

ECR/Baxter

STATE OF FLORIDA  
BEFORE THE PUBLIC SERVICE COMMISSION

Place in docket file.

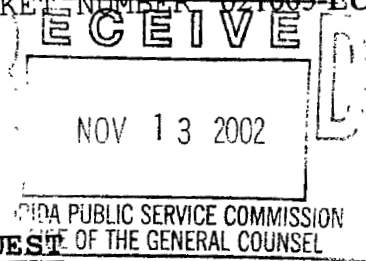
ORIGINAL

IN RE:

Luxury Resort International, Inc  
d/b/a/ The Atlantic

Petitioner

DOCKET NUMBER 021005-EU



REPLY TO STAFF DATA REQUEST

COMES NOW the Petitioner Luxury Resort International, Inc. d/b/a The Atlantic, by and through the undersigned and files the following reply to Staff's Data Request:

1. Prospectus of The Atlantic is enclosed as requested.
2. Cost of electricity will be apportioned to unit owners monthly through the Atlantic Condominium Association Shared Expenses budget. Each owner's pro rata share is based on percentages derived from square footage of the particular unit owned and set forth in detail in the Prospectus. See Exhibit "B" and all accompanying pages.
3. This is the first Condo/Hotel property built by the Developer, however, Developer's broker responsible for sale of the units (Premier Sales Group), has had prior experience selling 188 Condo/Hotel units at the Ritz Carlton of Key Biscayne.
4. Currently 85 deposits have been received on contracts for the sale of the units at the Atlantic. Closing will be completed only after The Atlantic has received its Certificate of Occupancy. Formal rental agreements will be executed at closing, or within 30-60 days from the

AUS \_\_\_\_\_  
 CAF \_\_\_\_\_  
 CMP \_\_\_\_\_  
 COM \_\_\_\_\_  
 CTR \_\_\_\_\_  
 ECR \_\_\_\_\_  
 GCL \_\_\_\_\_  
 OPC \_\_\_\_\_  
 MMS \_\_\_\_\_  
 SEC   1    
 OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE

12578 NOV 15 02

FPSC-COMMISSION OF FRK

closing date. It is currently anticipated by the sales broker that 100% of the units under contract will commit to the rental pool. This estimate is based on discussions with the contract holders, and their understanding that the facility will be operated as a luxury hotel.

5. The ABA district zoning of The Atlantic was approved for construction of a hotel, restaurant, and retail use. Petitioner believes it must operate a hotel and restaurant facility on the premises or be in violation of the zoning requirements. However, there is nothing specific in the approval by the planning and zoning board that would preclude some of the units being used as year-round residences by their owners, as long as the facility in general is operating as a hotel.



MARC D. MAZO  
14252 Puffin Court  
Clearwater, Florida 33762  
Telephone (727) 573-5787  
Facsimile (727) 573-5675

Authorized Representative  
The Atlantic

ORIGINAL

THE  ATLANTIC

---

DOCUMENT NUMBER-DATE

12578 NOV 15 8

FPSC-COMMISSION CLERK

PROSPECTUS  
FOR  
THE ATLANTIC HOTEL CONDOMINIUM

THIS PROSPECTUS CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.



**THIS CONDOMINIUM WILL BE CREATED AND UNITS WILL BE SOLD IN FEE SIMPLE INTERESTS.**

**RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE CONDOMINIUM ASSOCIATION.**

For further information, see Section 8.2 of the Declaration of Condominium attached hereto as Exhibit "A".

**THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.**

For further information, see the subsection hereof entitled "Leasing of Developer - Owned Units", and Sections 16.8 and 17 of the Declaration of Condominium attached hereto as Exhibit A.

**THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.**

For further information, see Section 718.301, Florida Statutes, and Section 4.15 of the By-Laws of the Condominium Association, a copy of which By-Laws is set forth as Exhibit "4" to the Declaration of Condominium attached hereto as Exhibit A.

**THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.**

For further information, see Sections 16.8 and 17 of the Declaration of Condominium attached hereto as Exhibit A in Part 1 hereof.

**THE HOTEL UNIT OWNER HAS A LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE MAINTENANCE, OPERATION, UPKEEP AND REPAIR THE SHARED COMPONENTS, ALL AS DEFINED IN THE DECLARATION OF CONDOMINIUM. THE FAILURE TO MAKE THESE PAYMENTS, WHETHER BY THE CONDOMINIUM ASSOCIATION OR THE UNIT OWNER MAY RESULT IN FORECLOSURE OF THE LIEN ON THE INDIVIDUAL UNITS AS WELL AS ANY PROPERTY OF THE CONDOMINIUM ASSOCIATION.**

INDEX

**SUMMARY OF CERTAIN ASPECTS OF THE OFFERING**  
(Part 1)

	<u>Page</u>	
Description of Condominium	1	1
Condominium Structure	1	1
Recreational and Certain other Commonly Used Facilities Intended to be Constructed within the Condominium Property	2	2
Recreational Facilities Which are, or Are Intended to be, Constructed within the Hotel Unit as part of the Shared Components	2	2
Expansion of Recreational Facilities	2	2
Leasing of Developer-Owned Units	3	3
Management of the Condominium	3	3
Transfer of Control of the Associations	3	3
Restrictions on Use of Units and Common Elements and Alienability	4	4
Utilities and Certain Services	6	6
Apportionment of Common Expenses and Ownership of the Common Elements	6	6
Closing Expenses; The Agreement for Sale; Escrow Deposits	7	7
Sales Commissions	8	8
Identity of Developer	8	8
Contracts to be Assigned by Developer	8	8
Natural Disturbances	8	8
Estimated Operating Budgets	8	8
Easements Located or to be Located on the Condominium Property	9	9
Radon	9	9
Evidence of Ownership	9	9
General	9	9
Definitions	9	9
Effective Date	9	9
<u>Schedule A</u> (Number of Bathrooms and Bedrooms in each Unit)	-	-

EXHIBITS TO THE PROSPECTUS

		Page of Exhibit
A.	<u>Declaration of Condominium</u>	
1.	Introduction and Submission	1
2.	Definitions	1
3.	Description of Condominium	5
4.	Restraint Upon Separation and Partition of Common Elements	9
5.	Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights	9
6.	Amendments	9
7.	Maintenance and Repairs	10
8.	Additions, Alterations or Improvements by Unit Owners	11
9.	Operation of the Condominium by the Association; Powers and Duties	12
10.	Determination of Common Expenses and Fixing of Assessments Therefor	14
11.	Collection of Assessments	15
12.	Obligation for Expenses Relating to Commercial Unit	17
13.	Insurance	20
14.	Reconstruction or Repair After Fire or Other Casualty	23
15.	Condemnation	23
16.	Occupancy and Use Restrictions	24
17.	Selling, Leasing and Mortgaging of Units	26
18.	Compliance and Default	27
19.	Termination of Condominium	28
20.	Additional Rights of Mortgagees and Others	28
21.	Covenant Running With the Realty	28
22.	Disclaimer of Warranties	29
23.	Additional Provisions	29
	 Exhibit 1 - <u>Legal Description</u>	 -
	 Exhibit 2 - <u>Survey-Plot Plan</u>	 -
	 Exhibit 3 - <u>By-Laws of Condominium Association</u>	
	1. Identity	1
	2. Definitions	1
	3. Members	1
	4. Directors	4
	5. Authority of the Board	9
	6. Officers	11
	7. Fiduciary Duty	12
	8. Compensation	12
	9. Resignations	12
	10. Fiscal Management	12
	11. Roster of Unit Owners	15
	12. Parliamentary Rules	15
	13. Amendments	16
	14. Rules and Regulations	16
	15. Official Records	16
	16. Certificate of Compliance	18
	17. Construction	18
	18. Captions	18

Exhibit 4 - Articles of Incorporation  
of Condominium Association

1.	Name	1
2.	Office	1
3.	Purpose	1
4.	Definitions	1
5.	Powers	1
6.	Members	2
7.	Term of Existence	3
8.	Incorporator	3
9.	Officers	3
10.	Directors	3
11.	Indemnification	4
12.	By-Laws	6
13.	Amendments	6
14.	Initial Registered Office; Address and Name of Registered Agent	7
B-1.	<u>Estimated Operating Budget - Condominium</u>	--
B-2.	<u>Estimated Operating Budget - Shared Components</u>	--
C.	<u>Form of Purchase Agreement</u>	--
D.	<u>Escrow Agreement</u>	--
E.	<u>Evidence of Ownership</u>	--

**FREQUENTLY ASKED QUESTIONS AND ANSWERS  
THE ATLANTIC HOTEL CONDOMINIUM ASSOCIATION, INC.**

As of January 1, 2002

1. **What are my voting rights in the condominium association?** The owner(s) of each Residential Unit shall each be entitled to one (1) vote on each issue which comes before the condominium association requiring unit owner approval. The Hotel Unit and each of the Retail/Commercial Units shall each be entitled to five (5) votes, on all such matters. If a unit is owned by more than one person or by an entity (i.e., a corporation, partnership or trust), the unit owner shall file with the association a voting certificate designating the person entitled to vote for the unit. The designation made by voting certificate may be changed at any time by the owner(s) of the unit. On certain matters (such as waiving or reducing reserves; waiving financial statements; or amending the declaration, articles or bylaws) a limited proxy may be given by the unit owner to another person to cast a vote for the unit owner in his or her absence. Unit owners should be aware that most day to day decisions of the association are made by the Hotel Unit Owner or the board of directors (and do not require a vote of unit owners). **The Developer has the right to retain control of the condominium association after a majority of the units have been sold.** The Directors of the Association designated by the Developer will be replaced by Directors elected by Unit Owners other than the Developer in accordance with the applicable provisions of the Florida Condominium Act, Section 718.301, Florida Statutes, and the By-Laws

2. **What restrictions exist in the condominium documents on my right to use my unit?** In order to establish harmony in the community, the condominium documents establish certain restrictions on the permitted uses of units. The following is a brief summary of certain of the restrictions applicable to all units (except for units retained by the developer of the condominium): Use - Each Residential Unit, subject to all applicable local laws and ordinances, shall be used as a residence only, whether for permanent, temporary or transient use. The Hotel Unit and Retail/Commercial Units may be used for any lawful purpose, and may be used by the Owner(s) thereof and its/their guests, tenants and invitees. Please see section 16.1 of the Declaration of Condominium for specific details; Pets - Domesticated dogs and/or cats may be maintained in a Residential Unit provided such pets are: (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in lanai areas, (iii) generally, not a nuisance to residents of other Units and (iv) not a pit bull or other breed considered to be dangerous by the Board of Directors. Any such pets may not be brought onto the Shared Components, except only as permitted by the Hotel Unit Owner; Hotel Related Service - The Hotel Unit Owner shall have the exclusive right (but not the obligation) to provide hotel and/or transient rental services, including, but not limited to, solicitation and/or provision of housekeeping, personal services (i.e., massage, personal training, dry cleaning, etc.) and/or food and beverage service, to the Condominium and the Unit Owners; Parking - Parking shall be by valet only and subject to the procedures, rules and regulations adopted from time to time by the Hotel Unit Owner Alterations - Generally, a unit owner is not permitted to make any alterations to his unit or the common elements without first submitting plans for same and receiving approval. Approval decisions may be made on purely aesthetic grounds, and may be conditioned in any manner; Nuisances - Except as may be provided in the Declaration of Condominium, a unit owner or occupant shall not commit or permit any nuisance, nor any hazardous or illegal act, in his unit or on the common elements, or permit or suffer anything to be done or to be kept in his unit which will increase the insurance rates on his unit or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise, Floor Coverings - Hard and/or heavy surface floor coverings, such as tile, wood and the like will be permitted only as installed by the Developer.

3. **What restrictions exist in the condominium documents on the leasing of my unit?** Leasing of Units shall not be subject to the approval of the Association and/or any other limitations, other than as expressly provided in the Declaration. Each tenant or occupant shall comply with the covenants, terms, conditions and restrictions of the Declaration and with any and all rules and regulations adopted by the Hotel Unit Owner and/or Association from time to time, including, without limitation, any and all regulations and/or procedures adopted by the Hotel Unit Owner regarding mandatory check-in for Owners and residents, coordination of charging privileges and other matters reasonably necessary to allow Owners and hotel guests to be well integrated into a unified operation. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association and/or the Hotel Unit Owner to repair any damage to the Common Elements, the Hotel Unit and/or the Shared Components resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special charges may be levied against the Unit therefor. There shall be no minimum lease term for the rental of Units, nor shall there be a maximum number of times that a Unit may be leased.

4. **How much are my assessments to the condominium association for my unit type and when are they due?** Each unit is assessed a portion of the overall estimated operating budget of the association based upon the relative size of the particular unit in proportion to the size of the other units in the condominium. The specific percentage attributable to the units is set forth in Exhibit "3-1" to the Declaration of Condominium. Based upon the current estimated operating budget for the first year of operations of the condominium association, each unit pays monthly installments of the annual assessment in the amounts set forth in the Initial Estimated Operating Budget, which is contained in the Prospectus as part of Exhibit "B". The level of assessments is not guaranteed by the Developer and there is no guarantee that the expenses of the association will be as set forth in the estimated operating budget. In reality, the costs may be more or less than are reflected in the budget. Additionally, if the association needs funds in excess of those reflected in the budget, it may adopt a special assessment. Please also note that in addition to the assessments to the Association, each Owner shall be obligated for payment of sums to the Hotel Unit Owner for use and enjoyment of the Shared Components. See the Budget for a description of those charges. Estimated assessments on Residential Units (including the assessments payable to the Hotel Unit Owner for use of the Shared Components) range from \$334.69/month to \$2,678.33/month (without reserves). For the exact assessment amounts for your Unit, please see the Initial Estimated Operating Budget.

