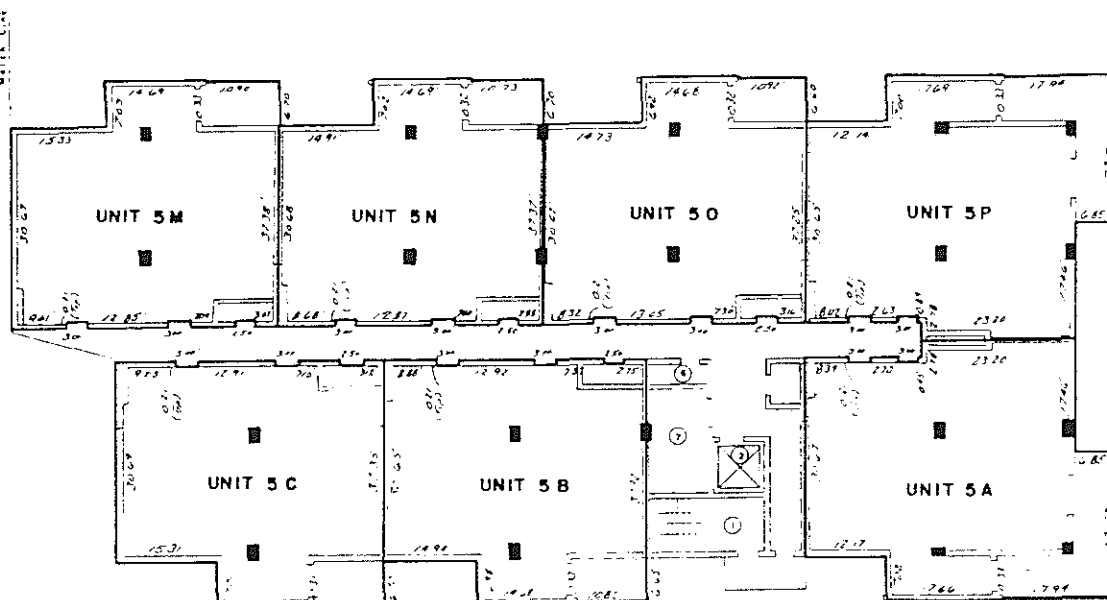
Lower limit of Unit Elevation: 58.17
Upper limit of Unit Elevation: 63.24

These survey and plot data are compiled from plans prepared by Gene C. Monette, which used
plant and specifications from Commission Order Number 7038, and by actual survey dated
July 30, 31, Aug 1, 2, 3, 8, 17, 31, Sept 28, and Oct 8, 1973.

CERTIFICATION

Exhibit "3" together with the wording of the Declaration
of Condominium is a correct representation of the improvements
described and there can be determined therefrom the identity,
location, dimensions and use of the Common Elements,
Limited Common Elements and each Unit.
Certified to DOLOMITE PROPERTIES LIMITED,
dated at Boca Raton, Florida, this 19th day of Nov 1973.

John A. Grant, Jr.
JOHN A. GRANT, JR.
Registered Engineer No 3640
Registered Land Surveyor No 481
State of Florida



5th. FLOOR PLAN

NO.	REVISION	BY
POMPAO ATLANTIS CONDOMINIUM - PHASE I FOR DOLOMITE PROPERTIES LIMITED		
1000 SOUTH OCEAN BLVD POMPAO BEACH, FLORIDA FOR DOLOMITE PROPERTIES LIMITED		
JOHN A. GRANT, JR. CONSULTING ENGINEER		
BOCA RATON FLORIDA		
MADE 3-8	DATE 7-21	SCALE
CHECKED 7-21	DATE 7-21	SCALE
JOH NO. 100.000	DATE	SCALE

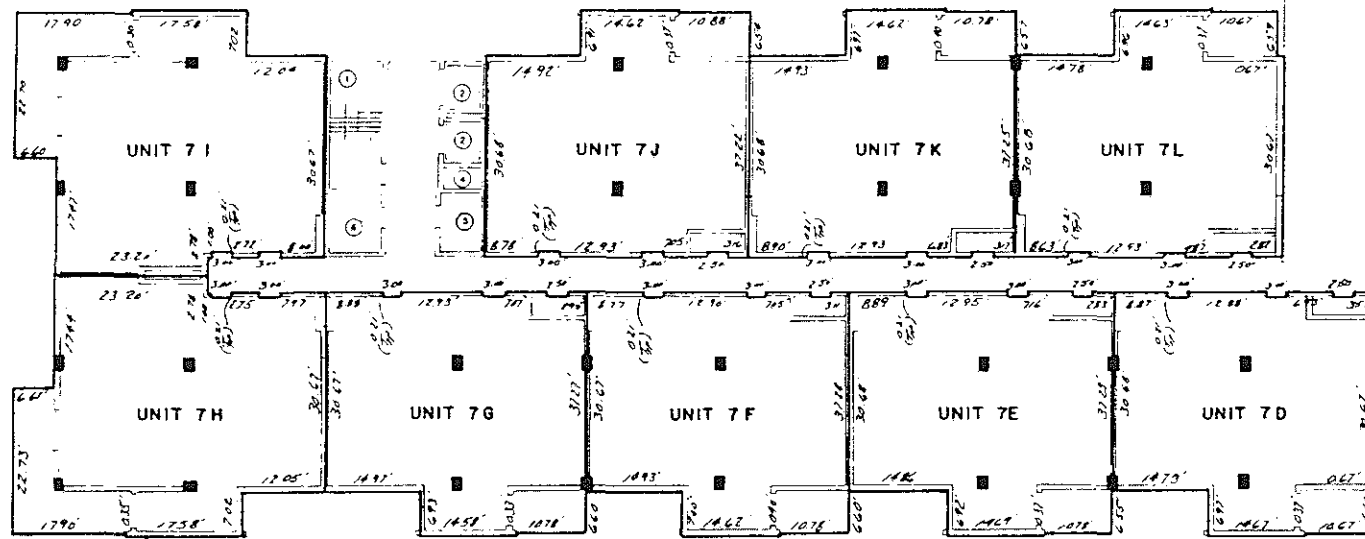


EXHIBIT "3"

PAGE 9

ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOLOMITE PROPERTIES LIMITED

DATED 10th DAY OF NOV, 1973

DESCRIPTION OF UNITS, LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS

For description of units and appointments thereto see the Declaration of Condominium of Pompano Atlantic, Phase I.

LEGEND

- | | |
|---------------|--------------------|
| 1 Stairs | 5 Transformer Room |
| 2 Elevator | 6 Storage Room |
| 3 Common RM | 7 Laundry Room |
| 4 Trash Chute | 8 Water Room |

NOTES

Heavy lines denote limits of Units.
Elevations in feet of the upper and lower limits of the Units are based on NGS datum.
Elevations of Units are as follows:

98.38

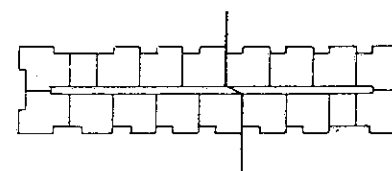
10.88

These surveys and plat plan are compiled from plans prepared by Gene C. Monaco, which were filed and specifications bear Commission Order Number 7038, and by actual surveys dated July 30, 31, Aug. 1, 2, 3, 8, 17, 30, Sept 28, and Oct. 8, 1973.

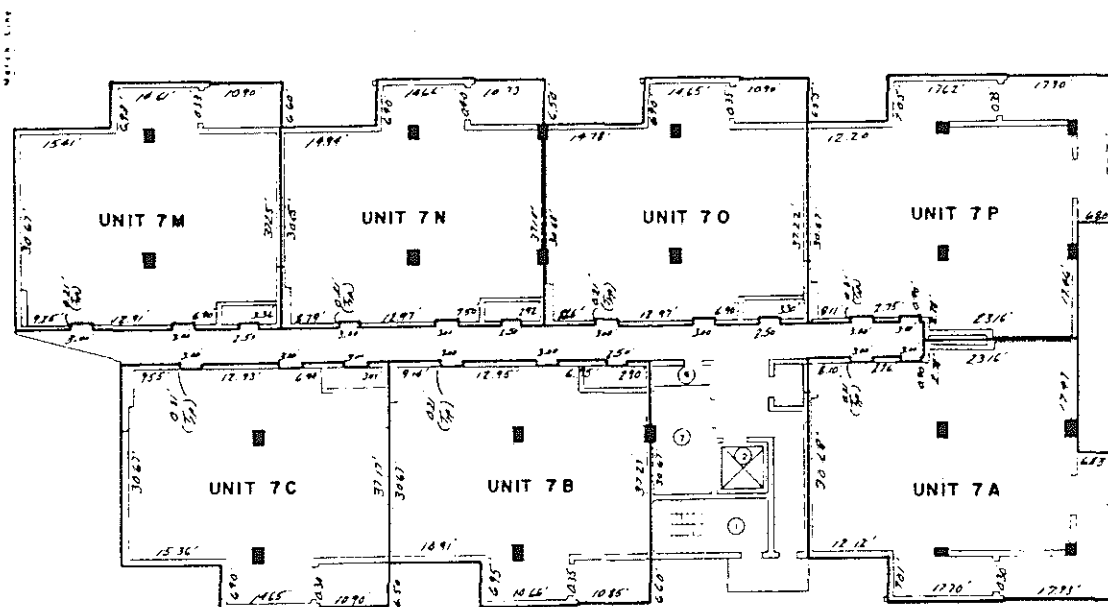
CERTIFICATION

Exhibit "3" herewith with the wording of the Declaration of Condominium is a correct representation of the improvements described and shall serve to determine the property, location, dimensions and use of the Common Elements, Limited Common Elements and of each Unit.
Certified to DOLOMITE PROPERTIES LIMITED
dated at Boca Raton, Florida, this 10th day of NOV, 1973.

