

69-1015

DECLARATION OF CONDOMINIUM

OF

ROYAL COAST CONDOMINIUM
2000 South Ocean Boulevard
Pompano Beach, Broward County, Florida

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J & W INVESTMENT, INC.; JAROPHIN INVESTMENT, INC.; ESSGEE INVESTMENT, INC.; ANGY INVESTMENT, INC.; CLAIRE INVESTMENT, INC., and B.M.R. INVESTMENT, INC., and E. G. INVESTMENT, INC., all being Florida corporations, (all collectively herein referred to as The Developers), make the following Declarations:

1. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, 1967, hereafter called the Condominium Act. Except where permissive variances therefrom appear in this Declaration, the annexed By-laws, or the Articles of Incorporation of ROYAL COAST CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, or in lawful amendments to these instruments, the provisions of Chapter 711, supra, including the definitions therein contained, are adopted herein by express reference as if set forth in haec verba, and said statute, as amended from time to time, and this Declaration, the annexed By-laws, and the Articles of Incorporation, as lawfully amended from time to time, shall govern this condominium and the rights, duties and responsibilities of ownership of condominium parcels therein.

1.1. The name by which this condominium is to be identified is ROYAL COAST CONDOMINIUM and its address is 2000 South Ocean Boulevard, Pompano Beach, Broward County, Florida.

1.2 The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following lands lying in Broward County, Florida, which shall hereinafter be known as "The Land":

A portion of Government Lot 1, Section 7, Township 49 South, Range 43 East, Broward County, Florida, more fully described as follows:

Beginning at the intersection of the East right-of-way line of State Road A-1-A and a line 1480 feet North of (as measured at right angles) and parallel to the South line of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 7; thence Easterly along the said parallel line, a distance of 241 feet; thence Northerly at right angles, a distance of

PLEASE RETURN TO:

RICHARD A. GROSS
605 LINCOLN ROAD
MIAMI BEACH, FLA.

This Instrument Was Prepared By
JERRY A. GROSS, Attorney
605 Lincoln Road, Miami Beach, Florida

Prepared by Jerry A. Gross,
RICHARD A. GROSS, ATTORNEYS AT LAW, 605 LINCOLN ROAD, MIAMI BEACH, FLORIDA 33139

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81.08 feet; thence Easterly at right angles, a distance of 61.67 feet; thence Northerly at right angles, a distance of 5.33 feet; thence Easterly at right angles, a distance of 65.83 feet; thence Northerly at right angles, a distance of 53.83 feet; thence Easterly at right angles, a distance of 101 feet more or less to the High Tide Line of the Atlantic Ocean (the same as located and existing on April 11, 1968); thence Northeasterly meandering the said High Tide Line, a distance of 60 feet more or less; thence Westerly along a line 1680 feet North of (as measured at right angles) and parallel to the said South line of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of Section 7, a distance of 435 feet more or less to the said East right-of-way line of State Road A-1-A; thence Southwesterly along the said East right-of-way line, making an included angle of 102° 41' 30", a distance of 205.01 feet to the Point of Beginning. Subject to the rights of Broward County, Florida, for the artificial nourishment, extension and/or addition to the existing shoreline for shore protection purposes.

Containing 1.49 Acres more or less.

2. Definitions. The terms used in this Declaration and in the Articles of Incorporation and By-Laws of ROYAL COAST CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires.

2.1 Apartment means unit as defined by the Condominium Act.

2.2 Apartment owner means unit owner as defined by the Condominium Act.

2.3 Association means ROYAL COAST CONDOMINIUM ASSOCIATION, INC. and its successors.

2.4 Assessment means a share of the funds required for the payment of the condominium expenses which from time to time is assessed against the individual owner by the Association.

2.5 By-laws mean the By-laws for the government of the condominium as they exist from time to time and as they are attached hereto as Exhibit "D".

2.6 Common element means the portions of the condominium property not included in the apartments, tangible personal property required for the maintenance and operation of the common element even though owned by the

Association; the Long Term Recreational Lease which is attached hereto as Exhibit No. E, an undivided share in the common surplus; other items as stated in this Declaration as well as the items stated in the Condominium Act.