5. **Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?** You are not obligated to join any other association other than the condominium association.

6. **Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?** The unit owners are not obligated to pay rent or land use fees for recreational and other commonly used facilities other than the payments to the Hotel Unit Owner for the Shared Costs. The expenses related to the operation, repair and replacement of those facilities are set forth on the Shared Components estimated operating budget and are paid for by unit owners through assessments.

7. **Is the condominium association or any other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000.00? If so, identify each such case?** The association is not presently a party to any litigation.

The foregoing is provided in accordance with Section 718.503, Florida Statutes, as a guide to some of the matters that are of interest to purchasers when buying a condominium unit. This is not, however, intended to present a complete summary of all of the provisions of the various condominium documents.

**NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES AGREEMENT AND THE CONDOMINIUM DOCUMENTS FOR COMPLETE DETAILS.**

## SUMMARY OF CERTAIN ASPECTS OF THE OFFERING

### Description of Condominium

The name of the condominium is **THE ATLANTIC HOTEL CONDOMINIUM** (the "Condominium"). The Condominium is located or to be located at 601 North Fort Lauderdale Beach Blvd., Fort Lauderdale, Florida 33304. **Luxury Resorts International, Inc.**, a Florida corporation (the "Developer"), is the owner of the unsold Units in the Condominium which are being offered for sale pursuant to this Prospectus. The Condominium will contain one (1) Building, which contains, in the aggregate, one hundred twenty nine (129) Units, consisting of one hundred twenty four (124) Residential Units, one (1) Hotel Unit and four (4) Retail/Commercial Units. The number of bedrooms and bathrooms in each Residential Unit in the Condominium is set forth on Schedule "A" attached hereto. Exhibit "2" to the Declaration of Condominium (attached hereto as Exhibit "A") consists of a survey of the Realty, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit "2", together with the Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions.

The Condominium will consist only of the Units described herein, the Common Elements described in the Declaration of Condominium attached hereto as Exhibit "A" and the recreational facilities described in the section hereof entitled "Recreational and Certain Other Commonly Used Facilities Intended to be Constructed Within the Condominium Property". All other recreational and other commonly used facilities will be part of the Shared Components (as defined in the Declaration), all as more particularly described in this Prospectus.

The estimated latest date of completion of the construction, finishing and equipping of the Condominium (but not necessarily any of the improvements included in the Shared Components) is January 1, 2004, except as provided in the Purchase Agreement set forth as Exhibit "C" hereto to the contrary.

**THE CONDOMINIUM WILL BE CREATED AND UNITS WILL BE SOLD IN FEE SIMPLE INTERESTS.**

### Condominium Structure

Together, the improvements constituting the Common Elements, Residential Units, Retail/Commercial Units and Hotel Unit have been, or shall be, built and operated as an integrated project. Given the integration of the structure of those improvements, and notwithstanding anything to the contrary depicted on the survey/plot plan attached to the Declaration, the following components of the improvements (the "Shared Components") shall be deemed part of the Hotel Unit, whether or not graphically depicted as such on said survey/plot plan: any and all structural components of the Improvements, including, without limitation, all exterior block walls and all finishes (paint, stucco etc) and balconies, terraces and/or facades attached or affixed thereto; the roof; all roof trusses, roof support elements and roofing insulation; all utility, mechanical, electrical, telephonic, telecommunications, plumbing and other systems, including, without limitation, all wires, conduits, pipes, ducts, transformers, cables and other apparatus used in the delivery of the utility, mechanical, telephonic, telecommunications, electrical, plumbing and/or other services; all heating, ventilating and air conditioning systems, including, without limitation, compressors, air handlers, ducts, chillers, water towers and other apparatus used in the delivery of HVAC services; all elevator shafts, elevator cabs, elevator cables and/or systems and/or equipment used in the operation of the elevators transversing the Condominium Property; and all trash rooms, trash chutes and any and all trash collection and/or disposal systems. In addition, the Shared Components include the following areas and/or facilities (together with a license for reasonable pedestrian access thereto, as determined by the Hotel Unit Owner): the pools and pool deck; the spa and fitness center, if any, which may be located from time to time within the improvements constructed upon the Hotel Unit; the porte cochere drop-off; the garage, garage ramp(s) and all parking control equipment; all covered breezeways, sidewalks and promenades; restroom facilities; and maid service rooms on guestroom floors. Notwithstanding anything herein, or in any of the exhibits hereto, contained to the contrary, the Shared Components shall be deemed part of the Hotel Unit. The Hotel Unit Owner shall have the right (but not the obligation), by Supplemental Declaration executed by the Hotel Unit Owner alone, to designate additional portions of the Hotel Unit as Shared Components hereunder. Notwithstanding the designation of the Shared Components, the Hotel Unit Owner shall have the right, from time to time, to expand, alter, relocate and or eliminate the portions of the Hotel Unit deemed Shared Components, without requiring the consent or approval of the Association or any Owner, provided that any portions withdrawn are not, in the reasonable opinion of the Hotel Unit Owner essential to the structural integrity of the Residential Units and/or the Retail/Commercial Units, the provision of utilities and utility services to the Residential Units and/or the Retail/Commercial Units, the provision of valet parking service to the Residential Unit Owners and/or the Retail/Commercial Units and/or the provision of pedestrian access to and from the Residential Units and/or the Retail/Commercial Units and the adjoining public street. In furtherance of the foregoing, the Hotel Unit Owner also reserves the absolute right at any time, and from time to time, to construct additional facilities upon the Hotel Unit and to determine whether

same shall be deemed Shared Components. It is expressly contemplated that persons other than Unit Owners shall be granted use rights in and to certain of the facilities of the Hotel Unit (such determination to be made in the sole and absolute discretion of the Hotel Unit Owner).

Recreational and Certain Other Commonly Used Facilities Intended to be Constructed Within the Condominium Property

There are not intended to be any recreational facilities constructed upon the Common Elements.

Recreational and Certain Other Commonly Used Facilities Intended to be Constructed Within The Hotel Unit to be Deemed Shared Components

The following facilities are intended to be constructed within the Hotel Unit and are to be included within the Shared Components. Except as provided in the Declaration to the contrary, these facilities may be used by Owners of Units in the Condominium, their guests, tenants and invitees, by the Owner of the Hotel Unit, its guests, tenants and invitees and by any other persons permitted by the Hotel Unit Owner, including, without limitation, all guests of the hotel intended to be operated upon the Hotel Unit. Notwithstanding the foregoing, the Hotel Unit Owner shall have the right to adopt establish rules and regulations regarding the use of these facilities, including, without limitation, rules to prohibit dual usage of facilities by a Unit Owner and a tenant of the Unit during periods when a Unit is being rented or is available for rental. The facilities are currently intended to include the following (all to be located on designated portions of the Hotel Unit):

<u>FACILITY AND ITS LOCATION</u>	<u>APPROXIMATE SIZE</u>	<u>APPROXIMATE CAPACITY</u>
Lobby (Ground Floor)	1273 square feet	85 persons
Swimming Pool	1,511 square feet with depth from 3' to 4.5'	57 persons
Spa	100 square feet	10 persons
Pool Deck	5,053 square feet	147 persons
Restrooms (Pool Deck)	416 square feet	8 persons
Fitness Room	864 square feet	58 persons
Spa Facility	4,428 square feet	295 persons

The facilities described above are intended to be constructed. The design, commencement and progress of any such construction, however, will be in the sole discretion of the Hotel Unit Owner, with use restricted, if at all, in the manner determined by the Hotel Unit Owner. The maximum number of Units which may be located within the Condominium at the time any of the above-described Facilities may be constructed will not exceed one hundred thirty (130) Units, subject to increase or decrease at any time and from time to time, depending on a variety of factors including, but not limited to, revised development plans, market conditions and governmental controls. Developer intends to expend approximately \$25,000.00 to provide certain personal property in and around these facilities (to be selected in the sole discretion of Developer).

Expansion of Recreational Facilities

**RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE CONDOMINIUM ASSOCIATION.**

The Hotel Unit Owner reserves the right at any time to eliminate, provide, alter or expand any of the above-described recreational facilities of the Hotel Unit as the Hotel Unit Owner deems appropriate. The consent of the Unit Owners or the Condominium Association shall not be required for any such construction, expansion or other determination. The cost of any such construction or expansion shall be borne exclusively by the Hotel Unit Owner. The Hotel Unit Owner is not obligated, however, to so expand any facilities or provide additional facilities.

Leasing of Developer-Owned Units

**THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.**

See Sections 16.8 and 17 of the Declaration of Condominium for further details. As it is intended that the Units may be used for transient and/or hotel rentals, the Developer intends to engage in a program of renting or leasing sold and unsold Units upon such terms as Developer shall approve and as permitted by the Act and the rules promulgated thereunder. In the event any Unit is sold prior to the expiration of the term of a lease (which may occur during an indefinite period), title to such Unit (or Units) will be conveyed subject to the lease (or leases) and purchasers will succeed to the interests of the applicable lessor. If any Unit is sold subject to a lease, a copy of the executed lease will be attached to the Agreement for Sale in accordance with the terms of Florida Statutes, Section 718.503(1)(a)(4). If a Unit has been previously occupied, the Developer will so advise a prospective purchaser, in writing, prior to the time that the purchaser is requested to execute an Agreement for Sale, if required by law.

#### Management of the Condominium

There is not presently a contract for the management of the condominium property. The Association may, however, enter into an agreement with a manager to serve the Condominium. Any such management agreement, in addition to the means of termination which may be provided in the agreement, may be cancelled by unit owners pursuant to the Condominium Act, Florida Statutes, Section 718.302. Section 718.302(1)(a), Florida Statutes, provides in relevant part that:

If . . . unit owners other than the developer have assumed control of the association, or if unit owners other than the developer own not less than 75 percent of the units in the condominium, the cancellation shall be by concurrence of the owners of not less than 75 percent of the units other than the units owned by the developer. If a grant, reservation or contract is so cancelled and the unit owners other than the developer have not assumed control of the association, the association shall make a new contract or otherwise provide for maintenance, management or operation in lieu of the cancelled obligation, at the direction of the owners of not less than a majority of the units in the condominium other than the units owned by the developer.

Any fees which may be payable by the Association to a Manager shall be part of the Common Expenses of the Condominium that are included in the Assessments payable by Unit Owners.

Currently, there are no maintenance or service contracts affecting the Condominium having a non-cancellable term in excess of one year. The Association is empowered at any time and from time to time, to enter into such maintenance and/or service contracts for valuable consideration and upon such terms and conditions as the Board of Directors shall approve without the consent of Unit Owners. Any maintenance and/or service contracts may be subject to cancellation by the Association and by Unit Owners directly in accordance with the aforesaid Section 718.302, Florida Statutes.

#### Transfer of Control of the Associations

The initial officers and directors of the Condominium Association are or will all be designees of the Developer.

**THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.**

See Section 718.301, Florida Statutes, and Section 4.15 of the By-Laws of the Association, a copy of which By-Laws is set forth as Exhibit "4" to the Declaration of Condominium. The Directors of the Condominium Association designated by the Developer will be replaced by Directors elected by Unit Owners other than the Developer no later than is required by the applicable provisions of the Florida Condominium Act, Section 718.301, Florida Statutes.

Restrictions on Use of Units and Common Elements and Alienability. The following is a summary of certain of the restrictions which affect the Units. To the extent permitted by the Act, the Developer and certain related parties are exempt from these restrictions.

Occupancy. Each Residential Unit shall be used as a residence only, whether for permanent, temporary or transient use, except as otherwise herein expressly provided, all in accordance with all applicable county and state codes, ordinances and regulations. The Hotel Unit and the Retail/Commercial Units may be used for any lawful purpose, and may be used by the Owner(s) thereof and its/their guests, tenants and invitees.

The rights of Residential Unit Owners and Retail/Commercial Unit Owners to use the Hotel Unit shall be limited to the extent granted in, and subject to the restrictions of the Declaration and the obligation for payment of the assessments for the operation of the Shared Components, as set forth in the Declaration (provided, however, that in no event shall an Owner be denied access to and from the Owner's Unit). It is contemplated (but without creating an obligation whatsoever) that in addition to use as a typical hallway for pedestrian passage, the Hotel Unit will be utilized by the Hotel Unit Owner in such a manner as to provide hotel features for the Condominium,



which may include (again without obligation, and without limitation) housekeeping, transient rental services and reservation services, room service, personal services, etc.

Pet Restrictions. Domesticated dogs and/or cats may be maintained in a Residential Unit provided such pets are: (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in lanai areas, (iii) generally, not a nuisance to residents of other Units and (iv) not a pit bull or other breed considered to be dangerous by the Board of Directors; provided that neither the Developer, the Hotel Unit Owner, the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Developer, Hotel Unit Owner Board of Directors, each Unit Owner and the Association in such regard. No pet shall be brought onto the Shared Components except as permitted by the Hotel Unit Owner.

Hotel Related Service. The Hotel Unit Owner shall have the exclusive right (but not the obligation) to provide hotel and/or transient rental services, including, but not limited to, solicitation and/or provision of housekeeping, personal services (i.e., massage, personal training, dry cleaning, etc.) and/or food and beverage service, to the Condominium and the Unit Owners. No amendment to the Declaration or rule of the Association may be adopted to impair or abridge the rights granted to the Hotel Unit Owner related to Hotel Related Services without the affirmative vote of not less than 80% of the voting interests of the Residential Unit Owners and 100% of the voting interests of the Hotel Unit Owner.