John A. Grant, Jr.
JOHN A. GRANT, JR.
REGISTERED ENGINEER NO. 3648
REGISTERED LAND SURVEYOR NO. 1111
STATE OF FLORIDA



7th. FLOOR PLAN



NO. 1000	SECTION	OF	BOOK
POMPAO ATLANTIS CONDOMINIUM - PHASE I FOR DOLOMITE PROPERTIES LIMITED			
1000 SOUTH OCEAN BLVD POMPAO BEACH, FLORIDA FOR DOLOMITE PROPERTIES LIMITED			
JOHN A. GRANT, JR. REGISTERED ENGINEER FLORIDA			
MADE 12/8	DATE 2-27	RECORD	DATE
CHECKED 2/27	DATE 2-27	SCALE	SCALE

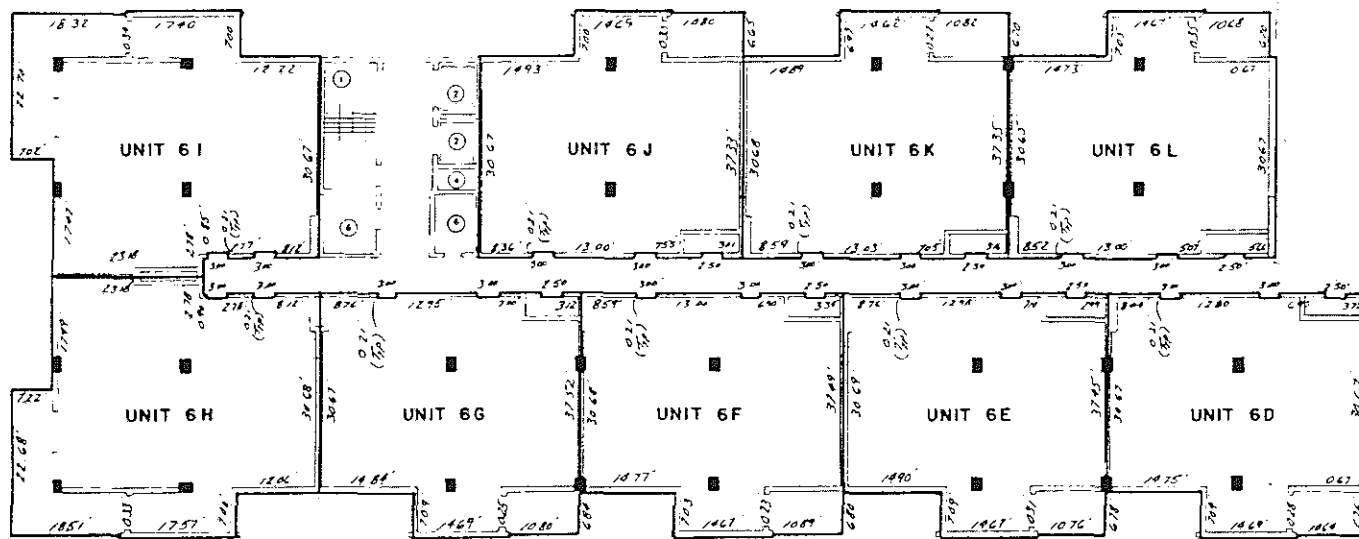


EXHIBIT "3"

PAGE 8

ANNEXED TO

AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOLOMITE PROPERTIES LIMITED

DATED 12th DAY OF Nov 1973

DESCRIPTION OF UNITS, LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS

For description of Units and appurtenances therein, see the Declaration of Condominium of Pompano Atlantic Phase I.

LEGEND

- | | |
|----------------|---------------------|
| 1. Stairs | 5. Transformer Room |
| 2. Elevator | 6. Storage Room |
| 3. Column RM | 7. Laundry Room |
| 4. Trash Chute | 8. Water Room |

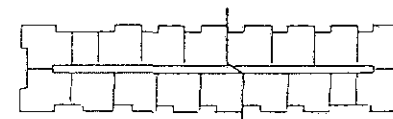
NOTES

Heavy lines denote limits of Units.
Elevations in feet of the upper and lower limits of the Units are based on M. O. S. datum.
Elevation of Units are as follows:
Lower limit of Unit Elevation 82.75'
Upper limit of Unit Elevation 83.25'
These survey and plot data are compiled from plans prepared by Gene C. Monaco, which said plans and specifications bear Commission Order Number 7038, and by actual surveys dated July 30, St. Aug. 1, 2, 3, 8, 17, 31, Sept 28, and Oct 8, 1973.

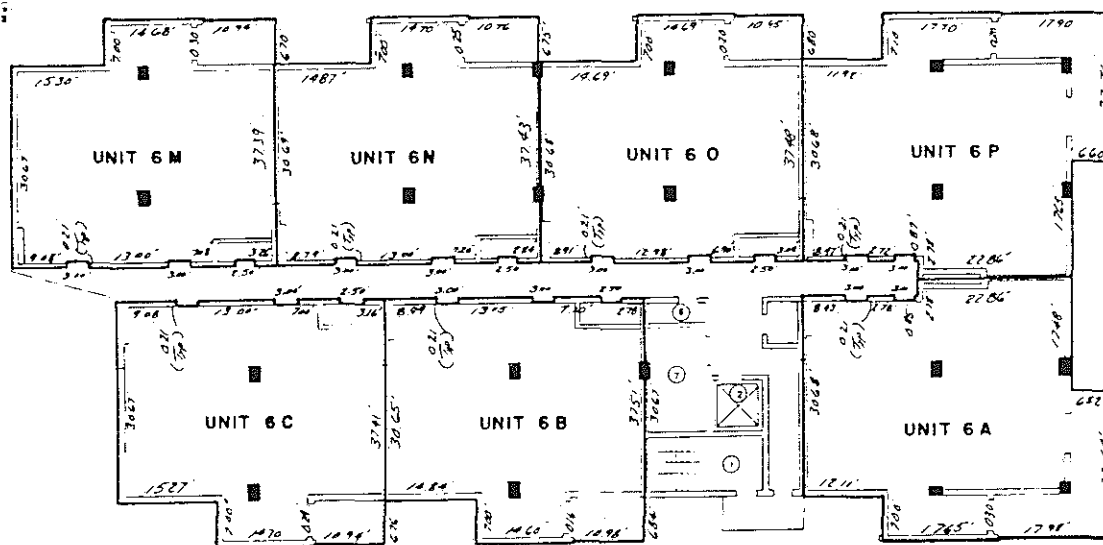
CERTIFICATION

Exhibit "3" hereto, with the wording of the Declaration of Condominium is a correct representation of the improvements described and there can be determined therefrom the location, dimensions and use of the Common Elements, Limited Common Elements and of each Unit.
Certified to DOLOMITE PROPERTIES LIMITED
dated at Boca Raton, Florida, this 12th day of Nov 1973

John A. Grant, Jr.
JOHN A. GRANT, JR.
Registered Engineer No. 3468
Registered Land Surveyor No. 101
State of Florida



6th. FLOOR PLAN



NO. REVISION		BY	DATE
POMPAO ATLANTIS CONDOMINIUM-PHASE I FOR DOLOMITE PROPERTIES LIMITED			
1000 SOUTH OCEAN BLVD POMPAO BEACH, FLORIDA FOR DOLOMITE PROPERTIES LIMITED			
JOHN A. GRANT, JR. CONSULTING ENGINEER			
MADE 5-2	DATE 5-21	TRACED	DATE
CHECKED 5-2	DATE 5-21	SCALE	

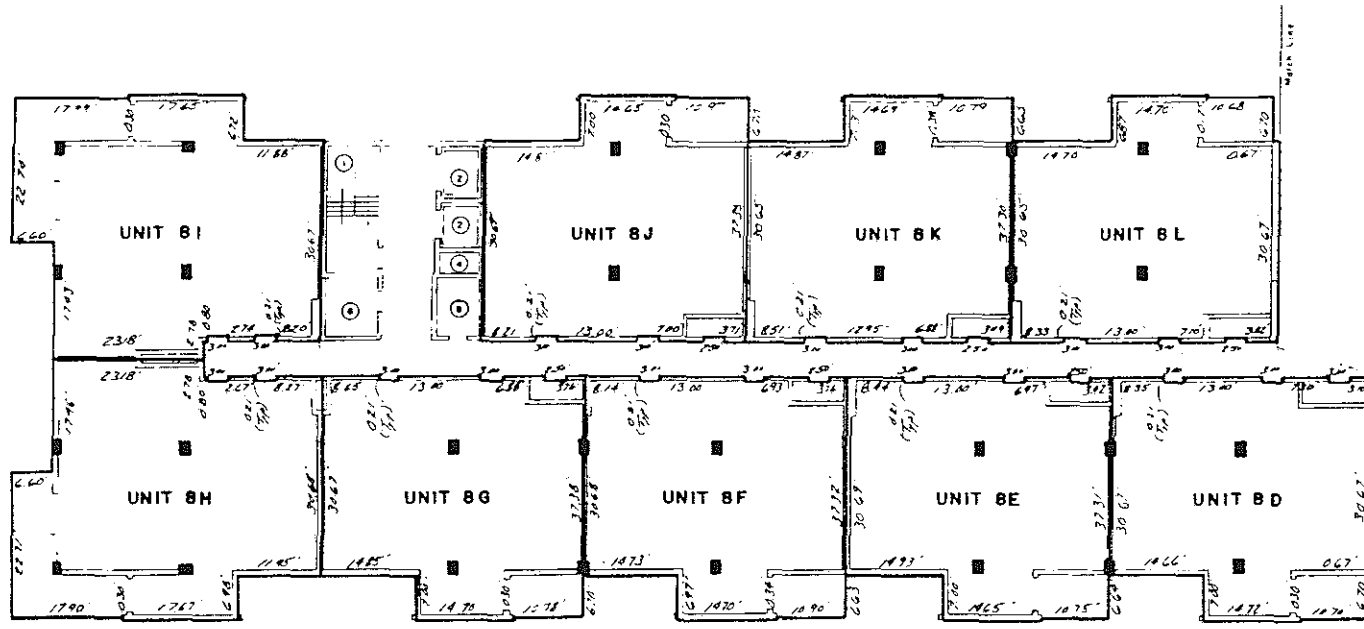


EXHIBIT "3"

PAGE 10
ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOLOMITE PROPERTIES LIMITED
DATED 1973 DAY OF Nov, 1973

DESCRIPTION OF UNITS, LIMITED COMMON
ELEMENTS, & GENERAL COMMON ELEMENTS
For description of Units and appurtenances thereto see the Declaration of Condominium
of Pompano Atlantic Phase I

LEGEND

- | | |
|---------------|------------------|
| 1 Stairs | 5 Telephone Room |
| 2 Elevator | 6 Storage Room |
| 3 Columns | 7 Laundry Room |
| 4 Trash Chute | 8 Water Room |

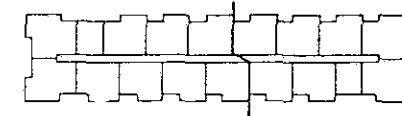
NOTES

Notes show double limits of Units.
Elevations in feet of the upper and lower limits of the Units are based on M.D.S. datum.
Elevation of Units are as follows:
Lower limit of Unit Elevation: 72.00
Upper limit of Unit Elevation: 72.00
These surveys and floor plan are compiled from plans prepared by Ross C. Moore, which said
plans and specifications bear Commission Order Number 1038, and by actual surveys dated
July 30, 31, Aug. 1, 2, 3, 8, 17, 31, Sept. 28, and Oct. 8, 1973.