2.7 Common expenses include: (1) expenses of administration and management of the condominium property; (2) expenses of maintenance, operation, repair, or replacement of common elements; (3) expenses under the Long Term Recreational Lease; (4) expenses declared common expenses by the provisions of this Declaration or by the By-laws; and (5) any valid charge against the condominium as a whole; and (6) the portions of apartments to be maintained by the Association.

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

2.9 Condominium is that form of ownership of condominium property under which units of improvement are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

2.10 Recreational Lease means the interest of the Association in and to the recreational facilities provided for under the Long Term Recreational Lease.

2.11 Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank, life insurance company, or a federal or state savings and loan association.

2.12 Utility Services, as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-laws, shall include but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

3. Development Plan. The condominium is described and established as follows:

3.1 Survey. A survey of the land showing the improvement on it is attached hereto as Exhibit No. 1.

3.2 Easements. Easements are reserved through the condominium property as may be required for utility services in order to adequately serve the condominium; provided, however, such easements through an apartment shall be only according to the plans and specifications for the build-

ing containing the partment, or as the building is constructed, unless approved in writing by the apartment owner.

3.3 Improvements - general description:

A. Apartment building: The condominium includes an apartment building consisting of a ground or lobby floor and 14 additional floors, making a total of 15 floors. The building contains 203 owners' apartments.

B. Other improvements: The condominium includes automobile parking area and landscaping, and the interest of the Association in the Long Term Lease of the recreational area, all of which are part of the common elements.

3.4 Apartments - Boundaries. Each apartment shall include that part of the building containing the apartment which lies within the boundary of the apartment, which boundary is as follows:

A. Upper and lower boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries.

1) Upper boundary - the horizontal planes 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 intersecting vertical planes, adjacent to and which includes the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor apartments, such boundaries shall include the terraces serving such apartments.

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

a. When walls between apartments are of varying thickness, or about a column or shaft, the plane of the center line of a bounding wall shall be

extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

b. 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 of 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.

3.5 Type of Ownership. Ownership of each condominium parcel shall be by warranty deed from the Developers, conveying fee simple title to each condominium unit, together with the proportionate undivided share in all other improvements appurtenant to such unit. There shall be included in each parcel the proportionate undivided share in the common elements and the common surplus as afore-described.

3.6 Amendment of plans.

A. Alteration of apartment plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. 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.

B. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of Apartment plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners or lienors or mortgagees of apartments or of the condominium, whether or not elsewhere required for an amendment.

4. Apartments.

4.1 Apartment plans. The apartments of the condominium are described more particularly in Exhibit B attached hereto and made part hereof. The legal description of each apartment shall consist of the identifying letter, name or number of such unit as shown on the survey attached hereto. Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying letter, name or

number, as shown on the survey, and every such description shall be deemed good and sufficient for all purposes.

4.2 Appurtenant to apartment. The owner of each apartment shall own a share in certain interests in the condominium property, which share and interest are appurtenant to his apartment including but not limited to the following items appurtenant to the several apartments as indicated:

A. The percentage of common elements and common surplus in the undivided share in the land and other common elements and of the common surplus which are appurtenant to each apartment as indicated in Exhibit A attached hereto and made a part hereof.

B. Automobile parking space. The limited common elements shall include parking areas for automobiles of the apartment owners. Parking will be available for use pursuant to the regulations of the Association, which regulations shall provide that the owners of each apartment shall be entitled to parking for one automobile in the uncovered parking areas. Parking areas will initially be assigned by the developers and thereafter by the Association.

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

D. Liability for common expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to this apartment.

5. Maintenance, alterations and improvements. Responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvement shall be as follows:

5.1 Apartments.

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

1) All portions of an apartment, except interior surfaces; contributing to the support of the apartment building, which portions shall include, but not be limited to the outside walls of the apartment building and all fixtures on its exterior, boundary walls of apartments, floor and ceiling slabs, load-bearing columns and load bearing walls;

2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment within which contained;

3) All incidental damage caused to an apartment by such work immediately above-described shall be repaired promptly at the expense of the Association.

B. By the apartment owner. The responsibility of the apartment owner shall be as follows:

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

2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

5.2 Common elements.

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

B. Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five (75%) percent of the common elements except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the proportion that their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the costs of such alteration or improvements.