Alterations. No Residential Unit Owner or Retail/Commercial Unit Owner shall cause or allow improvements or changes to any Residential Unit, Retail/Commercial Unit, Common Elements or Association Property, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building or the exterior of said Unit, without obtaining the prior written consent of the Association. Curtains or drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Hotel Unit Owner, in which case they shall be removed and replaced with acceptable items.

Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members. No activity specifically permitted by the Declaration, including, without limitation, activities or businesses conducted from the Hotel Unit, shall be deemed a nuisance.

No Improper Uses No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. No activity specifically permitted by the Declaration shall be deemed to be a violation of this regulation.

Leases. It is intended that the Units may be used for transient and/or hotel rentals. As such, leasing of Units shall not be subject to the approval of the Association and/or any other limitations, other than as expressly provided in the Declaration. Each tenant or occupant shall comply with the covenants, terms, conditions and restrictions of the Declaration and with any and all rules and regulations adopted by the Hotel Unit Owner and/or Association from time to time, including, without limitation, any and all regulations and/or procedures adopted by the Hotel Unit Owner regarding mandatory check-in for Owners and residents, coordination of charging privileges and other matters reasonably necessary to allow Owners and hotel guests to be well integrated into a unified operation. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association and/or the Hotel Unit Owner to repair any damage to the Common Elements, the Hotel Unit and/or the Shared Components resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special charges may be levied against the Unit therefor. All tenancies are subordinate to any lien filed by the Condominium Association or the Hotel Unit Owner, whether prior or subsequent to such lease. Notwithstanding the foregoing, there shall be no minimum lease term for the rental of Units, nor shall there be a maximum number of times that a Unit may be leased. There shall be no amendment to the foregoing leasing provisions without the prior approval of eighty percent (80%) of the entire voting interests of all Unit Owners.

Weight and Sound Restriction. Hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in areas where originally installed by the Developer. Installation of hard surfaced floor coverings (other than by the Developer) in any other areas is not permitted and those areas are to receive sound absorbent, less dense floor coverings, such

as carpeting. Any and all replacements of hard surface floor coverings are to be of the same material as originally installed.

Association Access to Units. In order to facilitate access to Units by the Association, it shall be the responsibility of all Unit Owners to deliver a set of keys (or access card or code, as may be applicable) to their respective Units to the Association and the Hotel Unit Owner to use in the performance of its functions. No Owner shall change the locks to his Unit without so notifying the Association and Hotel Unit Owner and delivering to the Association and the Hotel Unit Owner a new set of keys (or access card or code, as may be applicable) to such Unit. The Hotel Unit Owner shall have the right to adopt reasonable regulations from time to time regarding access control and check-in, check-out procedures which shall be applicable to both hotel guests and Unit Owners.

Antennas, Satellite Dishes. No Owner may install any antenna, satellite dish or other transmitting or receiving apparatus in or upon his or her Unit (and/or areas appurtenant thereto), without the prior written consent of the Hotel Unit Owner.

Parking. All vehicle parking shall be by valet only and subject to the procedures, rules and regulations adopted from time to time by the Hotel Unit Owner.

Storage on Balconies/Terraces. No equipment, materials or other items shall be kept or stored on any balcony or terrace area of the Condominium, including but not limited to towels, clothing, bicycles. The foregoing shall not prevent, however, placing and using patio-type furniture, planters and other items in such areas if same are normally and customarily used for a residential balcony or terrace area, but all such patio furniture, planters and others must be reasonably acceptable to the Hotel Unit Owner. In the event of any doubt or dispute as to whether a particular item is permitted hereunder, the decision of the Hotel Unit Owner shall be final and dispositive.

**THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.**

For these and other restrictions upon the use of Units and Common Elements, reference should be made to all Exhibits contained in this Prospectus (particularly Sections 8, 16 and 17 of the Declaration) in addition to the specific references noted.

Utilities and Certain Services

Utilities and certain other services will be furnished or made available to the Condominium as follows:

Electricity .....	Florida Power & Light
Telephone .....	BellSouth
Water .....	City of Fort Lauderdale
Sanitary Sewage and Waste Disposal .....	City of Fort Lauderdale
Solid Waste Removal .....	Private Contractor(s) (to be determined)
Storm Drainage .....	Private system of natural and artificial percolation and run-off
Gas .....	TECO

Apportionment of Common Expenses and Ownership of the Common Elements

The Owner(s) of each Unit will own an undivided percentage interest in the Common Elements of the Condominium and Common Surplus of the Condominium Association and shall be obligated for a percentage share of the Common Expenses, said shares being set forth on Exhibit "3" to the Declaration of Condominium. The Common Expenses include all expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the Bylaws. Common Expenses shall also include, without limitation: (i) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (ii) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property and/or rental or other expenses owed in connection with any Units leased by the Association; (iii) if applicable, insurance for directors and officers, and (iv) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure. Common Expenses shall not include any separate

obligations of individual Unit Owners. Each Unit's percentage interest in the Common Elements and Common Surplus and percentage share of the Common Expenses will be as set forth in the Declaration, same being calculated generally based upon the relative square footage of each Unit.

In addition to the Assessments payable to the Association, each Unit Owner shall be obligated for payment of sums to the Hotel Unit Owner for use and enjoyment of the Shared Components. See Section 12 of the Declaration.

**THE HOTEL UNIT OWNER HAS A LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE MAINTENANCE, OPERATION, UPKEEP AND REPAIR THE SHARED COMPONENTS, ALL AS DEFINED IN THE DECLARATION OF CONDOMINIUM. THE FAILURE TO MAKE THESE PAYMENTS, WHETHER BY THE CONDOMINIUM ASSOCIATION OR THE UNIT OWNER MAY RESULT IN FORECLOSURE OF THE LIEN ON THE INDIVIDUAL UNITS AS WELL AS ANY PROPERTY OF THE CONDOMINIUM ASSOCIATION.**

Closing Expenses; The Agreement for Sale; Escrow Deposits

At the time of closing of title, the purchaser will pay a closing charge equal to one and one quarter percent (1.25%) of the purchase price of the applicable Unit. From this charge, the Developer will pay the costs of officially recording the deed, for documentary stamp taxes, and reimbursement for certain of Seller's closing administration expenses and Seller's attorneys' fees in connection with closing. The purchaser's closing charge will be subject to increase to the extent that any of such specifically mentioned costs increase. In addition, the purchaser shall pay for the premium on the owner's title insurance policy for the Unit.

At the time of closing of title, the purchaser will also make a contribution to the funds of the Condominium Association, said contribution to be in an amount equal to twice the monthly assessment amount payable to the Condominium Association (which contributions are not to be credited against regular assessments). This sum shall be deposited in the Association's accounts for the intended purpose of establishing initial operating funds and working capital and for initial, non-recurring expenses. Purchaser must also pay at the time of closing a working capital contribution in an amount equal to twice the monthly maintenance charge owed to the Hotel Unit Owner, which is payable directly to the Hotel Unit Owner to provide it with initial capital and shall not be credited against regular assessments. This sum shall be deposited in the appropriate entity's accounts for the intended purpose of establishing initial operating funds and working capital and for initial, non-recurring expenses. Notwithstanding the foregoing intent, however, all contributions may be used by the entity for any purpose (including, but not limited to, the reimbursement of the Developer for certain expenses as more particularly described in the subsection hereof entitled "Contracts to be Assigned by Developer").

Purchasers shall also be required to pay, at closing: (i) a reimbursement to Seller for any utility, cable or interactive communication deposits or hook-up fees which Seller may have advanced prior to closing for the Unit, (ii) any charge for any options or upgrading of standard items included, or to be included, in the Unit, (iii) a charge of \$150.00 for a computer update and recertification of title to the Unit, (iv) a reimbursement for charges incurred in connection with coordinating closing with purchaser or purchaser's lender, and (v) late charges, if applicable, all as provided in the Agreement.

If the Developer permits a closing to be rescheduled from the originally scheduled closing date at the request of a purchaser, such purchaser shall pay to the Developer, at the time of rescheduling, a late closing charge determined in the manner set forth in the Purchase Agreement. In addition, all closing prorations shall be made as of the originally scheduled closing date. Developer is not obligated to consent to any such delay.

All purchasers obtaining a mortgage also will pay any "points", origination fees, appraisal fees, prepaid interest due, lender's title insurance premiums, and all other charges the lender may charge at closing, and if required, an amount to be determined by the lender to establish an escrow for payment of real estate taxes and other charges relating to the Unit and any private mortgage insurance premiums, if applicable. Notwithstanding any of the references in this paragraph to coordinating closing with any lender that Buyer may elect to obtain, nothing herein shall be deemed to make this Agreement, or Buyer's obligations under this Agreement, conditional or contingent in any manner on Buyer obtaining a loan to finance any portion of the Purchase Price; it being the agreement of Buyer that Buyer shall be obligated to close "all cash".

The Developer is not obligated to provide a purchaser with a title opinion or an abstract of title. A policy of owner's title insurance, however, will be provided to a purchaser at the purchaser's expense after closing.

In the event that any closing expense described above is not fixed as to the dollar amount thereof, such dollar amount is, as of the effective date of this Prospectus, unknown.

The form of Purchase Agreement set forth as Exhibit "C" hereto may be modified in any manner in any particular case or cases without the consent of any other purchaser or Unit Owner. The

modification of any such Agreement or Agreements shall not vest any purchaser or Unit Owner whose Agreement was not so modified with any rights of any sort. Buyers' deposits will be held and disbursed in accordance with the Escrow Agreement attached hereto as Exhibit "D"

#### Sales Commissions

The Developer will pay the sales commissions, if any, of the on-premises sales agents retained by Developer in connection with the sale of the Units. The purchaser will be responsible for the commission of any other broker or salesman with whom purchaser may have dealt, unless Developer otherwise agrees in writing.

#### Identity of Developer

**Luxury Resorts International, Inc.**, a Florida corporation, is the Developer of the Condominium. Being a relatively newly formed entity, it has no prior experience in the area of condominium or other real estate development. Daniel Melk is affiliated with the developer as the principal directing the creation and sale of the Condominium and has approximately eight years of experience in the areas of real estate construction and development. He has been involved with the development and management of condominiums located on Fisher Island in Miami/Dade County, Florida, and has also been involved with the development of six condominium projects, five single family home projects, and four townhouse projects in Chicago, Ill.

**The information provided above as to Mr. Daniel Melk is given solely for the purpose of complying with Section 718.504(23), Florida Statutes, and is not intended to create or suggest any personal liability on the part of Mr. Daniel Melk.**

#### Contracts to be Assigned by Developer

Upon or before closing of title to the first Unit, Developer shall assign to the appropriate Association all of Developer's right, title and interest in and to all contracts relating to the provision of utilities, insurance and other services to the Condominium, and from and after such date, all benefits and burdens thereunder shall accrue and apply to the applicable Association. The Developer shall be entitled to be reimbursed for all deposits, prepaid premiums, rentals and other consideration paid by the Developer to such insurers, contractors and utility companies, pro-rated as of the date of closing for each Unit, except that the deposits for utilities will be reimbursed in full without proration.

#### Natural Disturbances

Among other acts of God and uncontrollable events, hurricanes have occurred in South Florida and, as waterfront property, the Condominium is exposed to the potential damages of hurricanes, including, but not limited to, damages from storm surges and wind-driven rain. Water or other damages from this or other extraordinary causes shall not be the responsibility of the Developer.

#### Estimated Operating Budgets

Attached hereto as Exhibit "B-1" is the Estimated Operating Budget for the Condominium Association. Buyer understands that the Estimated Operating Budget provides only an estimate of what it will cost to run the Association during the period of time stated in the Budget. The Budget, however, is not guaranteed to accurately predict actual expenditures. It is intended that the Developer, as the sole Unit Owner upon the formation of the Condominium, will vote not to provide any reserves for the initial year of the Association. Thereafter, on an annual basis, a majority of the Association's members may vote to continue not to provide any reserves. If such a vote is in fact made to waive reserves, the assessments per unit will be as set forth in the Estimated Operating Budget as "Assessments per Unit - Without Reserves". If no such vote is made, the assessments per Unit will be as set forth in the Estimated Operating Budget as "Assessments per Unit - With Reserves".

A proposed Estimated Operating Budget for the Shared Components is set forth as Exhibit "B-2". It is anticipated that this Estimated Operating Budget shall provide for reserves.

#### Easements Located or to be Located on the Condominium Property

In addition to the various easements provided in the Declaration of Condominium attached hereto as Exhibit "A", the Condominium Property may be made subject to easements in favor of various public or private utilities. Any easement in favor of a public or private utility or similar company or authority may be granted by the Developer or the Association on a "blanket" basis or by use of a specific legal description. See the Section hereof entitled "Utilities and Certain Services" for the names of the suppliers of certain utilities to the Condominium

For more details, refer to the Declaration of Condominium. The easements provided for in the Declaration of Condominium and the Florida Condominium Act are not summarized here.

Radon

Under the laws of the State of Florida, each prospective purchaser is hereby advised that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Developer does not conduct radon testing with respect to the Condominium and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection with the Condominium.

Evidence of Ownership

Developer is the fee titleholder of the fee simple title to the property which is intended to be developed as the Condominium. Attached as Exhibit "E" to this Prospectus is evidence of the Developer's interest in and to the Condominium Property.

General

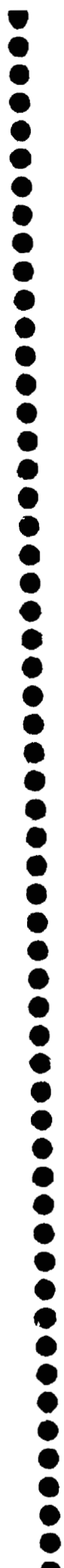
The foregoing is not intended to present a complete summary of all of the provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the content of such documents.