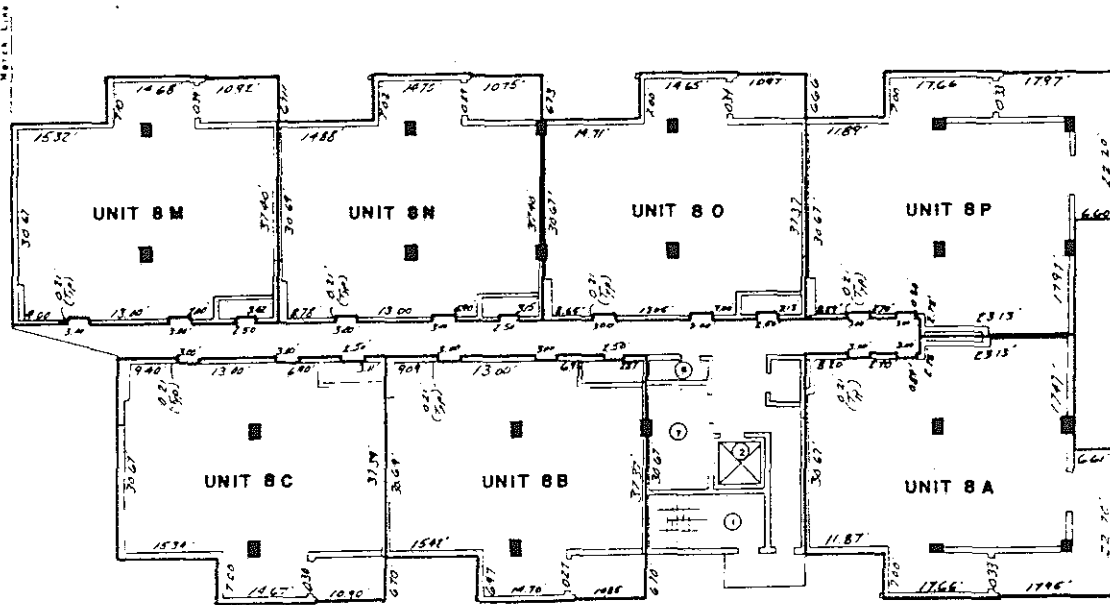
CERTIFICATION

Exhibit "3" together with the wording of the Declaration
of Condominium is a correct representation of the improvements
described and there can be determined herefrom the identity,
location, dimensions and use of the Common Elements
Limited Common Elements and of each Unit.
Certified to DOLOMITE PROPERTIES LIMITED
dated at Boca Raton, Florida, this 17th day of Nov, 1973

John A. Grant, Jr.
JOHN A. GRANT, JR.
Registered Engineer No. 3648
Registered Land Surveyor No. 1416
State of Florida



8th. FLOOR PLAN



NO. 100-100000		BY	B
POMPAO ATLANTIC CONDOMINIUM - PHASE I FOR DOLOMITE PROPERTIES LIMITED			
1000 SOUTH OCEAN BLVD POMPAO BEACH, FLORIDA FOR DOLOMITE PROPERTIES LIMITED			
JOHN A. GRANT, JR. CONSULTING ENGINEER			
BOCA RATON		FLORIDA	
MADE <u>12</u>	DATE <u>7-22</u>	PLACED <u>7-22</u>	DATE <u>7-22</u>
CHECKED <u>12</u>	DATE <u>7-22</u>	SCALE	SCALE
JOB NO. 100-100000		SHEET <u>10</u>	

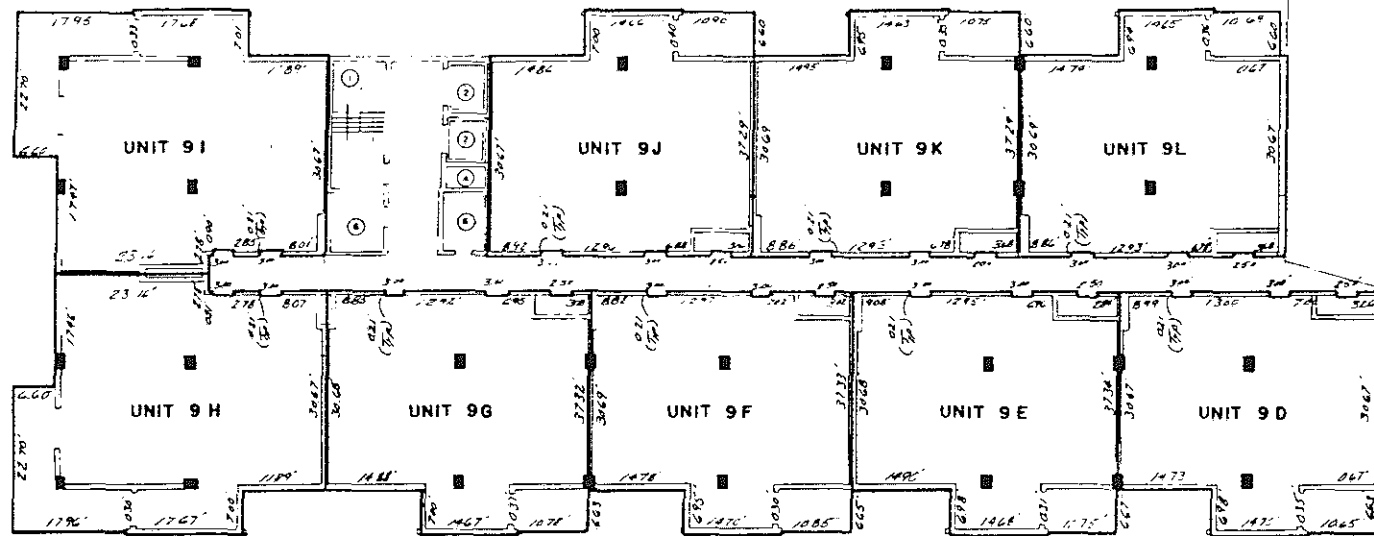


EXHIBIT "3"

PAGE II
ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOLOMITE PROPERTIES LIMITED
DATED 19th DAY OF Nov 1973

DESCRIPTION OF UNITS, LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS

For description of Units and appurtenances therein see the Declaration of Condominium of Pompano Atlantis - Phase I

LEGEND

- | | |
|---------------|--------------------|
| 1 Stairs | 5 Transformer Room |
| 2 Elevator | 6 Storage Room |
| 3 Columns | 7 Laundry Room |
| 4 Trash Chute | 8 Water Room |

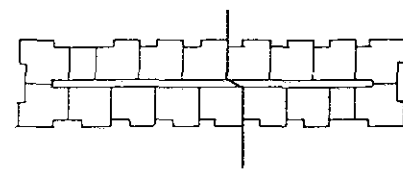
NOTES

Masses show approximate limits of Units.
Elevations in feet of the upper and lower limits of the Units are based on M.S. datum.
Elevation of Units are as follows:
Upper limit of Unit Elevation: 28.50
Lower limit of Unit Elevation: 28.17
These masses and plot plan are compiled from plans prepared by Gene C. Moore, which were filed and specifications bear Commission Order Number 7036, and by actual surveys dated July 30, Aug 1, 2, 3, 8, 17, 30, Sept. 29, and Oct. 8, 1973.

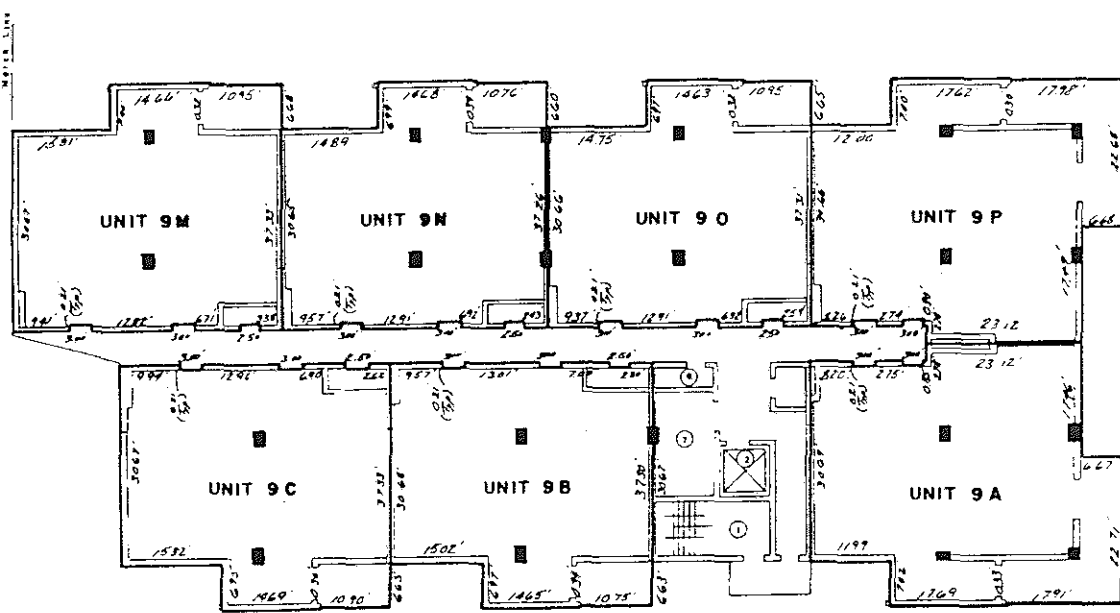
CERTIFICATION

Exhibit "3" together with the holding of the Declaration of Condominium is a correct representation of the improvements described and there can be determined therefrom the identity, location, dimensions and use of the Common Elements, Limited Common Elements and of each Unit.
Certified to DOLOMITE PROPERTIES LIMITED
dated at Boca Raton, Florida, this 19th day of Nov 1973