C. Enforcement of maintenance. In the event the owner of a unit fails to maintain it as required above, the Association, Developers, or any other unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a unit owner violates any of the provisions of Paragraph 5.1-B above, the Developers and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

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

6.1 Share of common expense. Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartments owned by him. Provided, however, that if services are made available to apartment owners from a revenue-producing operation, such as, but not limited to, the operation of a restaurant or bar, no assessment on account of such services shall be made against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a first mortgage upon an apartment, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; but this shall not preclude such assessment against an occupant of an apartment owned by such an institution for its proportionate share of common expenses for services voluntarily accepted by the occupant. The shares of any cost or loss not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other.

6.2 Interest - application of payments. Assessments and installments on such assessments paid on or before ten days after date when due shall not bear interest, but all sums not paid on or before ten days after date when due shall bear interest at the rate of ten percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

6.3 Lien for assessments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

6.4 Rental pending foreclosure. In any foreclosure of a lien for assessments by the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

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

7.1 Utilities. 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 developers and the Lessors under the Long Term Recreational Lease which are adjacent to or in the vicinity of the condominium property; provided, however, easements through a unit shall be only according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved, in writing, by the unit owner.

7.2 Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, lanes, and walks, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through, and across such portions of the common elements as may be from time to time paved and intended for such purposes, same being for the use and benefit of only the condominium unit owners.

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

7.4 Perpetual non-exclusive easement in common property. The common property shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of apartment units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

7.5 Air space. An exclusive easement for the use of air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be altered.

7.6 Easements or encroachments by the perimeter walls, ceilings, and floors surrounding each condominium unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

7.7 Easement for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

7.8 Easement for unintentional and non-negligent encroachments. In the event that any apartment unit shall encroach upon any common property for any reason not caused by the purposeful or negligent act of the apartment unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such apartment unit shall exist for the continuance of such encroachment unto the common property for so long as such encroachment shall naturally exist; and, in the event that any portion of the common property shall encroach upon any apartment unit, then an easement shall exist for the continuance of such encroachment of the common property into any apartment unit for so long as such encroachment shall naturally exist.

8. Obligations of members. In addition to the obligations and duties heretofore set out in this Declaration, or hereinafter set out in the exhibits attached hereto, including but not limited to Articles of Incorporation and the By-Laws of the Association, every condominium apartment owner shall:

8.1 Not cause to be constructed or built any additional air conditioning or fan equipment attached to walls, windows, or doors or displayed in such manner as to be seen from the outside of the building.

8.2 Not cover by shutters, screens or otherwise any windows or doors of his unit without first obtaining prior written consent of the Association.

8.3 Proviso. Providing, however, that until the developers have completed and sold all the units of the condominium, or until January 1, 1973, whichever shall occur first, neither the unit owners nor the Association nor their use of the condominium shall interfere with the completion of the contemplated improvements and the sale of the units. The developers may make such use of the unsold units, the common areas, and limited common areas as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office for the showing of the property and display of signs.

9. Association. The operation of the condominium shall be by Royal Coast Condominium Association, Inc., a corporation not for profit under the laws of Florida, (here inbefore and hereafter referred to as Association), which shall fulfill its functions pursuant to the following provisions:

9.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit C.

9.2 The By-Laws of the Association shall be the by-laws of the condominium, a copy of which is attached as Exhibit D.

9.3 Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

9.4 Restraint upon assignment of shares in assets. The share of member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

9.5 Approval or disapproval of matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of Royal Coast Condominium Association, Inc.

9.6 Membership. The record owners of all units in the condominium constructed on the aforesaid real property shall be members of the Association, and no other persons or entities shall be entitled to membership except for the subscribers hereto. Membership shall be established by the acquisition of ownership of fee title to or fee interest in a condominium parcel in the said condominium, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recordation among the Public Records of Broward County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

9.7 Voting. On all matters as to which the membership shall be entitled to vote, there shall be only one vote for each unit.

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

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

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

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

10.2 Coverage.

A. Casualty - All buildings and improvements upon the land including apartments and all personal property of the Association included in the condominium property are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the board of directors of the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage affords protection against:

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

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

B. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross liability endorsements to cover liability of the apartment owners as a group to an apartment owner.

C. Workmens' Compensation as shall be required to meet the requirements of the law.

10.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association.

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

A. Common Elements - Proceeds on account of common elements shall be held in as many undivided shares as there are apartments in each building, the shares of each apartment owner being the same as his share in the common elements, as same are stated in Exhibit "A".