Definitions

The definitions set forth in the Declaration of Condominium shall be applicable to this Prospectus, unless otherwise specifically stated or unless the context would prohibit.

Effective Date

This Prospectus is effective January 1, 2002.



SCHEDULE "A"  
TO  
PROSPECTUS TEXT  
FOR  
THE ATLANTIC HOTEL CONDOMINIUM

<u>Unit No.</u>	<u>Bedrooms</u>	<u>Bathrooms</u>
A	Studio	1
A(h)	Studio	1
A1	Studio	1
A2	Studio	1
B	Studio	1
L-1	Studio	1
C	1	2
L-2	Studio	1
D	1	1
D(H)	1	1
E	1	1
E(H)	1	1
F	Studio	1
F(H)	Studio	1
G	1	1
H	Studio	1
J	1	1
L-3	Studio	1
K	1	2
M	1	2
N	Studio	1
O	Studio	1
P	1	2
R	1	2
P-2a	2	3
P-2b	2	3
P-2c	3	3
P-1a	2	3
P-1b	2	3
S-Spa	Studio	1

NOTE: For a description of Units by Unit Type, please see Exhibit "2" to the Declaration of Condominium (which Declaration is included in this Prospectus as Exhibit "A")

This instrument prepared by, or under the supervision of (and after recording, return to):

Gary A. Saul, Esq.  
Greenberg Traurig, P.A.  
1221 Brickell Avenue  
Miami, FL 33131

(Reserved for Clerk of Court)

**EXHIBIT "A"**  
**DECLARATION**  
**OF**  
**THE ATLANTIC HOTEL CONDOMINIUM**

**Luxury Resorts International, Inc., a Florida corporation, hereby declares:**

1. **Introduction and Submission.**
  - 1.1 **The Realty.** The Developer owns fee title to certain real property located in Broward County, Florida, as more particularly described in **Exhibit "1"** annexed hereto (the "Realty").
  - 1.2 **Submission Statement.** The Developer hereby submits the Realty and all improvements erected or to be erected thereon and all other property, real, personal or mixed, now or hereafter situated on or within the Realty - but excluding all public or private (e.g. cable television) utility installations therein or thereon - to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof and as it may be hereafter renumbered. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Realty, shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided.
  - 1.3 **Name.** The name by which this condominium is to be identified is **THE ATLANTIC HOTEL CONDOMINIUM** (hereinafter called the "Condominium").
  
2. **Definitions.** The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:
  - 2.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as it may be hereafter renumbered.
  - 2.2 "Allocated Interests" shall have the meaning ascribed to it in Section 5.1 below.
  - 2.3 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.
  - 2.4 "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.
  - 2.5 "Association" or "Condominium Association" means **THE ATLANTIC HOTEL CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, the sole entity responsible for the operation of the Common Elements of the Condominium.
  - 2.6 "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members.
  - 2.7 "Board" or "Board of Directors" means the board of directors, from time to time, of the Association. Directors must be natural persons who are 18 years of age or older. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership.

- 2.8 "Building" means the structure(s) in which the Units and the Common Elements are located, regardless of the number of such structures, which are located on the Condominium Property.
- 2.9 "By-Laws" mean the By-Laws of the Association, as amended from time to time.
- 2.10 "Committee" means a group of Board Members, Unit Owners or Board Members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or to take action on behalf of the Board.
- 2.11 "Common Elements" mean and include:
- (a) The portions of the Condominium Property which are not included within the Units.
  - (b) An easement of support in every portion of a Unit which contributes to the support of the Building.
  - (c) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements, if any (it being the intent, however, that all such property and installations shall be deemed Shared Components which are part of the Hotel Unit, rather than part of the Common Elements).
  - (d) Any other parts of the Condominium Property designated as Common Elements in this Declaration.

The Condominium has been established in such a manner to minimize the Common Elements. Most components which are typical "common elements" of a condominium have instead been designated herein as part of the Shared Components of the Hotel Unit.

- 2.12 "Common Expenses" mean all expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the Bylaws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation: (a) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (b) if applicable, insurance for directors and officers; (c) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property and/or rental or other expenses owed in connection with any Units leased by the Association; (d) the costs and expenses of maintaining, repairing and/or replacing as necessary any landscaping located along or upon the medians adjacent to (even if beyond the legal boundaries of) the Condominium Property; and (e) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure. Common Expenses shall not include any separate obligations of individual Unit Owners, including, without limitation, any sums payable to the Hotel Unit Owner (as hereinafter defined).
- 2.13 "Common Surplus" means the excess of all receipts of the Association collected on behalf 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.
- 2.14 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.15 "Condominium Property" means the Realty, Improvements and other property described in Section 1.2 hereof, subject to the limitations thereof and exclusions therefrom.
- 2.16 "County" means the County of Broward, State of Florida.
- 2.17 "Declaration" or "Declaration of Condominium" means this instrument and all exhibits attached hereto, as same may be amended from time to time.
- 2.18 "Developer" means **Luxury Resorts International, Inc., a Florida corporation**, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Developer under this



Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association.

- 2.19 "Dispute", for purposes of Section 18.1, means any disagreement between two or more parties that involves: (a) the authority of the Board, under any law or under this Declaration, the Articles or By-Laws to: (i) require any Owner to take any action, or not to take any action, involving that Owner's Unit; or (ii) alter or add to a Common Element; or (b) the failure of the Association, when required by law or this Declaration, the Articles or By-Laws to: (i) properly conduct elections; (ii) give adequate notice of meetings or other actions; (iii) properly conduct meetings; or (iv) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves title to any Unit or Common Element; the interpretation or enforcement of any warranty; or the levy of a fee or Assessment or the collection of an Assessment levied against a party.
- 2.20 "Division" means the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation, State of Florida, or its successor.
- 2.21 "First Mortgagee" means any person or entity holding a first mortgage on a Unit or Units.
- 2.22 "Hotel Unit Owner" means and refers to the owner(s) from time to time of the Hotel Unit.
- 2.23 "Hotel Unit" means and refers to Unit "HU" as identified on Exhibit "2" attached hereto, which includes the Shared Components (as hereinafter defined). References herein to "Units" or "Parcels" shall include the Hotel Unit unless the context would prohibit or it is otherwise expressly provided.
- 2.24 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property including, but not limited to, the Building.
- 2.25 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units.
- 2.26 "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.
- 2.27 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.
- 2.28 "Residential Unit" means and refers to each of the Units other than the Hotel Unit and the Retail/Commercial Units. References herein to "Units" or "Parcels" shall include Residential Units unless the context prohibits or it is otherwise expressly provided.
- 2.29 "Residential Unit Owner" means and refers to the owner(s) from time to time of any Residential Unit.
- 2.30 "Retail/Commercial Unit" means and refers to each of the Units identified as a "Retail/Commercial Unit" on Exhibit "2" attached hereto, References herein to "Units" or "Parcels" shall include Retail/Commercial Units unless the context prohibits or it is otherwise expressly provided.
- 2.31 "Retail/Commercial Unit Owner" means and refers to the owner(s) from time to time of any Retail/Commercial Unit.
- 2.32 "Shared Components". Together, the improvements constituting the Common Elements, Residential Units, Retail/Commercial Units and Hotel Unit have been, or shall be, built and operated as an integrated project. Given the integration of the structure of those improvements, and notwithstanding anything to the contrary depicted on the survey/plot plan attached hereto as Exhibit "2", the following components of the improvements (the "Shared Components") shall be deemed part of the Hotel Unit, whether or not graphically depicted as such on said survey/plot plan: any and all structural components of the Improvements, including, without limitation, all exterior block walls and all finishes (glass, paint, stucco etc) and balconies, terraces and/or facades attached or affixed thereto; the roof; all roof trusses, roof support elements and roofing insulation; all utility, mechanical, electrical, telephonic, telecommunications, plumbing and other systems, including,

without limitation, all wires, conduits, pipes, ducts, transformers, cables and other apparatus used in the delivery of the utility, mechanical, telephonic, telecommunications, electrical, plumbing and/or other services; all heating, ventilating and air conditioning systems, including, without limitation, compressors, air handlers, ducts, chillers, water towers and other apparatus used in the delivery of HVAC services; all elevator shafts, elevator cabs, elevator cables and/or systems and/or equipment used in the operation of the elevators transversing the Condominium Property; and all trash rooms, trash chutes and any and all trash collection and/or disposal systems. In addition, the Shared Components include the following areas and/or facilities (together with a license for reasonable pedestrian access thereto, as determined by the Hotel Unit Owner): the pools and pool deck; the spa and fitness center, if any, which may be located from time to time within the improvements constructed upon the Hotel Unit; the porte cochere drop-off; the garage, garage ramp(s) and all parking control equipment; all covered breezeways, sidewalks and promenades; restroom facilities; and maid service rooms on guestroom floors. Notwithstanding anything herein, or in any of the exhibits hereto, contained to the contrary, the Shared Components shall be deemed part of the Hotel Unit. The Hotel Unit Owner shall have the right (but not the obligation), by Supplemental Declaration executed by the Hotel Unit Owner alone, to designate additional portions of the Hotel Unit as Shared Components hereunder. Notwithstanding the designation of the Shared Components, the Hotel Unit Owner shall have the right, from time to time, to expand, alter, relocate and or eliminate the portions of the Hotel Unit deemed Shared Components, without requiring the consent or approval of the Association or any Owner, provided that any portions withdrawn are not, in the reasonable opinion of the Hotel Unit Owner essential to the structural integrity of the Residential Units and/or the Retail/Commercial Units, the provision of utilities and utility services to the Residential Units and/or the Retail/Commercial Units, the provision of valet parking service to the Residential Unit Owners and/or the owners of Retail/Commercial Units, and/or the provision of pedestrian access to and from the Residential Units and/or the Retail/Commercial Units and the adjoining public street. In furtherance of the foregoing, the Hotel Unit Owner also reserves the absolute right at any time, and from time to time, to construct additional facilities upon the Hotel Unit and to determine whether same shall be deemed Shared Components. It is expressly contemplated that persons other than Unit Owners shall be granted use rights in and to certain of the facilities of the Hotel Unit (such determination to be made in the sole and absolute discretion of the Hotel Unit Owner).

- 2.33 "Shared Costs" shall have the meaning given in Section 12.1 below.
- 2.34 "Shared Costs Allocation" shall have the meaning given in Section 12.3 below.
- 2.35 "Unit" means a part of the Condominium Property which is subject to exclusive ownership, and except where specifically excluded, or the context otherwise requires, shall be deemed to include the Residential Units, the Retail/Commercial Units and the Hotel Unit.
- 2.36 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel.

### 3. Description of Condominium.

- 3.1 Identification of Units. The Land has constructed thereon one (1) Building which contains one hundred twenty nine (129) Units, consisting of one hundred twenty four (124) Residential Units, one (1) Hotel Unit and four (4) Retail/Commercial Units.

Each such Unit is identified by a separate numerical or alpha-numerical designation. The designation of each of such Units is set forth on Exhibit "2" attached hereto. Exhibit "2" consists of a survey of the Realty, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit "2", together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.

- 3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

- (a) Boundaries of Residential and Retail/Commercial Units. The upper and lower boundaries of each Residential Unit and each Retail/Commercial Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
- (i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling (which will be deemed to be the ceiling of the upper story if the Unit is a multi-story Unit, provided that in multi-story Units where the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling of the lower floor for which there is no corresponding ceiling on the upper floor directly above such bottom floor ceiling).
  - (ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the first story if the Unit is a multi-story Unit, provided that in multi-story Units where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor of the upper floor for which there is no corresponding floor on the bottom floor directly below the floor of such top floor).
  - (iii) Interior Divisions. Except as provided in subsections 3.2(a)(i) and 3.2(a)(ii) above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the multi-floors, in all cases of a multi-story Unit, if any, or nonstructural interior walls shall be considered a boundary of the Residential or Retail/Commercial Unit.
  - (iv) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries. Notwithstanding the foregoing, as to walls shared by a Residential, Unit or Retail/Commercial Unit and the Hotel Unit, the perimetrical boundary of the Hotel Unit at such shared wall shall be coextensive to the perimetrical boundary of the adjoining Residential or Retail/Commercial Unit (so that the shared wall and all installations therein -which are deemed part of the Shared Components - shall be part of the Hotel Unit rather than the Common Elements and therefore the perimetrical boundary of the Hotel Unit shall extend to the unfinished interior surface of any walls bounding a Residential or Retail/Commercial Unit).
- (b) Boundaries of Hotel Unit. The Hotel Unit shall consist of all of the Condominium Property, including, without limitation, any and all Improvements now or hereafter constructed thereon, less and except only the following: (i) the Residential Units, (ii) the Retail/Commercial Units, and (iii) the portion of the Condominium Property below elevation minus seventy feet (-70') N.G.V.D. Said portion of the Condominium Property lying below elevation minus seventy feet (-70') N.G.V.D. shall be deemed Common Elements hereunder.
- (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, all of same shall be deemed part of the Shared Components, and as such, part of the Hotel Unit.
- (d) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "2" hereto shall control in determining the boundaries of a Unit, except that the provisions of Section (b) above shall control unless specifically depicted and labeled otherwise on such survey.