John A. Grant, Jr.
JOHN A. GRANT, JR.
Registered Engineer No 5682
Registered Land Surveyor No 114
State of Florida



9th. FLOOR PLAN



NO. 100-1000	100-1000
POMPAO ATLANTIS CONDOMINIUM - PHASE I FOR DOLOMITE PROPERTIES LIMITED	
1000 SOUTH OCEAN BLVD POMPAO BEACH, FLORIDA FOR DOLOMITE PROPERTIES LIMITED	
JOHN A. GRANT, JR. REGISTERED ENGINEER REGISTERED LAND SURVEYOR	
DATE 11-22-73	SCALE 1" = 10'-0"
CHIEF 11-22-73	DATE 11-22-73
NO. 100-1000	NO. 100-1000

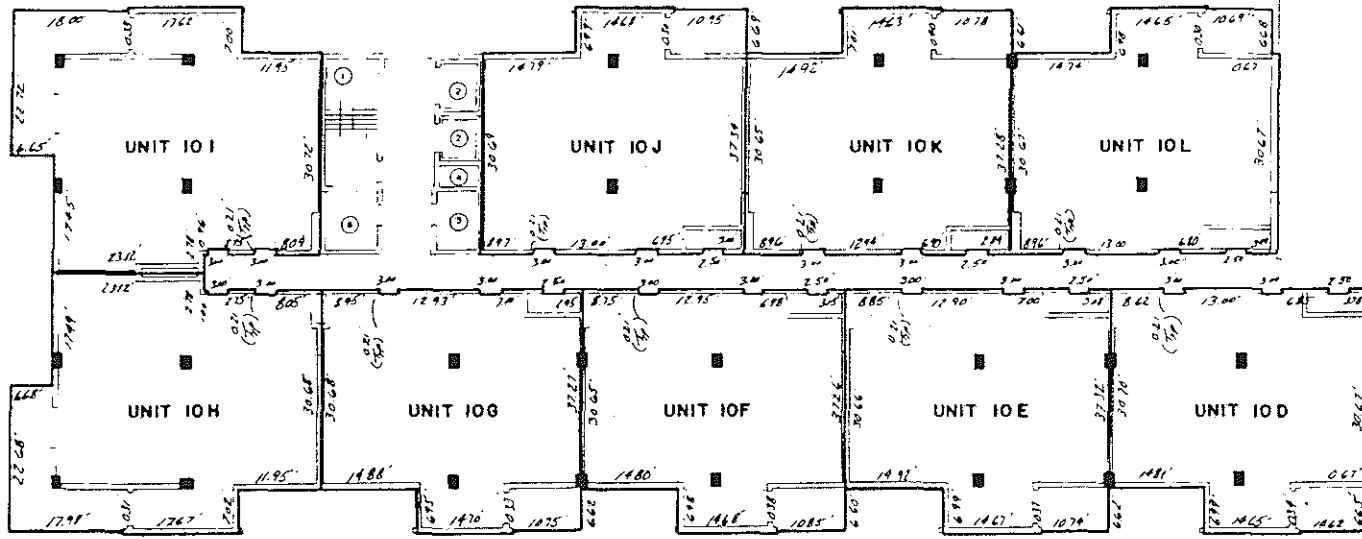


EXHIBIT "3"

PAGE 12
ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOLOMITE PROPERTIES LIMITED

DATED 19th DAY OF Nov. 1973

DESCRIPTION OF UNITS, LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS

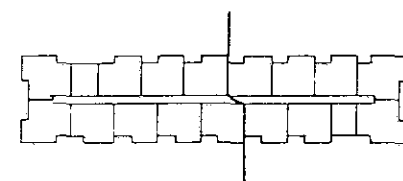
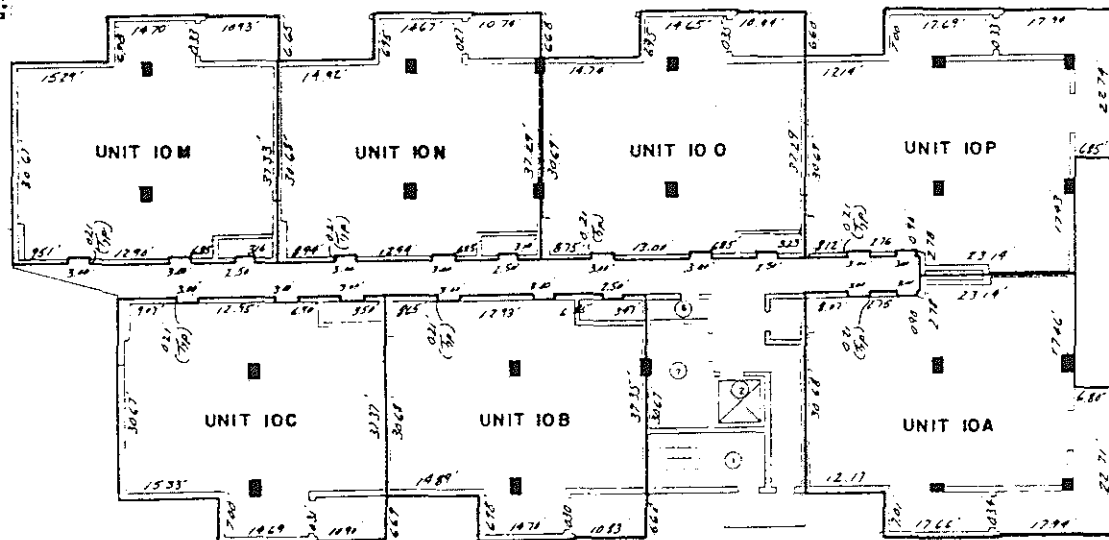
For description of Units and Departmental Rooms see the Declaration of Condominium
of Pompano Atlantis, Phase I

LEGEND

- | | |
|----------------|---------------------|
| 1. Stairs | 5. Transformer Room |
| 2. Elevator | 6. Storage Room |
| 3. Columns | 7. Laundry Room |
| 4. Trash Chute | 8. Water Room |

NOTES

Heavy lines denote limits of Units.
Elevations in feet of the upper and lower limits of the Units are based on M.S. datum.
Elevation of Units are as follows:
Lower limit of Unit Elevation 34.17'
Upper limit of Unit Elevation 34.72'
These surveys and plot plan are compiled from plans prepared by: Bone C. Manago, which are
plans and specifications were Commission Order Number 7036, and by actual surveys dated
July 30, 31, Aug 1, 2, 3, 8, 12, 31, Sept 28, and Oct 8, 1973.



CERTIFICATION

Exhibit "3" together with the working of the Declaration
of Condominium is a correct representation of the improvements
described and there can be determined therefrom the identity,
location, dimensions and use of the Common Elements,
Limited Common Elements and of each Unit.
Certified to DOLOMITE PROPERTIES LIMITED
dated at Boca Raton, Florida, this 19th day of Nov. 1973

John A. Grant, Jr.
JOHN A. GRANT, JR.
Registered Engineer No 3648
Registered Land Surveyor No 1044
State of Florida

10th. FLOOR PLAN

NO. 30	REVISION	BY	DATE
POMPAO ATLANTIS CONDOMINIUM-PHASE I FOR DOLOMITE PROPERTIES LIMITED			
1000 SOUTH OCEAN BLVD POMPAO BEACH, FLORIDA FOR DOLOMITE PROPERTIES LIMITED			
JOHN A. GRANT, JR. CONSULTING ENGINEER			
MADE 30	DRAWN 9-22	TRACED	DATE
CHECKED 30	DATE 9-22	SCALE	DATE

EXHIBIT "3"

PAGE 13
ANNEXED TO

AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOLOMITE PROPERTIES LIMITED

DATED 19th day of Nov. 1973

DESCRIPTION OF UNITS, LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS

For description of Units and general common elements see the Declaration of Condominium
at Pompano Atlantic Condominium Phase I

LEGEND

1. Stair
2. Elevator
3. Trash Chute
4. Trash Room
5. Trash Enclosure
6. Storage Room
7. Laundry Room
8. Entry Room

NOTES

Plots were made from the Units.

Elevation of Units are based on R.O.S. datum.

Elevation of Units are as follows:

Lower level of Unit Elevation

Upper level of Unit Elevation

These plots and elevations are submitted for the Commission Order Number 1038, and by order being dated

Plans and specifications bear Commission Order Number 1038, and by order being dated

CERTIFICATION

Exhibit "3" together with the Declaration of Condominium is a correct representation of the information ascertained and there has been no material change in the information furnished to the Commission since the filing of the Declaration of Condominium. I, the undersigned, certify that the information furnished is true and correct.

Certified to DOLOMITE PROPERTIES LIMITED

at Pompano Beach, Florida, this 19th day of Nov. 1973

JOHN A. GRANT, JR.