B. Apartments - Proceeds on account of apartments shall be held in the following undivided shares:

1) Partial destruction, when the buildings are to be restored, for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner.

2) Total destruction of the buildings or when the buildings are to be restored to owners of all apartments in the buildings, each owner's share being in proportion to his share in the common elements appurtenant to his apartment.

3) Mortgagee - In the event a mortgagee endorsement has been issued as to an apartment, the

share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interest appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against apartment units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

10.5 Rights of mortgagees. Anything contained in this Declaration to the contrary notwithstanding, it is understood and agreed that First Federal Savings and Loan Association of Broward County shall have the absolute and unqualified right to approve the policy or policies of casualty insurance under the preceding subparagraph 10.2-A hereof, so long as it shall be the owner and holder of one mortgage on any one apartment unit in the condominium. This covenant shall be for the benefit of said First Federal Savings and Loan Association and may be enforced by it.

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

A. Expense of the trust - All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

B. Reconstruction or repair - If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

C. Failure to reconstruct or repair - If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

D. Certificate - In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution.

E. Association as agent - the Association is hereby irrevocably appointed agent for each apartment owner to adjust all claims arising under insurance policies purchased by the Association.

11. Reconstruction or repair after casualty.

11.1 Determination to reconstruct or repair.

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

A. Loss within a single unit. If loss shall occur within a single unit or units, without damage to the common elements, the insurance proceeds shall be distributed to the beneficial unit owner(s), 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 him. Said remittance 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 or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

B. Loss less than "very substantial." Where a loss or damage occurs to more than one unit, 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 owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

2) If the damage or loss is limited to the 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 \$10,000.00, 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.

3) If the damage or loss involves individual units encumbered by institutional first mortgages, as well as common elements, or if the damage is limited to the common elements alone, but is in excess of \$10,000.00, 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, and 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. 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, if said institutional first mortgagee's written 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 Insurance Trustee, and deliver same to the Insurance Trustee.

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

5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the 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 Trustee to the proceeds available for the repair and restoration of the property.

C. "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 (3/4) 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 becomes payable. Should such "very substantial" damage occur, then:

1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

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

a) If the net insurance proceeds available for restoration and repair, together with the funds advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored or repaired, unless two-thirds (2/3) of the total votes of the members of the condominium shall vote to abandon the condominium project in which case the condominium property shall be removed from the provisions of the law, in accordance with the Condominium Act.

b) If the net insurance proceeds available for restoration and repair, together with the funds advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, then if a majority of the total votes of the members of the condominium vote against such special assessment and to abandon the condominium project, then it shall be so abandoned and the property removed from the provisions of the law in accordance with the Condominium Act. In the event a majority of the total votes of the members of the condominium vote in favor of the special assessment, then 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 Paragraphs 11.1-B(3) and (4). 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 repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in Paragraph 11.1-B (3) 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 unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

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

D. 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 costs of repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated.

E. This section may not be amended without approval of the First Federal Savings and Loan Association of Broward County as long as said Association holds any mortgages on any units in Royal Coast Condominium.

12. Sale or lease.

Maintenance of community interests. In order to maintain a community of congenial residents and thus protect the value of the apartments, the transfer of apartments by any owner other than the developer shall be subject to the following provisions so long as the condominium exists and any of the apartment buildings in useful condition exists upon the land, which provisions each owner covenants to observe:

12.1 Transfers subject to approval.

A. Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association.

B. Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association and provided the occupancy is only by the lessee and his family and guests.

C. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

D. Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

E. Other transfers. If any apartment owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

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

A. Notice to Association.

1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchase as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lease as the Association may reasonably require, and an executed copy of the proposed lease.

3) Gift; devise or inheritance; other transfers.

An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

4) Failure to give notice. If the notice

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

B. Certificate of approval.

1) Sale. If the proposed transaction is a sale, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida.

2) Lease. If the proposed transaction is a lease, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the lessee.

3) Gift; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the apartment owner and shall be recorded in the Public Records of Broward County, Florida.

C. Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring

that all persons occupying the apartment be also approved by the Association.

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

A. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty days after receipt of such notice and information the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase by a purchaser approved by the Association, or the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

2) The purchase price shall be paid in cash.

3) The sale shall be closed within thirty days after the delivery or mailing of said agreement to purchaser or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.

4) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

B. Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the Association shall have thirty days to procure a tenant for said apartment owner, or the said Association may lease the subject premises from said apartment owner on the same terms and conditions as the intended disapproved lease with the exception that the fair rental value thereof shall be determined by the American Arbitration Association in the same manner as a sale of an apartment unit.

C. Gifts, devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

2) The purchase price shall be paid in cash.

3) The sale shall be closed within ten days following the determination of the sale price.

4) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

12.4 Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company or a federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

12.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of community interests" shall not apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

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

12.7 Notice of lien or suit.

A. Notice of lien. An apartment owner shall give notice to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien.

B. Notice of suit. An apartment owner shall give notice to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given five days after the apartment owner receives knowledge thereof.

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

13. Long Term Recreational Lease.

13.1 ROYAL COAST CONDOMINIUM ASSOCIATION, INC., the condominium association, has entered into a long term recreational lease with Winmor Investment Inc. and Jovev Investment, Inc., both Florida corporations, hereinafter referred to as Lessors, a copy of said lease is attached hereto and made a part hereof by reference, designated as Exhibit E.

13.2 Each unit owner agrees to be bound by the terms and conditions of said lease. Said Long Term Recreational Lease will permit each unit owner of each condominium to have the right, privilege, access, and use of recreational facilities. The aforescribed Long Term Recreational lease has been entered into for the use and benefit of the unit owners in this condominium.

13.3 Each unit owner in this condominium shall make payment to the condominium association of his assessed prorata share of the rental due under and pursuant to said Long Term Recreational Lease as a part of the common expenses chargeable to his condominium parcel. It shall be mandatory for each unit owner to make his prorata payments, as assessed by the condominium association, as part of the common expense, in order to keep in force and effect the aforescribed Long Term Recreational Lease, regardless of whether or not said unit owner uses the recreational facilities.

13.4 In order to secure the faithful performance of the Associations' obligations to the Lessor under the said Long Term Recreational Lease and in order to secure the unit owner's obligation to pay his common expenses of the subject condominium, each unit owner subjects his full

interest in the subject condominium to the benefits granted the Lessor in Article VII of said Lease.

13.5 It is specifically recognized that certain officers, directors and stockholders of the lessor corporation, under the Long Term Recreational Lease are members of the original Board of Directors and are officers of the Association of ROYAL COAST CONDOMINIUM, and that such circumstances, shall not, and cannot, be construed and considered as a breach of his duties to the Association nor as possible grounds to invalidate such lease, in whole or in part.

13.6 Each unit owner, his heirs, successors, and assigns, shall be bound by said Long Term Recreational Lease to the same extent and effect as if he had executed said lease for the purpose therein expressed, including, but not limited to:

A. Adopting, ratifying, confirming, and consenting to the execution of the lease by the Association as lessee;

B. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefor in said lease;

C. Ratifying, confirming and approving each and every provision of said lease and acknowledging that all of the terms and provisions thereof, including rental reserved, are reasonable; and

D. Agreeing that the persons acting as directors and officers of the Association in that acquisition of such leasehold have not breached any of their duties or obligations to the Association.

14. Developer's Units and Privileges.

14.1 The Developers of ROYAL COAST CONDOMINIUM at the time of the recording of this Declaration of Condominium, are the owners in fee simple of all of the real property and individual condominium units (apartments) together with any appurtenances thereto. The Developers are irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any persons approved by it. Said Developers shall have the right to transact on the condominium property any business necessary to consummate sale of units, including but not limited to the right to maintain models, have signs, employees in the office, use the common elements and to show apartments. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developers shall not be considered common elements and shall remain the property of the Developers.

14.2 In the event there are unsold apartments, the Developers retain the right to be the owners thereof and to sell, lease or rent said apartment units without the necessity of obtaining the approval of ROYAL COAST CONDOMINIUM ASSOCIATION, INC. of the proposed purchaser or lessee.

14.3 Until such time as the developers have sold all of the apartments in ROYAL COAST CONDOMINIUM, it shall be assessed on unsold apartments only for that part of the common expenses for maintenance and operations which are in excess of the sums collected by assessments against the owners of other apartments.

14.4 Proviso: Provided, however, that until the developers have completed and sold all the units of the condominium, or until January 1, 1973, whichever shall occur first, this article shall not be subject to any amendment.