3.3 Easements. The following easements are hereby created (in addition to any easements created under the Act and any easements affecting the Condominium Property and recorded in the Public Records of the County):

- (a) Support. Each Unit and any structure and/or improvement now or hereafter constructed shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements and such other improvements constructed upon the Condominium Property.
- (b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and monitoring systems, and other services and drainage in order to serve the Condominium and/or members of the Association. A Unit Owner shall do nothing within or outside his Unit that

interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Association and Hotel Unit Owner shall have a right of access to each Unit to maintain, repair or replace any Common Element or Shared Component pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and similar systems, hot water heaters, service and drainage facilities, and Common Elements and/or Shared Components contained in the Unit or elsewhere in or around the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

- (c) Encroachments. If (i) any portion of the Common Elements and/or Shared Components encroaches upon any Unit; (ii) any Unit encroaches upon any other Unit or upon any portion of the Common Elements and/or Shared Components; or (iii) any encroachment shall hereafter occur as a result of (1) construction of the Improvements; (2) settling or shifting of the Improvements; (3) any alteration or repair to the Common Elements (or the Shared Components) made by or with the consent of the Association or Developer or the Hotel Unit Owner, as appropriate; or (4) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements or the Shared Components, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements shall stand.
- (d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, for each member of the Association (and its and their guests, tenants and invitees) shall exist for (i) pedestrian traffic over, through and across such portions of the Hotel Unit as are designated by the Hotel Unit Owner and intended to provide direct pedestrian access to and from the applicable Residential Unit or Retail/Commercial Unit, and the public right-of-way adjacent to the Condominium Property, and (ii) use and enjoyment of the Shared Components, subject to regulation as may be established from time to time by the Hotel Unit Owner. **Notwithstanding the foregoing, the aforesaid easement over the Hotel Unit is limited and solely for use of the named beneficiaries' obtaining access to and from their Unit and shall not be used for the provision of any services, including, without limitation, any hotel related services including, but not limited to, solicitation and/or provision of housekeeping, personal services (i.e., massage, personal training, dry cleaning, etc.) and/or food and beverage service, it being understood and agreed by all Unit Owners that any such services may only be provided by the Owner(s) of the Hotel Unit.** The provisions of this section 3.3(d) may not be amended without an affirmative vote of not less than 4/5ths of all voting interests of all Unit Owners.
- (e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) and the Hotel Unit Owner shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction of any and all improvements upon any portion of the Condominium Property, or any part thereof and for repair, replacement and maintenance or warranty purposes or where the Developer and/or Hotel Unit Owner, in its or their sole discretion, determines that it is required or desires to do so.
- (f) Sales Activity. For as long as there are any Units owned by the Developer and/or the Developer has any ownership interest in the Hotel Unit, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements or Association Property for guest accommodations, model apartments and sales, leasing and construction offices relating to the Condominium, to show model Units and the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property and/or Association Property signs and other promotional material to advertise or otherwise market the Units, and/or any facilities built or to be constructed upon any portion of the Condominium Property for sale, lease or occupancy.
- (g) Roof and Window Washing Easement. An easement is hereby reserved over and across each Unit and the Limited Common Elements appurtenant thereto for

the Association (and the personnel, employees and/or contractors of the Association) to stage and perform exterior window washing, exterior painting of the Building, maintenance, repair, replacement or alteration of any mechanical equipment located or accessible from the roof of the Buildings and/or other exterior repairs, replacements, alterations and/or maintenance (preventative or otherwise).

- (h) Support of Adjacent Structures. In the event that any structure(s) is constructed so as to be connected in any manner to the Buildings and/or any improvements constructed upon the Condominium Property, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair and replacement of all utility lines and equipment serving the adjoining structures which are necessarily or conveniently located within the Condominium Property and/or the Association Property.
- (i) Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for act or omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time, to enter the Common Elements for the purpose of making any necessary inspections, tests, repairs, improvements and/or replacements required for the Developer to fulfill any of its warranty obligations. Failure of the Association or any Unit Owner to grant such access may result in the appropriate warranty being nullified and of no further force or effect. **Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be) as set forth in Section 22 below.**
- (j) Additional Easements. The Association, through its Board, on the Association's behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any portion of the Condominium and/or Association Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium and/or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners and/or members of the Association, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes and provided further that if any such easement is to traverse the Hotel Unit, the joinder of the Hotel Unit Owner must be obtained.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights

- 5.1 Percentage Ownership and Shares. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is as set forth on Exhibit "3" attached hereto (the "Allocated Interests").
- 5.2 Voting. Each Residential Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. The Hotel Unit and each Retail/Commercial Units shall be entitled to five (5) votes to be cast by each Unit's Owner, all in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Association.

6. Amendments Except as elsewhere provided herein, amendments may be effected as follows:

- 6.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the Unit Owners. Except as elsewhere provided, approvals must be by an affirmative vote representing in excess of 80% of the voting interests of all Unit Owners. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting.
- 6.2 Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, permit timeshare estates, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and the amendment is otherwise approved by in excess of 80% of the voting interests of Unit Owners. The acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement and maintenance of approved hurricane shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.
- 6.3 Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of said mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.
- 6.4 By The Developer. Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, the Declaration, the Articles of Incorporation or the By-Laws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except for an amendment: (a) to permit time-share estates (which must be approved, if at all, in the manner provided in Section 6.2 above); or (b) to effect a "Material Amendment", which must be approved, if at all, in the manner set forth in Section 6.2 above. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the consent of the Developer in each instance.
- 6.5 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision . . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

7. Maintenance and Repairs.

- 7.1 Units. All maintenance, repairs and replacements of, in or to any Unit, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, including, without

limitation, maintenance, repair and replacement of windows, window coverings, interior nonstructural walls, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

- 7.2 Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements and Association Property shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.
- 7.3 Hotel Unit. The Hotel Unit Owner(s), from time to time, shall be responsible for the repair, replacement, improvement, maintenance, management, operation, and insurance of the Hotel Unit, which shall be performed in a commercially reasonable manner in the determination of the Owner(s) of the Hotel Unit (which determination shall be binding). In consideration of the reservation and grant of easement over the Hotel Unit, as provided in Section 3.3(d) above, each Residential Unit Owner and the owner of each Retail/Commercial Unit shall be obligated for payment of the expenses incurred by the Hotel Unit Owner(s) in connection with such maintenance, repair, replacement, improvement, management, operation, and insurance, all as more particularly provided in Section 12 below.
- 7.4 Specific Unit Owner Responsibility. The obligation to maintain and repair any air conditioning equipment, plumbing or electrical fixtures or other items of property which service a particular Unit and not any other Unit shall, to the extent not part of the Shared Components and otherwise part of the Condominium, be the responsibility of the applicable Unit Owner, individually, without regard to whether such items are included within the boundaries of the Units.

8. Additions, Alterations or Improvements by Unit Owner.

- 8.1 Consent of the Board of Directors. No Residential Unit Owner or Retail/Commercial Unit Owner (other than the Developer) shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, or his Unit without the prior written consent of the Board of Directors. The Board shall have the obligation to answer, in writing, any written request by a Residential Unit Owner or Retail/Commercial Unit Owner for approval of such an addition, alteration or improvement within ninety (90) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval in any manner, including, without limitation, retaining approval rights of the contractor to perform the work. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Further, no alteration, addition or modification may in any manner affect the Hotel Unit or any portion of the Shared Components, without the prior written consent of the Hotel Unit Owner (which consent may be withheld in its sole discretion). Once approved by the Board of Directors, such approval may not be revoked. A Residential Unit Owner or Retail/Commercial Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer, the Hotel Unit Owner and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property, Association Property, the Hotel Unit and/or the Shared Components and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association, the Hotel Unit Owner, nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Developer, the Association and/or the Hotel Unit Owner arising out of the Association's review of any

plans hereunder. Without limiting the generality of the foregoing, the Association and Hotel Unit Owner shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer, the Association and the Hotel Unit Owner harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans hereunder. The foregoing provisions requiring approval shall not be applicable to the Hotel Unit and/or to any Unit owned by the Developer. The provisions of this Section 8.1 shall not be amended without an affirmative vote of 4/5ths of the total voting interests in the Condominium.

8.2 Improvements, Additions or Alterations by Developer or to the Hotel Unit. Anything to the contrary notwithstanding, the foregoing restrictions of this Section 8 shall not apply to Developer-owned Units, nor to the Hotel Unit. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, but without obligation, to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements), and (b) expand, alter or add to all or any part of the recreational facilities. Similarly, the Hotel Unit Owner shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, but without obligation, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon the Hotel Unit (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements), and to expand, alter or add to all or any part of the recreational facilities contained within the Hotel Unit. Any amendment to this Declaration required by a change made pursuant to this Section 8.2 shall be adopted in accordance with Section 6, provided, however, that the exercise of any right by Developer pursuant to clause 8.2(b) above shall not be deemed a Material Amendment.

9. Operation of the Condominium by the Association; Powers and Duties.

9.1 Powers and Duties The Association shall be the entity responsible for the operation of the Common Elements and the Association Property, but not the Shared Components. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (which By-Laws and Articles are attached hereto as Exhibits "4" and "5", respectively) as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units.
- (b) The power to make and collect Assessments and other charges against Unit Owners and to lease, maintain, repair and replace the Common Elements and Association Property.
- (c) The duty to maintain accounting records of the Association according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.
- (d) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and two-thirds of the voting interests of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing.
- (e) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements and Association Property.
- (f) The power to acquire, convey, lease and encumber real and personal property. Personal property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors, unless the cost thereof exceeds



\$25,000.00 in which event the acquisition shall require an affirmative vote of not less than 2/3rds of the voting interests. Real property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors alone and an affirmative vote of not less than 2/3rds of the voting interests; provided, however, that the acquisition of any Unit as a result of a foreclosure of the lien for Assessments (or by deed in lieu of foreclosure) shall be made upon the majority vote of the Board, regardless of the price for same and the Association, through its Board, has the power to hold, lease, mortgage or convey the acquired Unit(s) without requiring the consent of Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, taxes, Assessments, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

- (g) The power to execute all documents or consents, on behalf of all Residential Unit Owners and Retail/Commercial Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner of a Residential Unit or a Retail/Commercial Unit, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Residential Unit or a Retail/Commercial Unit, by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- (h) All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation, the Bylaws, Chapters 607 and 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration, exhibits attached hereto or otherwise, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

- 9.2 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 Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 8.1 hereof. The Association also shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms. Nothing herein shall be deemed to relieve the Association of its duty to exercise ordinary care in the carrying out of its responsibilities nor to deprive the Unit Owners of their right to sue the Association if it negligently or willfully causes damage to the Unit Owners' property during the performance of the Association's duties.
- 9.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.
- 9.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.
- 9.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the

proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

9.6 Effect on Developer. If the Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken without the prior written approval of the Developer:

- (a) Assessment of the Developer as a Unit Owner for capital improvements;
- (b) Any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

10. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium and the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of the budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by, and not waived in accordance with, applicable law) the operation, maintenance, repair and replacement of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration and the By-Laws.

11. Collection of Assessments.

11.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure shall be liable for all Assessments coming due while he is the Unit Owner. Additionally, a Unit Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the grantee Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

11.2 Special and Capital Improvement Assessments. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium and the Association, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

- (a) "Special Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.
- (b) "Capital Improvement Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements or Association Property.
- (c) Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments or Capital Improvement Assessments, in the aggregate in any year, exceed \$125,000.00 or cause the total Assessments levied to exceed 115% of Assessments for the preceding calendar year, the Board must obtain approval of a majority of the Units represented at a meeting at which a quorum is attained.

- 11.3 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at eighteen percent (18%) per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, interest thereon and reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien. Except as set forth below, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be evidenced by the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association and the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded unless, within that one (1) year period, an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

Additionally, each Owner of any Unit by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to have assigned all rents, issues and profits (the "Collateral Assignment of Rents") on each such Unit to the Association, which Collateral Assignment of Rents shall become absolute upon default of such Unit Owner hereunder.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the Assessment installments for the remainder of the budget year to be accelerated and immediately due and payable. In the event that the amount of such installments changes during the remainder of the budget year, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

- 11.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.
- 11.5 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action.
- 11.6 First Mortgagee. The liability of a First Mortgagee, or its successor or assignees, who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments (or installments thereof) that became due prior to the First Mortgagee's acquisition of title is limited to the lesser of:
- (a) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the

acquisition of title and for which payment in full has not been received by the Association; or

- (b) One percent (1%) of the original mortgage debt.