Registered Engineer in Surveying

Approved Land Surveyor

Date of Plan

11th. FLOOR PLAN

NO.	SECTION	DATE
1	POMPAO ATLANTIS CONDOMINIUM PHASE I	
2	FOR DOLOMITE PROPERTIES LIMITED	
3	1000 SOUTH OCEAN BLVD	
4	POMPAO BEACH, FLORIDA	
5	FOR DOLOMITE PROPERTIES LIMITED	
6	JOHN A. GRANT, JR.	
7	REGISTERED ENGINEER IN SURVEYING	
8	APPROVED LAND SURVEYOR	
9	DATE OF PLAN	

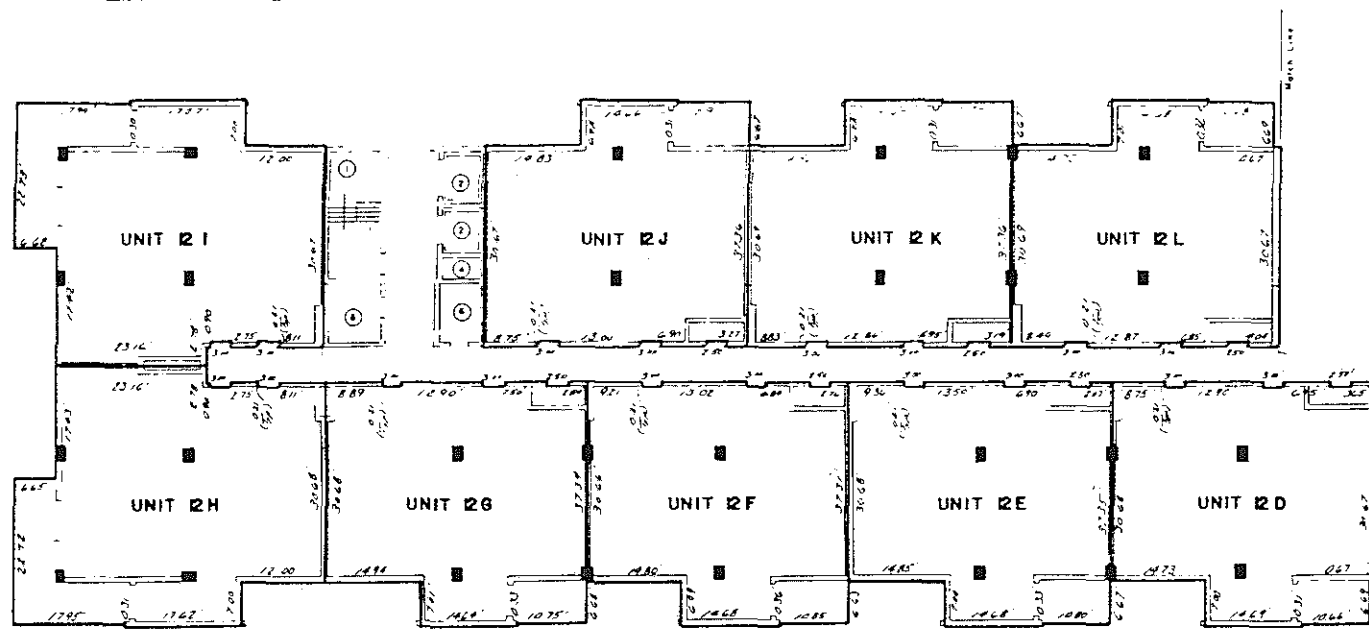


EXHIBIT "3"

PAGE 14
ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOLOMITE PROPERTIES LIMITED
DATED 17th DAY OF NOV, 1973

DESCRIPTION OF UNITS, LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS

For description of Units and appurtenances thereon see the Declaration of Condominium of Pompano Atlantis - Phase 1

LEGEND

- | | |
|---------------|--------------------|
| 1 Stairs | 5 Transformer Room |
| 2 Elevator | 6 Storage Room |
| 3 Common | 7 Laundry Room |
| 4 Trash Chute | 8 Meter Room |

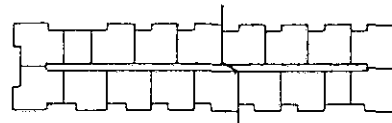
NOTES

Heavy lines denote limits of Units.
Elevations in feet of the upper and lower limits of the Units are based on U.S. datum.
Elevation of Units are as follows:
Lower limit of Unit Elevation: 118.00
Upper limit of Unit Elevation: 118.00
These sections and plot plan are compiled from plans prepared by Gene C. Moore, which said plans and specifications bear Commission Order Number 7035, and by actual surveys dated July 30, 31, Aug 1, 2, 3, 8, 17, 31, Sept 28, and Oct 8, 1973.

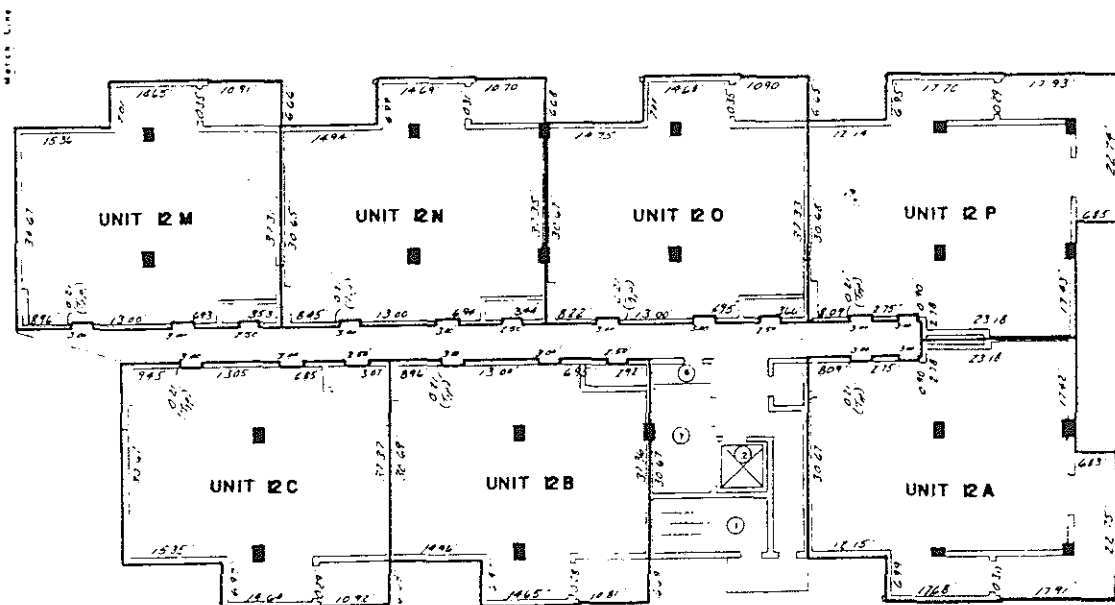
CERTIFICATION

Exhibit "3" together with the wording of the Declaration of Condominium is a correct representation of the condominium described and there can be determined therefrom the identity, location, dimensions and use of the Common Elements, Limited Common Elements and of each Unit.
Certified to DOLOMITE PROPERTIES LIMITED
dated at Boca Raton, Florida, this 17th day of NOV, 1973

John A. Grant, Jr.
JOHN A. GRANT, JR.
Registered Engineer No 3648
Registered Land Surveyor No 114
State of Florida



12th. FLOOR PLAN



NO.	REVISION	BY	DATE
POMPAO ATLANTIS CONDOMINIUM - PHASE 1 FOR DOLOMITE PROPERTIES LIMITED			
1000 SOUTH OCEAN BLVD POMPAO BEACH, FLORIDA FOR DOLOMITE PROPERTIES LIMITED			
JOHN A. GRANT, JR. CONTRACTING ENGINEER			
BOCA RATON	FLORIDA		
MADE	DATE	PLACED	DATE
CHECKED	DATE	SCALE	

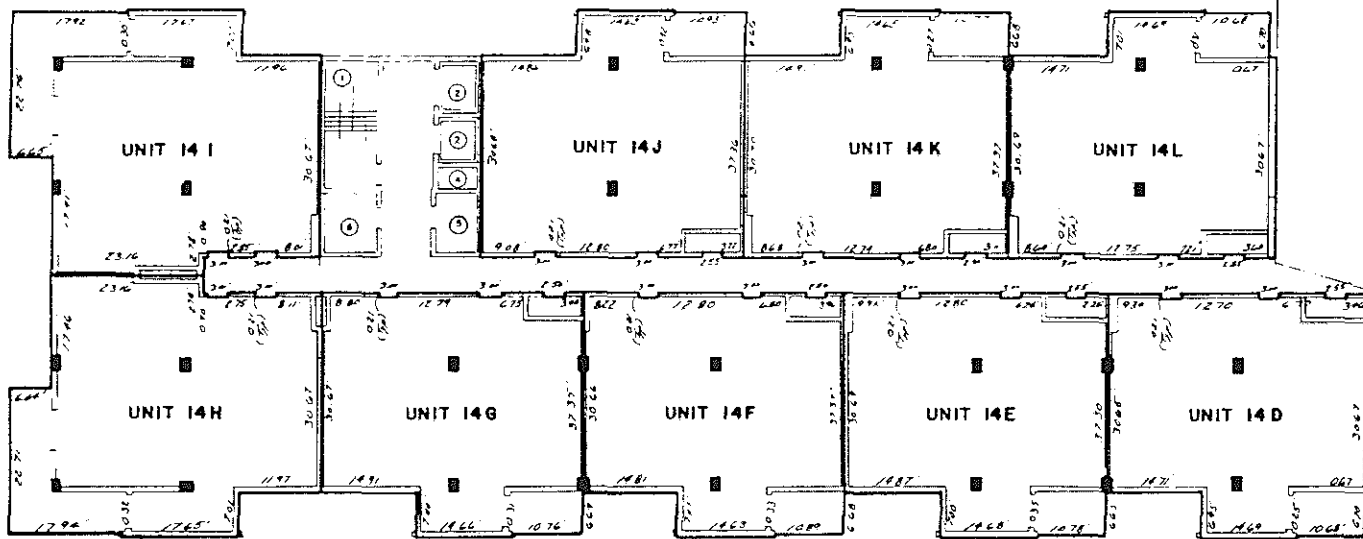


EXHIBIT "3"

PAGE 15

ANNEXED TO

AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOLOMITE PROPERTIES LIMITED

DATED 17th DAY OF Nov, 1975

DESCRIPTION OF UNITS, LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS

For description of Units and appurtenances thereon see the Declaration of Condominium at Pompano Atlantic - Phase 1

LEGEND

- | | |
|---------------|--------------------|
| 1 Stairs | 5 Transformer Room |
| 2 Elevator | 6 Storage Room |
| 3 Column MB | 7 Laundry Room |
| 4 Trash Chute | 8 Motor Room |

NOTES

Heavy lines denote limits of Units.
Elevations in feet of the upper and lower limits of the Units are based on N.O.S. datum.