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

15.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

15.2 Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

15.3 No waiver of rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

16. Amendment of Declaration.

16.1 This Declaration of Condominium may be amended by affirmative vote, of three-fourths(3/4) of the condominium parcel owners of this condominium present at a meeting duly called for such purpose. Except as regards the developers rights herein which cannot be amended in any without the written authorization of the developers

except as otherwise provided in any particular section of this Declaration of Condominium.

16.2 A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Broward County, Florida.

Provided however,

A. That no amendment shall be made or be valid which shall in any manner impair the security of any institutional lender having a mortgage or other lien against any condominium parcel, or shall in any manner impair the security of the lessor's interest under the Recreational Lease. Any such amendment shall be conclusively presumed to impair the security of the lessor's interest under the Long Term Recreational Lease unless the approval of the said lessor is expressly noted thereon in writing.

B. That no amendment shall be made increasing or decreasing a unit owner's percentage of ownership in the common elements as hereinabove stated, nor decreasing or increasing a unit owner's liability, or proportionate liability, for common expenses, unless the unit owner or unit owners so affected and all record owners of liens thereon shall join in the execution of the amendment.

C. No provisions of Paragraph 16 of this Declaration may be changed without the written consent and approval of ninety (90%) percent of all institutional mortgagees of records of this Condominium.

17. This condominium may be voluntarily terminated in the manner provided for in the Condominium Act at any time. However, the written consent of the lessor under the 99-Year Recreational Lease, and the written consent of the First Federal Savings & Loan Association of Broward County, as long as they are the mortgagees of any of the units in this condominium, shall also be required. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the members of the Association, pursuant to notice, and is approved in writing within sixty (60) days of the said meeting by three-fourths (3/4) of the total vote of the members of the Association, and all institutional mortgagees, and the lessor under the 99-Year Recreational Lease, then the Association and the approving owners shall have an option to purchase all of the parcels of the other non-consenting owners within a period expiring one hundred twenty (120) days 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:

17.1 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 mail 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 each seller and his purchaser.

17.2 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 arbitration in the courts with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser.

17.3 Payment. The purchase price shall be paid in cash. There shall be no assessment of the individual condominium owners for the purpose of raising any such cash, except with the approval at a duly constituted meeting of at least ninety (90%) percent of the condominium owners to be so assessed.

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

17.5 The section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

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

19. Invalidation and Operation.

19.1 The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and regulations of the Association shall

not affect the validity of the remaining portions which shall remain in full force and effect.

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

20. Meetings of this Condominium. Meetings called for the purpose of amending the Declaration or for such other purpose as provided for herein and requiring the vote of the unit owners of this Condominium, as distinguished from the vote of the entire Association, shall be called, noticed, and conducted in the same manner as prescribed by the By-Laws of the Association, excepting that a quorum for such meetings would be constituted by fifty-one (51%) percent of the total members of this Condominium being present, either in person or by written proxy, as distinguished from fifty-one (51%) percent of the total members of the entire Association.

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

IN WITNESS WHEREOF, J & W INVESTMENT, INC., JAROPHIN INVESTMENT, INC.; ESSGEE INVESTMENT, INC., ANGY INVESTMENT, INC.; CLAIRE INVESTMENT, INC.; B.M.R. INVESTMENT, INC.; and E.G. INVESTMENT, INC., all being Florida corporations, have caused these presents to be signed in their names by their appropriate officers, and their corporate seals affixed, and attested by their Secretaries this 11 day of August, 1969.

J & W INVESTMENT, INC.

Attest:

Sylvia Mehlner
Secretary

J. Robertson
President

ATTEST:

Sylvia Mehler
Secretary

JAROPHIN INVESTMENT, INC.

By [Signature]
President

(CORPORATE SEAL)

ATTEST:

Sylvia Mehler
Secretary

ESSGEE INVESTMENT, INC.

By J. Silberstein
Vice President

(CORPORATE SEAL)

ATTEST:

Sylvia Mehler
Secretary

ANGY INVESTMENT, INC.

By J. Silberstein
Vice President

(CORPORATE SEAL)

ATTEST:

Sylvia Mehler
Secretary

CLAIRE INVESTMENT, INC.

By [Signature]
Vice President

(CORPORATE SEAL)

ATTEST:

[Signature]
Secretary

B.M.R. INVESTMENT, INC.