As to a Unit acquired by foreclosure, the limitations set forth in clauses (a) and (b) above shall not apply unless the First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association, however, is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

A First Mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

- 11.7 Certificate of Unpaid Assessments. Within fifteen (15) days after written request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.
- 11.8 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, at the option of the Association. Initially, assessments will be collected monthly.
- 11.9 Application of Payments. Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.
12. Obligation for Expenses Relating to Hotel Unit.
- 12.1 Maintenance. As provided in Sections 3.3(d) and 7.3 above, the Hotel Unit Owner has granted easements with respect to certain portions of the Hotel Unit and agreed to repair, replace, improve, maintain, manage, operate, and insure the Hotel Unit, all to be done as determined and ordered by the Hotel Unit Owner, or otherwise as provided in Section 7.3. In consideration of the foregoing each Residential Unit Owner and each Retail/Commercial Unit Owner, by acceptance of a deed or other conveyance of the applicable Unit, and whether or not expressly stated, shall be deemed to agree that the costs incurred by the Hotel Unit Owner in (or reasonably allocated to) the repair, replacement, improvement, maintenance, management, operation, ad valorem tax obligations and insurance of the Shared Components, including, without reservation, the costs of operating a valet parking service, (including reasonable reserves if established by the Hotel Unit Owner and any assessments payable by the Hotel Unit Owner to the Association, the "Shared Costs") shall be paid for in part through charges (either general or special) imposed against the Residential Units and the Retail/Commercial Units in accordance with the terms hereof. No Owner may waive or otherwise escape liability for charges for the Shared Costs by non-use (whether voluntary or involuntary) of the Hotel Unit or abandonment of the right to use same. Notwithstanding anything herein contained to the contrary, the Hotel Unit Owner shall be excused and relieved from any and all maintenance, repair and/or replacement obligations with respect to the Hotel Unit to the extent that the funds necessary to perform same, to the extent the obligation of the Residential Unit Owners and the Retail/Commercial Unit Owners are not available through the charges imposed and actually collected. The Hotel Unit Owner shall have no obligation to fund and/or advance any deficit or shortfall in funds which were the obligation of the Residential Unit Owners and the Retail/Commercial Unit Owners in order to properly perform the maintenance, repair and/or replacement obligations described herein.
- 12.2 Easement. An easement is hereby reserved and created in favor of the Hotel Unit Owner, and its designees over the Condominium Property for the purpose of entering onto the Condominium Property for the performance of the maintenance, repair and replacement obligations herein described.
- 12.3 Charges to Unit Owners; Lien.
- (a) Developer, for all Units now or hereafter located within the Condominium Property, hereby covenants and agrees, and each Owner of any Residential Unit or any Retail/Commercial Unit by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or

other conveyance, shall be deemed to covenant and agree, to pay to the Hotel Unit Owner annual charges for the operation and insurance of, and for payment of one hundred percent (100.00%) of the Shared Costs (the "Shared Costs Allocation"), the establishment of reasonable reserves for the replacement of the Shared Components and the furnishings and finishings thereof, capital improvement charges, special charges and all other charges hereinafter referred to or lawfully imposed by the Hotel Unit Owner in connection with the repair, replacement, improvement, maintenance, management, operation, and insurance of the Shared Components, all such charges to be fixed, established and collected from time to time as herein provided. The annual charge, capital improvement charge and special charge, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Residential Units and shall be a continuing lien upon the Residential Units against which each such charge is made and upon all improvements thereon, from time to time existing. Each such charge, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Residential Units at the time when the charge fell due and all subsequent Owners of that Unit until paid, except as provided in Section 12.5 below. Reference herein to charges shall be understood to include reference to any and all of said charges whether or not specifically mentioned. Each Unit, except for the Hotel Unit, shall be assessed a "proportionate share" of the Shared Costs Allocation. The proportionate share for each Residential Unit shall be a fraction, the numerator of which is the percentage share allocated to the applicable Unit as set forth on Exhibit "3" to this Declaration, and the denominator of which is the aggregate of all percentage shares allocated to all Residential Units, all as set forth on Exhibit "3" to this Declaration.

- (b) In addition to the regular and capital improvement charges which are or may be levied hereunder, the Hotel Unit Owner shall have the right to collect reasonable reserves for the replacement of the Shared Components and the furnishings and finishings thereof and to levy special charges against an Owner(s) to the exclusion of other Owners for the repair or replacement of damage to any portion of the Hotel Unit (including, without limitation, improvements, furnishings and finishings therein) caused by the misuse, negligence or other action or inaction of an Owner or his guests, tenants or invitees. Any such special charge shall be subject to all of the applicable provisions of this Section including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special charge levied hereunder shall be due within the time specified by the Hotel Unit Owner in the action imposing such charge. The annual regular charges provided for in this Section shall commence on the first day of the month next following the recordation of this Declaration and shall be applicable through December 31 of such year. Each subsequent annual charge shall be imposed for the year beginning January 1 and ending December 31. The annual charges shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual installments if so determined by the Hotel Unit Owner (absent which determination they shall be payable monthly). The charge amount (and applicable installments) may be changed at any time by the Hotel Unit Owner from that originally stipulated or from any other charge that is in the future adopted by the Hotel Unit Owner. The original charge for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised charge to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The Hotel Unit Owner shall fix the date of commencement and the amount of the charge against the Residential Units for each charge period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Residential Units and charges applicable thereto which shall be kept in the office of the Hotel Unit Owner and shall be open to inspection by any Owner. Written notice of the charge shall thereupon be sent to every Unit Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to special charges. In the event no such notice of the charges for a new charge period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

- 12.4 Effect of Non-Payment of Charge; the Personal Obligation; the Lien; Remedies of the Hotel Unit Owners. If the charges (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such charges (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Unit and all improvements thereon which shall bind such Unit in the hands of the then Owner, and such Owner's heirs, personal representatives, successors and assigns. Except as provided in Section 12.5 to the contrary, the personal obligation of an Owner to pay such charge shall pass to such Owner's successors in title and

recourse may be had against either or both. If any installment of a charge is not paid within fifteen (15) days after the due date, at the option of the Hotel Unit Owner, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) and the Hotel Unit Owner may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Unit on which the charges and late charges are unpaid and all improvements thereon, may foreclose the lien against the applicable Unit and all improvements thereon on which the charges and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such charges, late charges and interest secured by the lien, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels. Failure of the Hotel Unit Owner (or any collecting entity) to send or deliver bills or notices of charges shall not relieve Owners from their obligations hereunder. The Hotel Unit Owner shall have such other remedies for collection and enforcement of charges as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

- 12.5 Subordination of the Hotel Unit Owner's Lien. The lien of the charges provided for in this Article shall be subordinate to real property tax liens and the lien of any first mortgage; provided, however, that any such mortgage lender when in possession, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any charge coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid charge which cannot be collected as a lien against any Unit by reason of the provisions of this Section shall be deemed to be a charge divided equally among, payable by and a lien against all Units, including the Units as to which the foreclosure (or conveyance in lieu of foreclosure) took place.
- 12.6 Curative Right. In the event (and only in the event) that the Hotel Unit Owner fails to maintain the Shared Components as required under this Declaration, the Association shall have the right to perform such duties; provided, however, that same may only occur after thirty (30) days' prior written notice to the Hotel Unit Owner and provided that the Hotel Unit Owner has not effected curative action within said thirty (30) day period (or if the curative action cannot reasonably be completed within said thirty (30) day period, provided only that the Hotel Unit Owner has not commenced curative actions within said thirty (30) day period and thereafter diligently pursued same to completion). To the extent that the Association must undertake maintenance responsibilities as a result of the Hotel Unit Owners' failure to perform same, then in such event, but only for such remedial actions as may be necessary, the Association shall be deemed vested with the Charge rights of the Hotel Unit Owner hereunder for the limited purpose of obtaining reimbursement from the Hotel Unit Owner for the costs of performing such remedial work.
- 12.7 Financial Records. The Hotel Unit Owner shall maintain financial books and records showing its actual receipts and expenditures with respect to the maintenance, operation, repair, replacement, alteration and insurance of the Shared Components, including the then current budget and any then proposed budget (the "Shared Components Records"). The Shared Components Records need not be audited or reviewed by a Certified Public Accountant. The Shared Components Records shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.
- 12.8 Limitation Upon Liability of Hotel Unit Owner. Notwithstanding the duty of the Hotel Unit Owner to maintain and repair the Shared Components, the Hotel Unit Owner shall not be liable to any other Unit Owners (nor their guests, tenants or invitees) for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Shared Components. Further, the Hotel Unit Owner shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Hotel Unit Owner pursuant to Section 8.1 hereof. The Hotel Unit also shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Hotel Unit Owner did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Hotel Unit Owner could not obtain such insurance at reasonable costs or upon reasonable terms.

12.9 Hotel Unit Owners Consent; Conflict. The provisions of this Section 12 shall not be amended, modified or in any manner impaired and/or diminished, directly or indirectly, without the prior written consent of 4/5<sup>th</sup> of the Residential Unit Owners and the prior written consent of the Hotel Unit Owner. In the event of any conflict between the provisions of this Section 12, and the provisions of any other Section of this Declaration, the provisions of this Section 12 shall prevail and govern.

13. Insurance. Insurance obtained by the Hotel Unit Owner pursuant to the requirements of this Section 13 shall be governed by the following provisions:

13.1 Purchase, Custody and Payment.

- (a) Purchase. All insurance policies required to be obtained by the Hotel Unit Owner hereunder shall be issued by an insurance company authorized to do business in Florida or by surplus lines carriers offering policies for properties in Florida.
- (b) Named Insured. The named insured shall be the Hotel Unit Owner, individually, or such designee as may be designated by the Hotel Unit Owner, and as agent for the Association and the Owners of Units covered by the policy, without naming them, and as agent for the holders of any mortgage on a Unit (or any leasehold interest therein), without naming them. The Association, Unit Owners and the holders of any mortgage on a Unit (or any leasehold interest therein) shall be deemed additional insureds.
- (c) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Hotel Unit Owner and the holders of any mortgage on the Hotel Unit, as their interests may appear.
- (d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Hotel Unit Owner upon request to the holders of any mortgage on a Unit. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
- (e) Personal Property and Liability. Except as specifically provided herein, the Hotel Unit Owner shall not be responsible to other Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Units, including, but not limited to, the Improvements, Owners' personal property, nor insurance for the Owners' personal liability and living expenses, nor for any other risks not otherwise insured in accordance herewith.

13.2 Coverage. The Hotel Unit Owner shall maintain insurance covering the following:

- (a) Casualty. The Shared Components, together with all fixtures, building service equipment, personal property and supplies constituting the Shared Components (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude, the Residential Units, the Retail/Commercial Units, the portions of the Hotel Unit which are not part of the Shared Components, and all furniture, furnishings, Unit floor coverings, wall coverings and ceiling coverings, other personal property owned, supplied or installed by Residential Unit Owners or Retail/Commercial Unit Owners (or tenants of same), and all electrical fixtures, appliances, air conditioner and heating equipment and water heaters to the extent not part of the Shared Components. Such policies may contain reasonable deductible provisions as determined by the Hotel Unit Owner. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Hotel Unit Owner, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

- (c) Worker's Compensation and other mandatory insurance, when applicable, to the extent applicable to the maintenance, operation, repair or replacement of the Shared Components.
- (d) Flood Insurance covering the Insured Property, if so determined by the Hotel Unit Owner.
- (e) Such Other Insurance as the Hotel Unit Owner shall determine from time to time to be desirable in connection with the Shared Components.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) as to property insurance policies, subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Hotel Unit Owner (or any of its employees, contractors and/or agents), one or more Unit Owners or as a result of contractual undertakings. Additionally, and each policy shall provide that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Hotel Unit Owner.

- 13.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Hotel Unit Owner may obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.
- 13.4 Premiums. Premiums upon insurance policies purchased by the Hotel Unit Owner pursuant to this Section 13 shall be among the costs assessed against the Unit Owners in accordance with the provisions of Section 12. Premiums may be financed in such manner as the Hotel Unit Owner deems appropriate.
- 13.5 Share of Proceeds. All insurance policies obtained by or on behalf of the Hotel Unit Owner pursuant to this Section 13 shall be for the benefit of the Hotel Unit Owner, the Association, the Unit Owners and the holders of any mortgage on a Unit (or any leasehold interest therein), as their respective interests may appear. The duty of the Hotel Unit Owner shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and the holders of any mortgage on the subject Unit(s) (or any leasehold interest therein) in accordance with the Allocated Interest attributable thereto.
- 13.6 Distribution of Proceeds. Proceeds of insurance policies required to be maintained by the Hotel Unit Owner pursuant to this Section 13 shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:
  - (a) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the Owners, remittances to Unit Owners and their mortgagees being payable jointly to them.
- 13.7 Hotel Unit Owner as Agent. The Hotel Unit Owner is hereby irrevocably appointed as agent and attorney-in-fact for the Association and each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Hotel Unit Owner and to execute and deliver releases upon the payment of claims.
- 13.8 Unit Owners' Personal Coverage. The insurance required to be purchased by the Hotel Unit Owner pursuant to this Section 13 shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance required to be carried by the Hotel Unit Owner hereunder.
- 13.9 Effect on Association. The Association shall only maintain such insurance as is expressly required to be maintained by the Association pursuant to the Act, it being the express intent of the Developer, as the Owner of each and every of the Units upon the recordation hereof, for itself and its successors and assigns, that the Association not be required to maintain insurance hereunder. To the extent that the Association is required to maintain insurance pursuant to the express requirements of the Act, then (a) as to any insurance required to be maintained by the Association, the Hotel Unit Owner shall be relieved and released of its obligation hereunder to maintain same, and (b) all of the



provisions hereof regarding said insurance, any claims thereunder and the distribution and application of proceeds thereunder shall be governed in accordance with the terms of this Declaration governing the insurance required to be maintained by the Hotel Unit Owner as if the references herein to the Hotel Unit Owner were references to the Association.

- 13.10 Benefit of Mortgagees. Certain provisions in this Section 13 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

14. Reconstruction or Repair After Fire or Other Casualty.

- 14.1 Determination to Reconstruct or Repair. Subject to the immediately following paragraph, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Hotel Unit Owner shall determine whether or not to repair and/or restore the Insured Property, and if a determination is made to effect restoration, the Hotel Unit Owner shall disburse the proceeds of all insurance policies required to be maintained by it under Section 13 to the contractors engaged in such repair and restoration in appropriate progress payments.

In the event the Hotel Unit Owner determines not to effect restoration to the Shared Components, the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their Allocated Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

- 14.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Hotel Unit Owner, provided, however, that if any reconstruction is undertaken, same shall be undertaken in such a manner to restore the Residential Units and/or the Retail/Commercial Units to substantially the same condition they were in prior to the occurrence of the casualty.
- 14.3 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Hotel Unit Owner, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners by the Hotel Unit Owner (which shall be deemed to be assessments made in accordance with, and secured by the lien rights contained in, Section 12 above) in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective Allocated Interests.
- 14.4 Benefit of Mortgagees. Certain provisions in this Section 14 are for the benefit of mortgagees of Units and may be enforced by any of them.