Elevation of Units are by footings:

Lower limit of Unit Elevation:

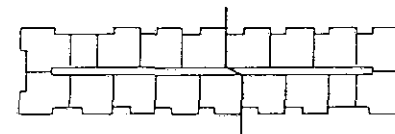
Upper limit of Unit Elevation:

These drawings and plot plan are compiled from plans prepared by Gene C. Monaco, which were filed and specifications bear Commission Order Number 7036, and by aerial surveys dated July 30, 31, Aug. 1, 2, 3, 8, 17, 21, Sept. 28, and Oct. 6, 1973.

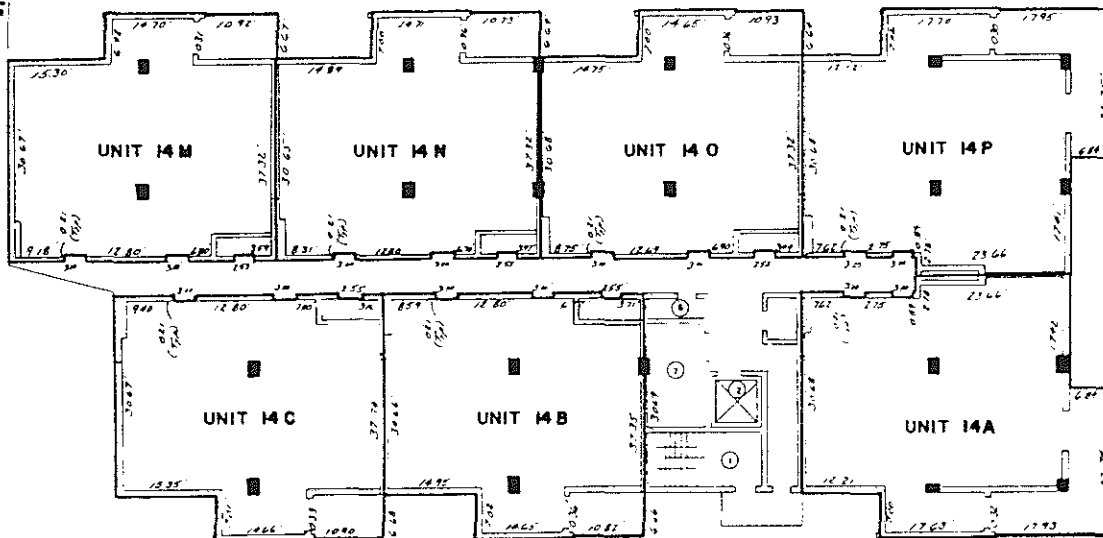
CERTIFICATION

Exhibit "3" together with the wording of the Declaration of Condominium is a correct representation of the improvements described and there can be determined therefrom the identity, location, dimensions and use of the Common Elements, Limited Common Elements and of each Unit.
Certified in DOLOMITE PROPERTIES LIMITED
dated at Boca Raton, Florida, this 17th day of Nov 1975

John A. Grant, Jr.
John A. Grant, Jr.
Registered Engineer No. 3648
Registered Land Surveyor No. 118
State of Florida



14 th. FLOOR PLAN



NO. 150000		BY	DATE
POMPAHO ATLANTIS CONDOMINIUM - PHASE 1 FOR DOLOMITE PROPERTIES LIMITED			
1000 SOUTH OCEAN BLVD POMPAHO BEACH, FLORIDA FOR DOLOMITE PROPERTIES LIMITED			
JOHN A. GRANT, JR. REGISTERED ENGINEER			
SCALE	DATE	PLACED	DATE
1/8" = 1'-0"	9/22		
CHECKED	DATE	SCALE	DATE
JAN. 10, 1976	9/22		
JOB NO. 100,000		SHEET 15 OF 18	

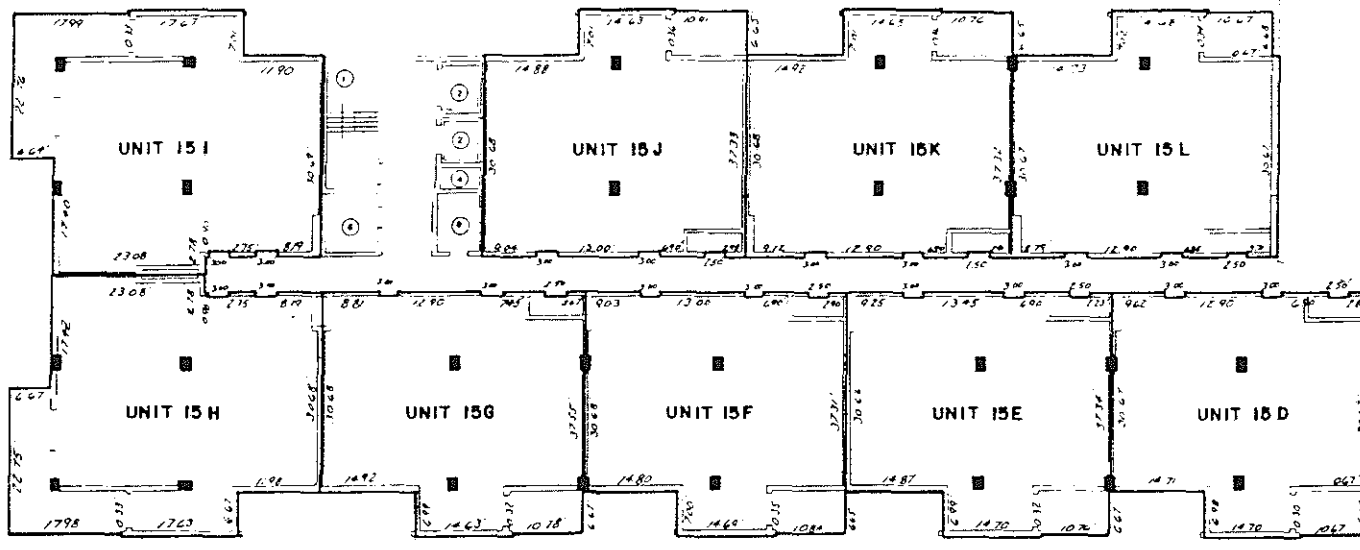


EXHIBIT "3"

PAGE 16

ANNEXED TO

AND EXPRESSLY MADE A PART OF
 "DECLARATION OF CONDOMINIUM"
 BY DOLOMITE PROPERTIES LIMITED

DATED 11th DAY OF Nov, 1973

DESCRIPTION OF UNITS, LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS

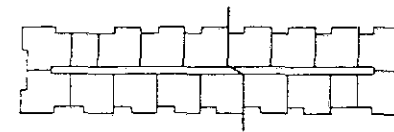
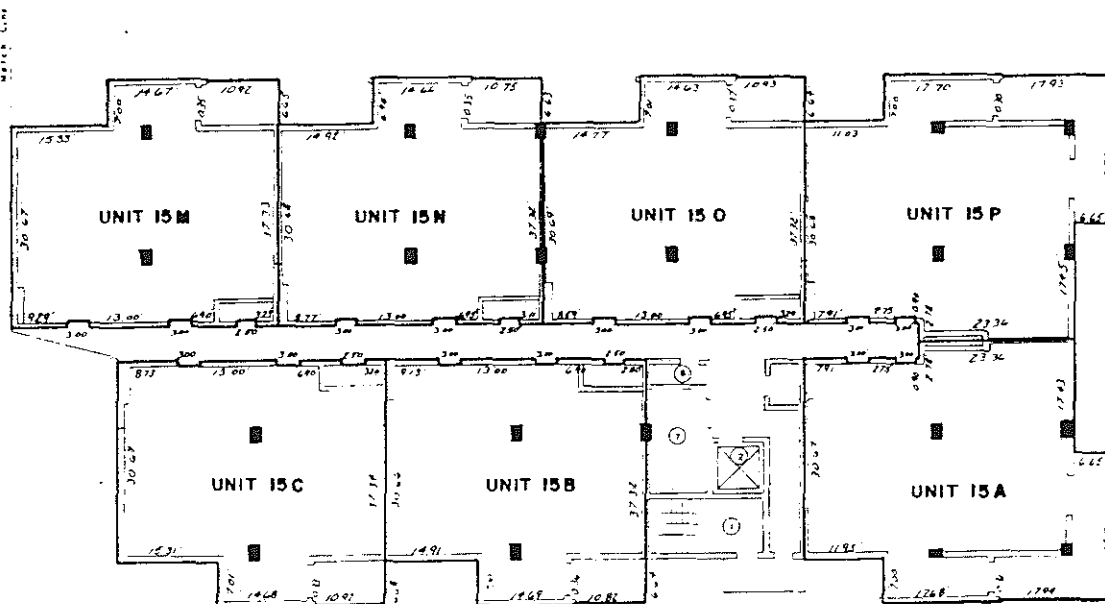
For description of Units and improvements thereon see the Declaration of Condominium of Pompano Atlantic Phase I.

LEGEND

- | | |
|----------------|---------------------|
| 1. Stairs | 5. Transformer Room |
| 2. Elevator | 6. Storage Room |
| 3. Counters | 7. Laundry Room |
| 4. Trash Chute | 8. Motor Room |

NOTES

Heavy lines denote limits of Units.
 Elevations in feet of the upper and lower limits of the Units are based on M.D.S. datum.
 Elevations of Units are as follows:
 Lower limit of Unit Elevation: 18.08
 Upper limit of Unit Elevation: 18.08
 These surveys and plat plan are compiled from plans prepared by S&H C. Moore, dated and
 signed and specifications bear Commission Order Number 7C36, and by actual surveys dated
 July 30, 31, Aug 1, 2, 3, B-17, 31, Sept. 28, and Oct. 8, 1973.