By [Signature]
President

(CORPORATE SEAL)

ATTEST:

[Signature]
Secretary

E. G. INVESTMENT, INC.

By [Signature]
Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)

: SS:

COUNTY OF BROWARD)

I HEREBY CERTIFY, That on this 8 day of August 1969, before me personally appeared JACK SILBERSTEIN and SYLVIA MEHLER, President and Secretary respectively of J & W INVESTMENT, INC., a corporation under the laws of the State of Florida, to

me known to be the persons described in and who executed the foregoing Declaration of Condominium, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at the County and State aforesaid, on the day and year last aforesaid.

My Commission Expires:

[Signature]
NOTARY PUBLIC, State of Florida

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 7, 1971
BONDED THROUGH FRED W. DIEBELT-HUBBY

~~PROVINCE OF QUEBEC~~
~~STATE OF FLORIDA~~)
CITY OF MONTREAL : SS:
~~COUNTY OF BROWARD~~)

I HEREBY CERTIFY, that on this 9th day of August, 1969, before me personally appeared MORRIS ROBINSON and SYLVIA MEHLER, President and Secretary respectively of JAROPHIN INVESTMENT, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Declaration of Condominium, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at the County and State aforesaid, on the day and year last aforesaid.

My Commission Expires:
IS PERMANENT

[Signature]
NOTARY PUBLIC, State of Florida
FOR THE PROVINCE OF QUEBEC

STATE OF FLORIDA)
: SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY, That on this 8 day of August, 1969, before me personally appeared JACK SILBERSTEIN and SYLVIA MEHLER, Vice President and Secretary respectively of ESSGEE INVESTMENT, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Declaration of Condominium, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at the County and State aforesaid, the day and year last aforesaid.

My Commission Expires:

[Signature]
NOTARY PUBLIC, State of Florida

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 7, 1971
BONDED THROUGH FRED W. DIEBELT-HUBBY

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STATE OF FLORIDA)
: SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY, That on this 8 day of August, 1969, before me personally appeared JACK SILBERSTEIN and SYLVIA MEHLER, Vice President and Secretary respectively of ANGY INVESTMENT, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Declaration of Condominium, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at the County and State aforesaid, the day and year last aforesaid.

My Commission Expires:

[Signature]
NOTARY PUBLIC, State of Florida

~~NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 7, 1972
BONDED THROUGH ERIC W. DIEBELMORSE~~

~~PROVINCE OF QUEBEC
STATE OF FLORIDA)
CITY OF MONTREAL : SS:
COUNTY OF BROWARD)~~

I HEREBY CERTIFY, That on this 9th day of AUGUST, 1969, before me personally appeared MORRIS ROBINSON and SYLVIA MEHLER, Vice President and Secretary respectively of CLAIRE INVESTMENT, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Declaration of Condominium, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at the County and State aforesaid, the day and year last aforesaid.

My Commission Expires:

~~IS PERMANENT~~

[Signature]
NOTARY PUBLIC, State of Florida

FOR THE PROVINCE OF QUEBEC

STATE OF FLORIDA)
: SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY That on this 11 day of August, 1969, before me personally appeared G. GOLDBLOOM and E. EDELSTEIN, President and Secretary respectively of B.M.R. INVESTMENT, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Declaration of Condominium, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the

EXHIBIT "A"
 TO DECLARATION OF CONDOMINIUM
OF ROYAL COAST CONDOMINIUM

PERCENTAGES OF COMMON ELEMENTS OF EACH
 APARTMENT IN ROYAL COAST CONDOMINIUM

FIRST FLOOR	A	.2418%	
	B	.4442%	
	C	.4430%	
	D	.4863%	
	E	.6588%	
	F	.4836%	
	G	.3273%	
		3.0850%	3.0850%

SECOND THRU SIXTEENTH FLOOR
 (LESS THIRTEENTH) 14 FLOORS

A	.5363%		
B	.4836%		
C	.4828%		
D	.5726%		
E	.6588%		
F	.4836%		
G	.4832%		
H	.4347%		
J	.4836%		
K	.4832%		
L	.4903%		
M	.4887%		
N	.4836%		
P	.3575%		
	6.9225%	x 14 =	
		96.9150%	
	TOTAL:	=	100.0000%