15. Condemnation.

- 15.1 Deposit of Awards. The taking of portions of the Shared Components by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Hotel Unit Owner. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Hotel Unit Owner; and in the event of failure to do so, in the discretion of the Hotel Unit Owner, a charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.
- 15.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 15.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty.
- 15.4 Taking of Shared Components. Awards for the taking of Shared Components shall be used to render the remaining portion of the Shared Components usable in the manner approved by the Hotel Unit Owner; provided, that if the cost of such work shall exceed

the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Shared Components. The balance of the awards for the taking of Shared Components, if any, shall be distributed to the Unit Owners in accordance with their Allocated Interests. Notwithstanding the foregoing, in the event that the costs of restoration resulting from any taking exceed \$1,000,000.00, then the Hotel Unit Owner shall have the sole right to determine whether or not to repair and/or restore in the same manner as is provided in Section 14 above with respect to a casualty loss. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the said mortgagees.

16. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

16.1 Occupancy. Each Residential Unit shall be used as a residence only, whether for permanent, temporary or transient use, except as otherwise herein expressly provided, all in accordance with all applicable county and state codes, ordinances and regulations. The Hotel Unit and the Retail/Commercial Units may be used for any lawful purpose, and may be used by the Owner(s) thereof and its/their guests, tenants and invitees. The provisions of this subsection 16.1 shall not be applicable to Units used by the Developer for model apartments, sales or resales offices or management or administrative services.

The rights of Residential Unit Owners and Retail/Commercial Unit Owners to use the Hotel Unit shall be limited to the extent granted in, and subject to the restrictions of, Section 3.3(d), and the obligation for payment of the assessments and charges set forth in Section 12 (provided, however, that in no event shall an Owner be denied access to and from the Owner's Unit). It is contemplated (but without creating an obligation whatsoever) that in addition to use as a typical hallway for pedestrian passage, the Hotel Unit will be utilized by the Hotel Unit Owner in such a manner as to provide hotel features for the Condominium, which may include (again without obligation, and without limitation) housekeeping, transient rental services and reservation services, room service, personal services, etc.

The provisions of this subsection 16.1 shall not be amended without the affirmative vote of not less than four-fifths (4/5ths) of the total voting interests of all Unit Owners.

16.2 Pet Restrictions. Domesticated dogs and/or cats may be maintained in a Residential Unit provided such pets are: (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in lanai areas, (iii) generally, not a nuisance to residents of other Units and (iv) not a pit bull or other breed considered to be dangerous by the Board of Directors; provided that neither the Developer, the Hotel Unit Owner, the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Developer, Hotel Unit Owner Board of Directors, each Unit Owner and the Association in such regard. Any such pets may not be brought onto the Shared Components, except only as permitted by the Hotel Unit Owner.

16.3 Parking. All vehicle parking shall be by valet only and subject to the procedures, rules and regulations adopted from time to time by the Hotel Unit Owner.

16.4 Hotel Related Service. The Owner from time to time of the Hotel Unit shall have the exclusive right (but not the obligation) to provide hotel and/or transient rental services, including, but not limited to, solicitation and/or provision of housekeeping, personal services (i.e., massage, personal training, dry cleaning, etc.) and/or food and beverage service, to the Condominium and the Unit Owners. No amendment to this Declaration or rule of the Association shall be adopted to impair or abridge the rights herein granted without an affirmative vote of not less than 80% of the voting interests of the Residential Unit Owners and 100% of the voting interests of the Hotel Unit Owner.

16.5 Alterations. Without limiting the generality of Section 8.1 hereof, but subject to Section 9 hereof, no Residential Unit Owner or Retail/Commercial Unit Owner shall cause or allow improvements or changes to any Residential Unit, Retail/Commercial Unit, Common Elements or Association Property, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building or the exterior of said Unit, without obtaining the prior written consent of the Association and/or Hotel Unit Owner, as applicable, in the manner specified in section 8.1 hereof. Curtains or drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Hotel Unit Owner, in which case they shall be removed and replaced with acceptable items.

- 16.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members. No activity specifically permitted by this Declaration, including, without limitation, activities or businesses conducted from the Hotel Unit, shall be deemed a nuisance.
- 16.7 No Improper Uses No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 16.7. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Section.
- 16.8 Leases. It is intended that the Units may be used for transient and/or hotel rentals. As such, leasing of Units or portions thereof shall not be subject to the approval of the Association and/or any other limitations, other than as expressly provided herein. Each tenant or occupant shall comply with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Hotel Unit Owner and/or Association from time to time, including, without limitation, any and all regulations and/or procedures adopted by the Hotel Unit Owner regarding mandatory check-in for Owners and residents, coordination of charging privileges and other matters reasonably necessary to allow Owners and hotel guests to be well integrated into a unified structure and operation. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association and/or the Hotel Unit Owner to repair any damage to the Common Elements, the Hotel Unit and/or the Shared Components resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special charges may be levied against the Unit therefor. All tenancies are hereby made subordinate to any lien filed by the Condominium Association or the Hotel Unit Owner, whether prior or subsequent to such lease. Notwithstanding the foregoing, there shall be no minimum lease term for the rental of Units, nor shall there be a maximum number of times that a Unit may be leased. There shall be no amendment to this Section 16.8, or to any other provision of this Declaration which shall impair the rights established in this Section 16.8, without the prior approval of eighty percent (80%) of the entire voting interests of all Unit Owners.
- 16.9 Weight and Sound Restriction. Hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers and bathrooms, unless same meets or exceeds the sound insulation parameters established from time to time by the Hotel Unit Owner. Also, the installation of any improvement or heavy object must be submitted to and approved by the Hotel Unit Owner, and be compatible with the overall structural design of the building. The Hotel Unit Owner may require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense. The Hotel Unit Owner will have the right to specify the exact material to be used on balconies. Any use guidelines set forth by the Hotel Unit Owner shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Hotel Unit Owner has the right to require immediate removal of violations. Each Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a high-rise building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.
- 16.10 Exterior Improvements. Without limiting the generality of Sections 8.1 or 16.5 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Hotel Unit Owner. Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way.

- 16.11 Access to Units. In order to facilitate access to Units by the Association for the purposes enumerated in Section 9.1 hereof, it shall be the responsibility of all Unit Owners to deliver a set of keys (or access card or code, as may be applicable) to their respective Units to the Association and the Hotel Unit Owner to use in the performance of its functions. No Owner shall change the locks to his Unit without so notifying the Association and Hotel Unit Owner and delivering to the Association and the Hotel Unit Owner a new set of keys (or access card or code, as may be applicable) to such Unit. The Hotel Unit Owner shall have the right to adopt reasonable regulations from time to time regarding access control and check-in, check-out procedures which shall be applicable to both hotel guests and Unit Owners.
- 16.12 Antennas, Satellite Dishes. To the extent permitted by applicable law, no Owner may install any antenna, satellite dish or other transmitting or receiving apparatus in or upon his or her Unit (and/or areas appurtenant thereto), without the prior written consent of the Hotel Unit Owner.
- 16.13 Storage on Balconies/Terraces. No equipment, materials or other items shall be kept or stored on any balcony or terrace area of the Condominium, including but not limited to towels, clothing, bicycles. The foregoing shall not prevent, however, placing and using patio-type furniture, planters and other items in such areas if same are normally and customarily used for a residential balcony or terrace area, but all such patio furniture, planters and others must be reasonably acceptable to the Hotel Unit Owner. In the event of any doubt or dispute as to whether a particular item is permitted hereunder, the decision of the Hotel Unit Owner shall be final and dispositive.
- 16.14 Effect on Developer. Subject to the following exceptions, the restrictions and limitations set forth in this Section 16 shall not apply to the Developer nor to Units owned by the Developer. The Developer shall not be exempt from the restrictions, if any, relating to requirements that leases or lessees be approved by the Association, pet restrictions, occupancy of Units based on age and vehicular restrictions, except as such vehicular restrictions relate to the Developer's construction, maintenance and marketing activities
17. Selling, Leasing and Mortgaging of Units. Subject to the provisions of this Declaration, each Unit Owner shall have the right to sell, lease or mortgage his or her Unit without restriction. When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.
18. Compliance and Default. The Association, each Unit Owner, occupant of a Unit, tenant and other invitee of a Unit Owner shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time and the provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:
- 18.1 Mandatory Nonbinding Arbitration of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall petition the Division for nonbinding arbitration. The arbitration shall be conducted according to rules promulgated by the Division and before arbitrators employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction in which the Condominium is located within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded the costs of the arbitration, and attorneys' fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision, if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to

an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.

- 18.2 Negligence and Compliance. A Unit Owner and/or tenant of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association. In the event a Unit Owner, tenant or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines, to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance, provided, however, that nothing contained in this Section 19.2 shall authorize the Association to enter a Unit to enforce compliance. In any proceeding arising because of an alleged failure of a Unit Owner, a tenant or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering his reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

19. Termination of Condominium. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least 80% of the applicable interests in the Common Elements and by the Primary Institutional First Mortgagee. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of the partition sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County.

This Section may not be amended without the consent of the Primary Institutional First Mortgagee and the Developer as long as it owns any Unit.

20. Additional Rights of Mortgagees and Others.

- 20.1 Availability of Association Documents. The Association shall have current and updated copies of the following available for inspection by Institutional First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles; (c) the By-Laws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.
- 20.2 Notices. Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of:
- (a) any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;
  - (b) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit;
  - (c) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
  - (d) any proposed action which requires the consent of a specified number of mortgage holders.
- 20.3 Additional Rights. Institutional First Mortgagees shall have the right, upon written request to the Association, to: (a) receive a copy of an audited financial statement of the

Association for the immediately preceding fiscal year if such statements were prepared, and (b) receive notices of and attend Association meetings.

21. Covenant Running With the Realty. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Realty and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Realty or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations, all as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, all as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.
22. Disclaimer of Warranties. Developer hereby disclaims any and all express or implied warranties as to continuance of any particular view (it being understood and agreed that construction on any adjacent properties may obstruct such view), design, construction, sound transmission, furnishing and equipping of the Condominium Property, except only those set forth in section 718.203 of the Act, to the extent applicable and to the extent that same have not expired by their terms. As to such warranties which cannot be disclaimed, and to other claims, if any, which can be made as to the aforesaid matters, all incidental and consequential damages arising therefrom are hereby disclaimed. All unit owners, by virtue of acceptance of title to their respective units (whether from the Developer or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages.
23. Additional Provisions.
- 23.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.
- 23.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 23.3 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.
- 23.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 23.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

- 23.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 23.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, paragraph, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 23.8 Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
- 23.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.
- 23.10 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.
- 23.11 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- 23.12 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.
- 23.13 Liability. Notwithstanding anything contained herein or in the Articles of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the association (collectively, the "Association Documents"), neither the Hotel Unit Owner nor the Association, except to the extent specifically provided to the contrary herein, shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium and/or Association Property including, without limitation, Owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:
- (a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and/or the Hotel Unit Owner and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;
  - (b) neither the Hotel Unit Owner nor the Association are empowered, and neither has been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, County and/or any other jurisdiction or the prevention of tortious activities; and
  - (c) the provisions of the Association Documents setting forth the uses of assessments and/or which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Hotel Unit Owner and/or Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties (by virtue of

accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Hotel Unit Owner and/or Association arising from or connected with any matter for which the liability of the Hotel Unit Owner and/or Association has been disclaimed hereby. As used herein, (i) "Association" shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns, and (ii) "Hotel Unit Owner" shall include within its meaning all of its members, and its and their directors, officers, shareholders, employees, agents, contractors (including management companies), subcontractors, successors and assigns,. The provisions hereof shall also inure to the benefit of Developer, which shall be fully protected hereby.

23.14 **NO REPRESENTATIONS OR WARRANTIES.** NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DEVELOPER, HOTEL OWNER OR ITS OR THEIR AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE CONDOMINIUM PROPERTY, THE SHARED COMPONENTS, THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DEVELOPER OR HOTEL OWNER FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

**IN WITNESS WHEREOF**, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witnessed by:

**Luxury Resorts International, Inc., a Florida corporation**

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Corporate Seal)

Name: \_\_\_\_\_

Address: 1815 Griffin Road  
Suite 202  
Dania, Florida 33004

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2002 by \_\_\_\_\_ as \_\_\_\_\_ President of **Luxury Resorts International, Inc., a Florida corporation**, on behalf of said company. He/she is personally known to me or produced \_\_\_\_\_ as identification.

Name: \_\_\_\_\_

My commission expires:

Notary Public, State of Florida  
Commission No: \_\_\_\_\_

\_\_\_\_\_

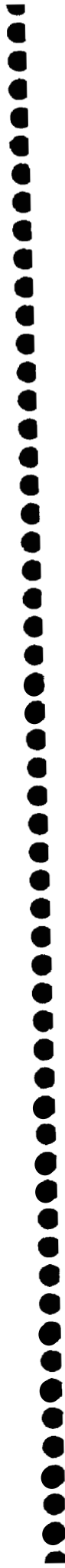


EXHIBIT "1"  
TO  
DECLARATION  
OF  
THE ATLANTIC HOTEL CONDOMINIUM

The legal description of the Condominium is set forth on Sheet 3  
of 68 of Exhibit "2" to this Declaration of Condominium

EXHIBIT '2"  
TO  
DECLARATION  
OF  
THE ATLANTIC HOTEL CONDOMINIUM

The survey/plot plan is attached hereto (and the references on the attached pages to Exhibit "B" are erroneous, and instead should be references to Exhibit "2")



**THE ATLANTIC**  
FORT LAUDERDALE, FLORIDA

STATE OF FLORIDA

SS

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared DANIEL C. FORTIN, by me well known and known to me to be the person hereinafter described, who being by me first duly cautioned and sworn, deposes and says on oath as follows, to wit:

1. That he is a duly registered and duly licensed Surveyor and Mapper authorized to practice under the laws of the State of Florida.