15th. FLOOR PLAN

CERTIFICATION

Exhibit "3" together with the wording of the Declaration of Condominium is a correct representation of the improvements described and there can be no delinquency therefrom the security, location, dimensions and use of the Common Elements, Limited Common Elements and of each Unit.
 Certified to DOLOMITE PROPERTIES LIMITED
 dated at Boca Raton, Florida, this 11th day of Nov, 1973

John A. Grant, Jr.
 JOHN A. GRANT, JR.
 Registered Engineer No. 3666
 Registered Land Surveyor No. 166
 State of Florida

NO. 1177	REV. 11/73	BY	DATE
POMPAHO ATLANTIS CONDOMINIUM-PHASE I FOR DOLOMITE PROPERTIES LIMITED			
1000 SOUTH OCEAN BLVD POMPAHO BEACH, FLORIDA FOR DOLOMITE PROPERTIES LIMITED			
JOHN A. GRANT, JR. CONSULTING ENGINEER			
DATE	11/73	PLACED	DATE
CHECKED	11/73	SCALE	DATE
JOB NO.	1001-1177	SHEET	16 OF 20

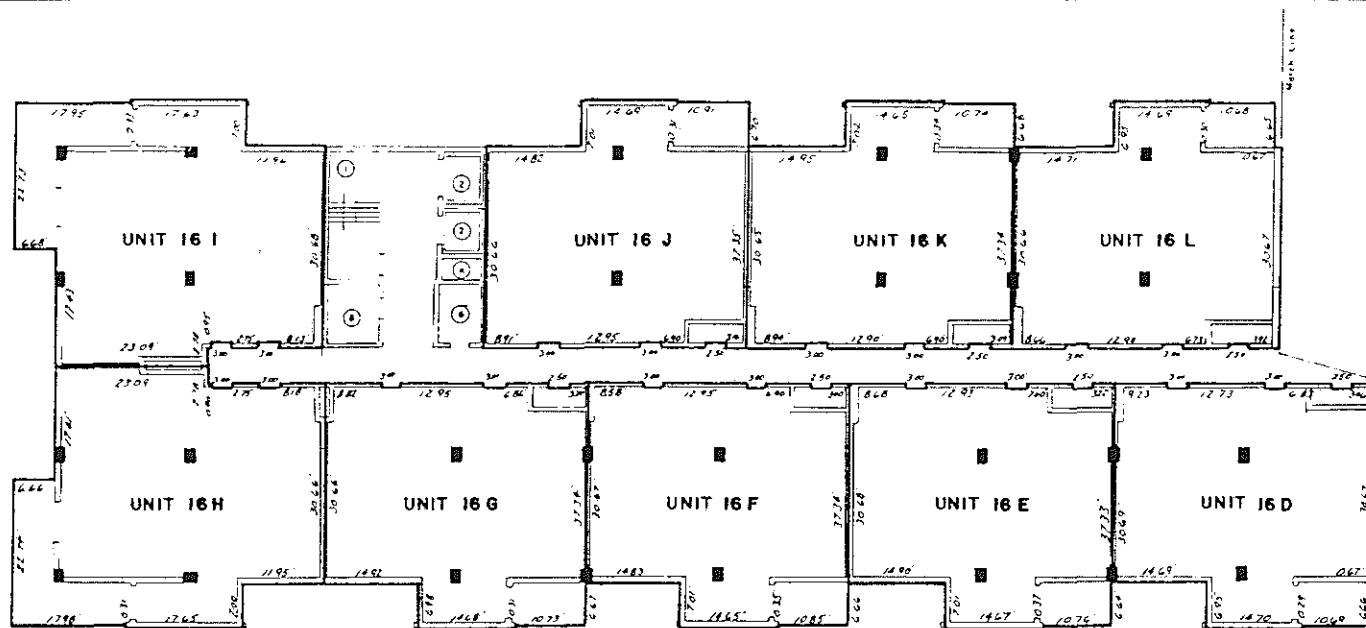


EXHIBIT "3"

PAGE 17
ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOLOMITE PROPERTIES LIMITED
DATED 19th DAY OF NOV 1973

DESCRIPTION OF UNITS, LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS

For description of Units and appointments therein see the Declaration of Condominium of Pompano Atlantis - Phase I

LEGEND

- | | |
|---------------|--------------------|
| 1 Stairs | 5 Transformer Room |
| 2 Elevator | 6 Storage Room |
| 3 Corridor | 7 Laundry Room |
| 4 Trash Chute | 8 Motor Room |

NOTES

Heavy lines denote limits of Units.
Elevations in feet of the upper and lower limits of the Units are based on N.O.S datum.
Elevation of Units are as follows:
Lower limit of Unit Elevation: 100.00
Upper limit of Unit Elevation: 100.00
These surveys and plot plan are compiled from plans prepared by Gene C. Maness, which were
plans and specifications have been Commissioner Order Number 7036, and by actual surveys dated
July 30, 31, Aug 1, 2, 3, 8, 17, 31, Sept 28, and Oct 8, 1973.

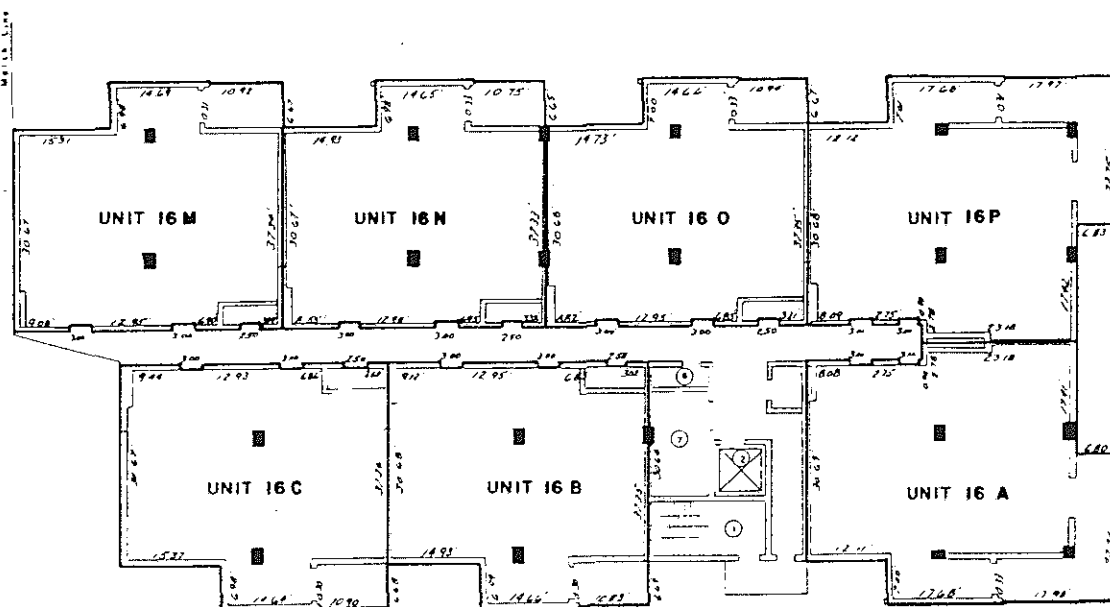
CERTIFICATION

Exhibit "3" together with the wording of the Declaration
of Condominium is a correct representation of the maps and plans
described and there can be determined therefrom the location,
location, dimensions and use of the Common Elements,
Limited Common Elements and of each Unit.
Certified to DOLOMITE PROPERTIES LIMITED
dated at Boca Raton, Florida, this 12th day of Nov 1973

John A. Grant, Jr.
JOHN A. GRANT, JR.
Registered Engineer No 3645
Registered Land Surveyor No 1041
State of Florida



15th. FLOOR PLAN



NO. 1573	BY 104
POMPAO ATLANTIS CONDOMINIUM-PHASE FOR DOLOMITE PROPERTIES LIMITED	
1000 SOUTH OCEAN BLVD POMPAO BEACH, FLORIDA FOR DOLOMITE PROPERTIES LIMITED	
JOHN A. GRANT, JR. CONSULTING ENGINEER	
MADE 12-1-73	DATE 12-1-73
CHANGED 12-1-73	DATE 12-1-73
JOH NO. 1041	SCALE 1/4" = 1'-0"

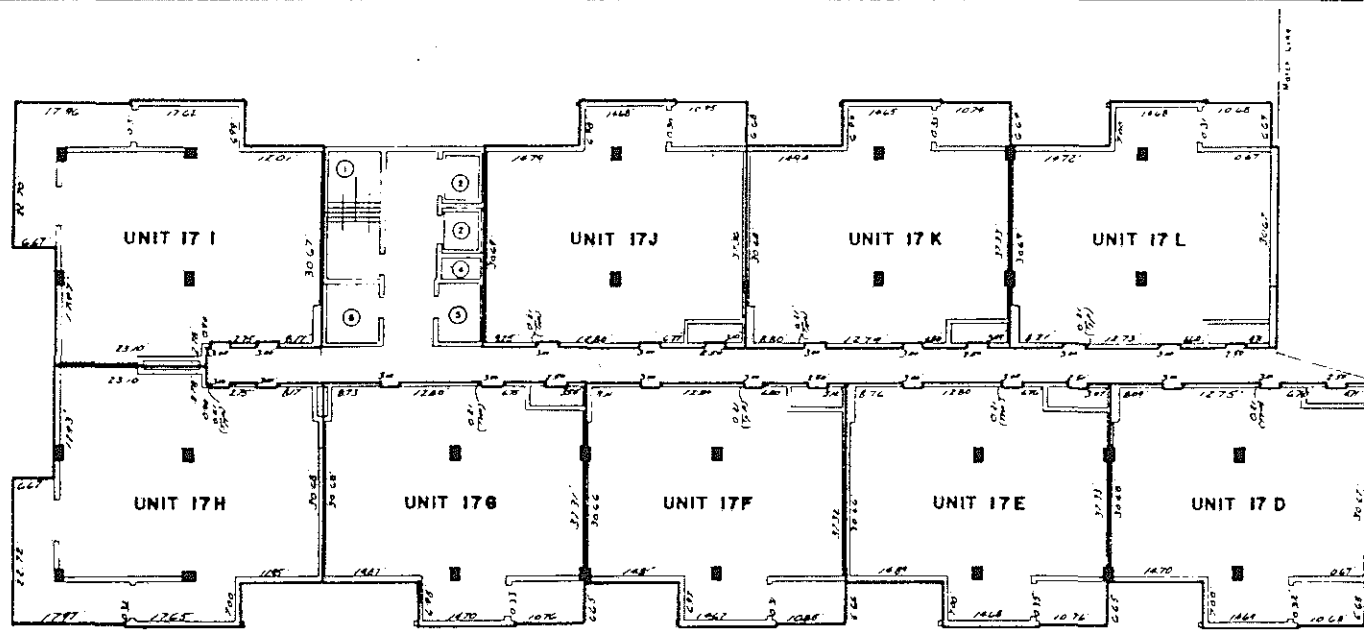


EXHIBIT "3"

PAGE 18

ANNEXED TO

AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOLOMITE PROPERTIES LIMITED

DATED 19th DAY OF NOV 1973

DESCRIPTION OF UNITS, LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS

For description of Units and appurtenant thereto see the Declaration of Condominium of Pompano Atlantic Phase 1

LEGEND

- | | |
|----------------|---------------------|
| 1. Stairs | 5. Transformer Room |
| 2. Elevator | 6. Storage Room |
| 3. Common Hall | 7. Laundry Room |
| 4. Trash Chute | 8. Water Room |

NOTES

Heavy lines denote limits of Units
Elevations in feet of the upper and lower limits of the Units are based on N.O.S. datum
Elevations of Units are as follows:

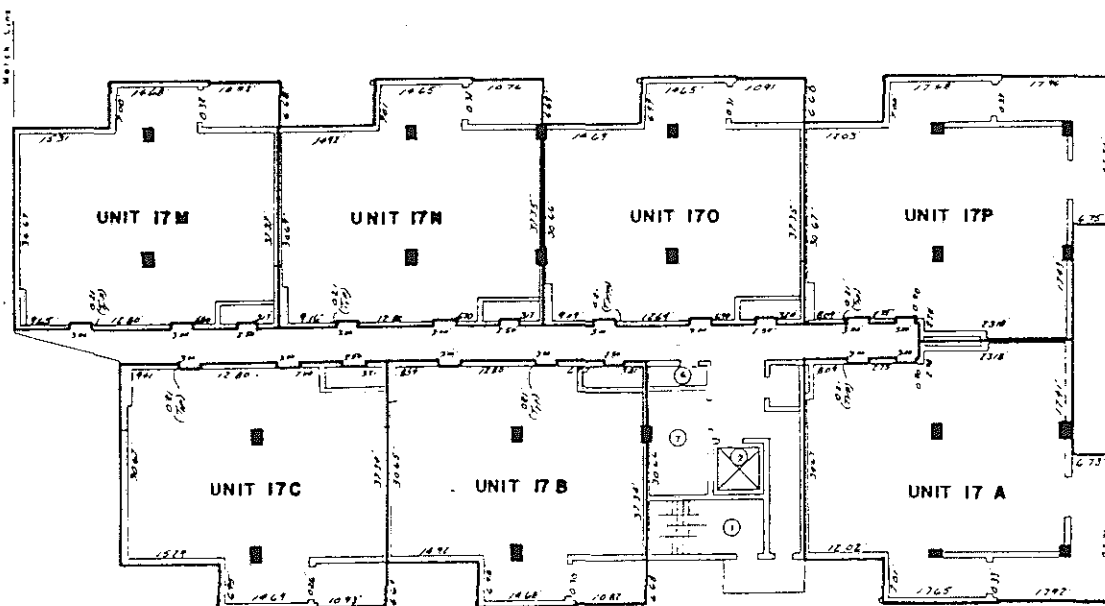
Lower limit of Unit Elevation: 138.88
Upper limit of Unit Elevation: 139.22

These surveys and plat plan are compiled from plans prepared by Gene C. Wansley, which said plans and specifications bear Commission Order Number 7038, and by actual surveys dated July 30, 31, Aug 1, 2, 3, 8, 17, 31, Sept 28, and Oct 8, 1973.

CERTIFICATION

Exhibit "3" together with the wording of the Declaration of Condominium is a correct representation of the improvements described and there can be determined therefrom the identity, location, dimensions and use of the Common Elements, Limited Common Elements and of each Unit.
Certified to DOLOMITE PROPERTIES LIMITED
dated at Boca Raton, Florida, this 19th day of NOV 1973

John A. Grant, Jr.
JOHN A. GRANT, JR.
Registered Engineer No. 3648
Registered Land Surveyor No. 114
State of Florida



17th. FLOOR PLAN

NO. 187503	BY	DATE
POMPAHO ATLANTIS CONDOMINIUM - PHASE 1 FOR DOLOMITE PROPERTIES LIMITED		
1000 SOUTH OCEAN BLVD POMPAHO BEACH, FLORIDA FOR DOLOMITE PROPERTIES LIMITED		
JOHN A. GRANT, JR. REGISTERED ENGINEER REGISTERED LAND SURVEYOR No. 114 STATE OF FLORIDA		
MADE 12/8	DATE 12/22	PLACED 12/22
CHECKED 12/22	DATE 12/22	SCALE 1/8" = 1'-0"

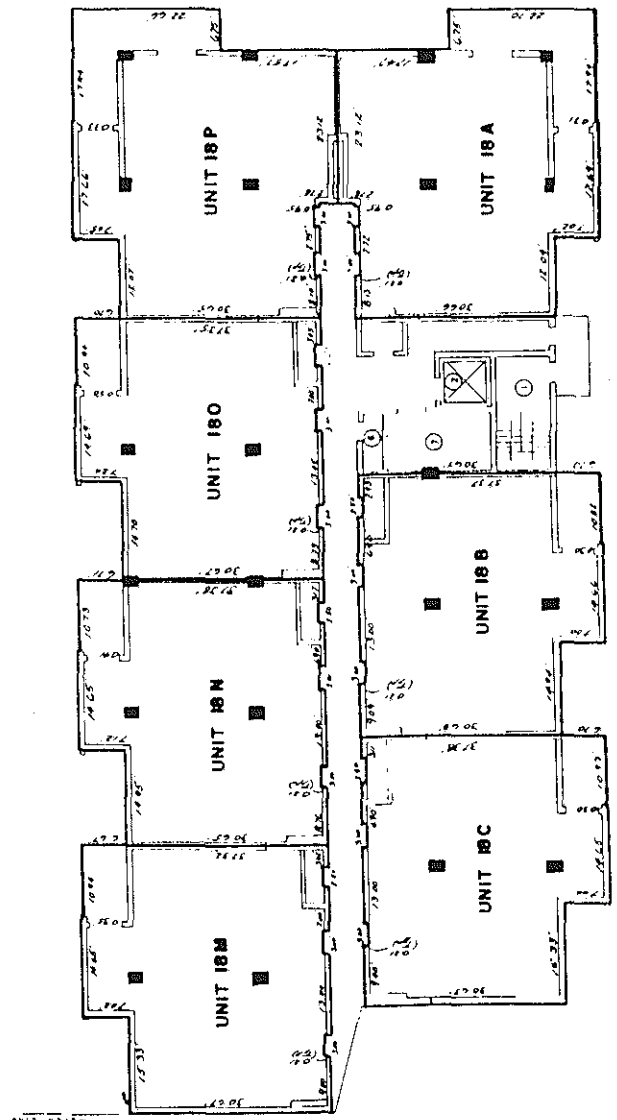
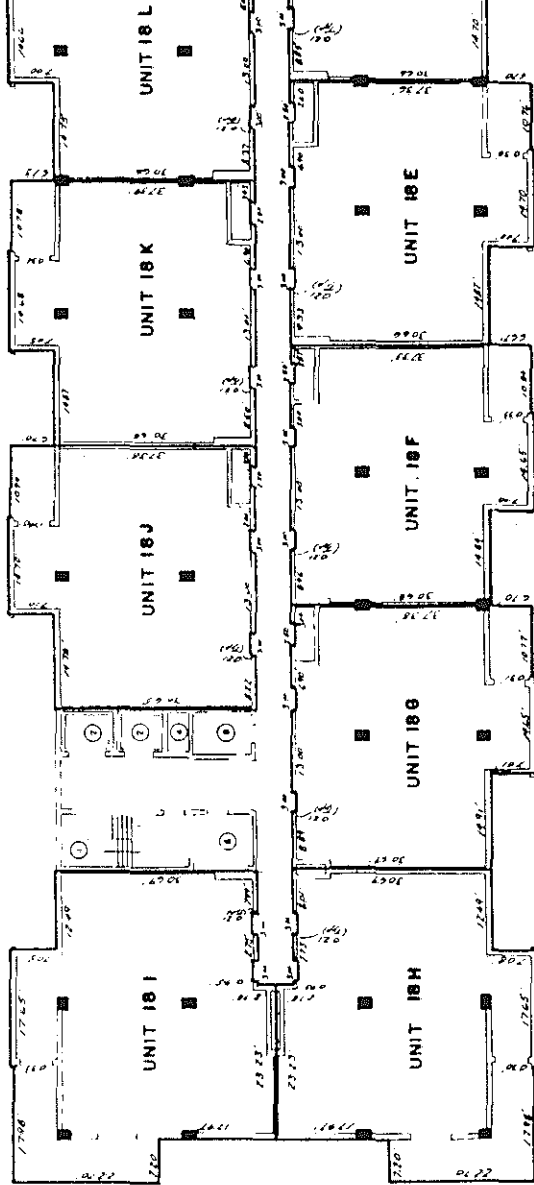


EXHIBIT "3", PAGE 19