2. Affiant hereby certifies that the attached sketch and floor plans marked Exhibit B, together with the wording of the Declaration of Condominium is an accurate representation of the location and dimensions of the PROPOSED IMPROVEMENTS to the land according to the plans and specifications, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each condominium unit therein. There may exist some variance, between the proposed improvements and the improvements as constructed.

3. That the improvements represented hereon are proposed and have not been constructed and must be inspected, measured, and recertified upon "substantial" completion in accordance with the provisions of Florida Statute 718.104

4. That the architectural plans used in the preparation of this Exhibit B, were prepared by OSCAR I. GARCIA, A.I.A. Architect Fl. Lic: AR0012551, 408 S. ANDREWS SUITE 101 FT, LAUDERDALE, FLORIDA 33301 Phone: (954) 462-9040 (954) 462-1090 Fax.

5. That the Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929, based on project datum.

FURTHER AFFIANT SAYETH NAUGHT.  
FORTIN, LEAVY, SKILES, INC., LB3653

By: \_\_\_\_\_  
Daniel C. Fortin, For The Firm  
PROFESSIONAL SURVEYOR AND MAPPER LS2853  
State of Florida

STATE OF FLORIDA

SS

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this November 19, 2001 by DANIEL C. FORTIN, who is personally known to me and who did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC— State of Florida

**FORTIN, LEAVY, SKILES, INC.**  
CONSULTING ENGINEERS, SURVEYORS & MAPPERS

180 Northeast 168th. Street / North Miami Beach, Florida. 33162  
Ph 305-653-4493 / Fax 305-651-7152 / Email fls@bellsouth.net

Date November 19, 2001

Dwg No 6001-001

Job No 010109

**EXHIBIT B**

**SHEET 1 OF 68**

Cad No. 010109 Drawn By: RUM Date Printed: 11/19/01 12:45p

  
**THE ATLANTIC**  
FORT LAUDERDALE, FLORIDA

**LEGAL DESCRIPTION:**

Lot 1, A RESUBDIVISION OF BLOCK E, BIRCH OCEAN FRONT SUBDIVISION NO. 2, according to the plat thereof as recorded in Plat Book 26 at Page 33 of the Public Records of Broward County, Florida.

**SURVEYOR'S NOTES:**

- This site lies in Section 6, Township 50 South, Range 43 East, City of Fort Lauderdale, Broward County, Florida.
- All documents are recorded in the Public Records of Broward County, Florida unless otherwise noted.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- Bearings hereon are referred to an assumed value of S 02°00'47" W for the West right of way line of North Atlantic Boulevard (State Road A-1-A), and evidenced by (2) set nail & disk.
- Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929, based on Broward County Bench Mark R-72, Elevation +8.29 Located by brass disk in sidewalk.
- Lands shown hereon are located in Federal Flood Zone X & A0 (Depth 1') per Community Panel No. 125105 0217 F, dated August 18, 1992, and index map revised October 2, 1997.
- Dimensions indicated hereon are field measured using a total station electronic distance measurement (EDM), unless otherwise noted.
- Lands shown hereon containing 36,970 square feet, or 0.849 acres, more or less.
- Precision of closure 1:10,000 - Commercial Class Survey.
- Roof overhang not located unless otherwise shown.
- Underground improvements and/or underground encroachments not shown unless otherwise indicated.
- The approximate location of all utilities shown hereon were determined from As-Built plans and/or on-site locations and should be verified before construction.
- Legal description shown hereon furnished by client.

**SURVEYOR'S CERTIFICATION:**

I hereby certify that this "Boundary & Topographic Survey" was made under my responsible charge on February 5, 2001, and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: \_\_\_\_\_

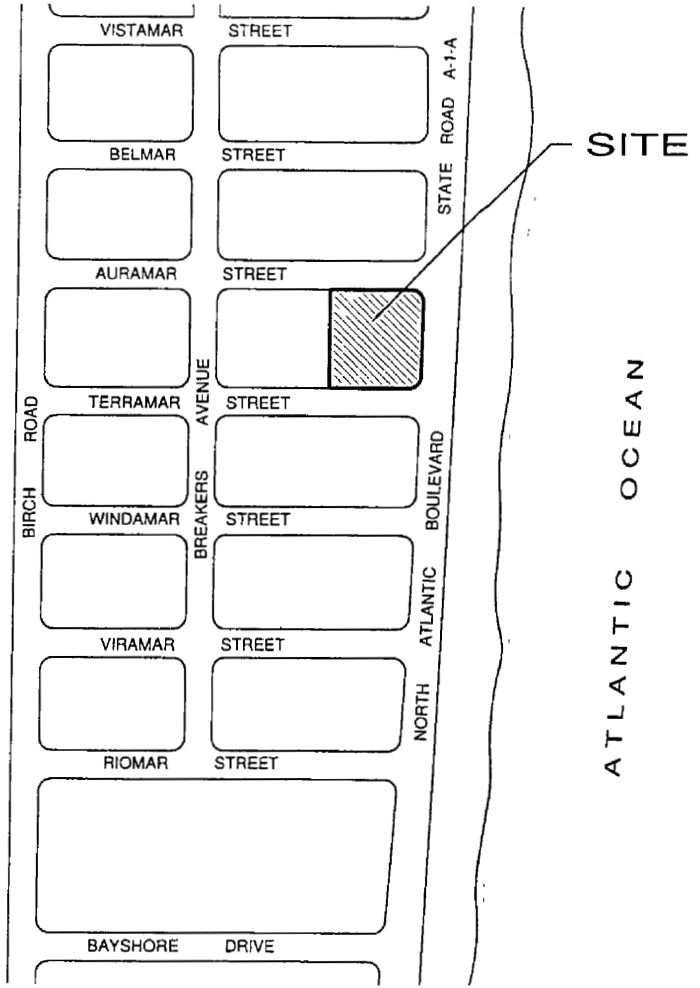
Daniel C. Fortin, For The Firm  
Surveyor and Mapper, LS2853  
State of Florida.

**LEGAL DESCRIPTION SURVEYORS NOTES  
AND CERTIFICATION**



# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



LOCATION SKETCH  
SCALE: 1" = 300'

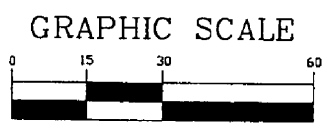


Cad No. 0101095 Drawn By: RJM Date Printed: 11/19/01 12:45a

## VICINITY MAP

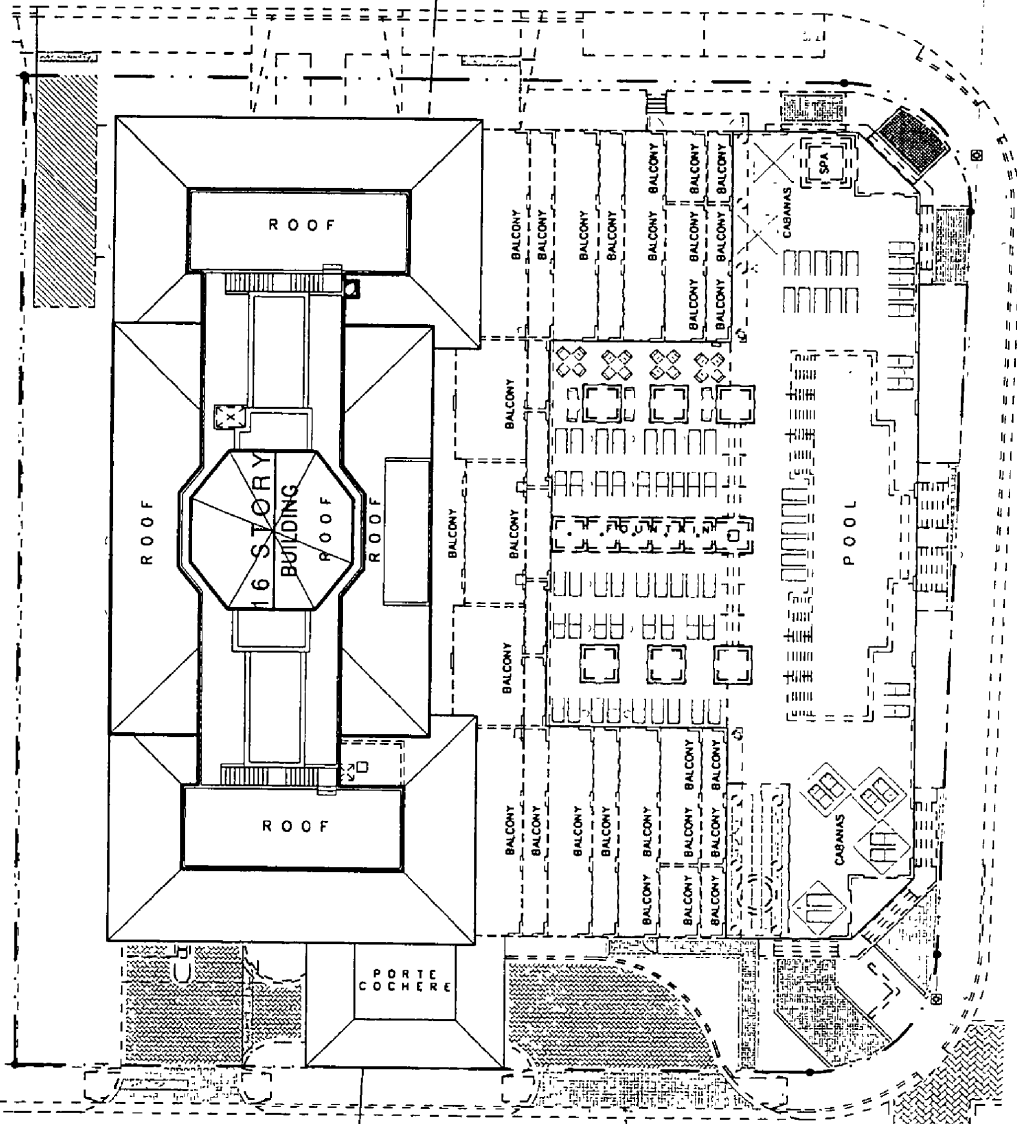
# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



( IN FEET )  
1 inch = 30 ft

AURAMAR STREET



N. ATLANTIC BOULEVARD (STATE ROAD A-1-A)

TERRAMAR STREET

LEGEND:  
----- COMMON ELEMENT  
BOUNDARY LINE

SITE PLAN

EXHIBIT B

SHEET 5 OF 68

Cod No. 0101095P Drawn By: RJM Date Printed: 11/19/01 12:45p

# THE ATLANTIC

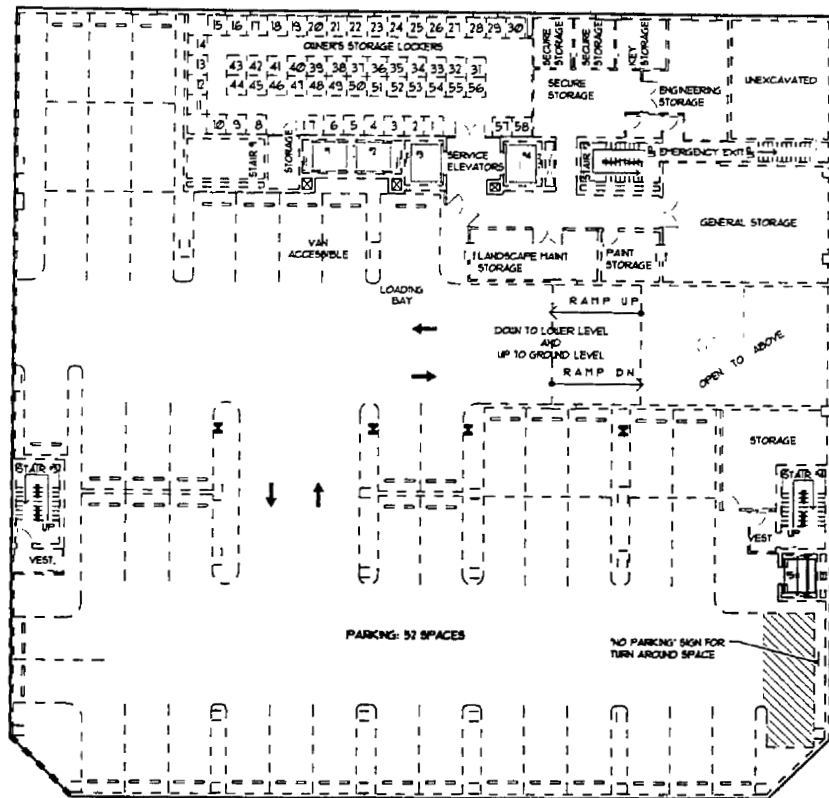
FORT LAUDERDALE, FLORIDA



GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.



ALL (HOTEL) UNLESS OTHERWISE NOTED.

LEGEND:

----- COMMON ELEMENT  
BOUNDARY LINE

## LOWER LEVEL FLOOR PLAN

EXHIBIT B

SHEET 6 OF 68

Cad No. 010109LL Drawn By: RJM Date Printed: 11/19/01 12:45a

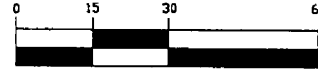


# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

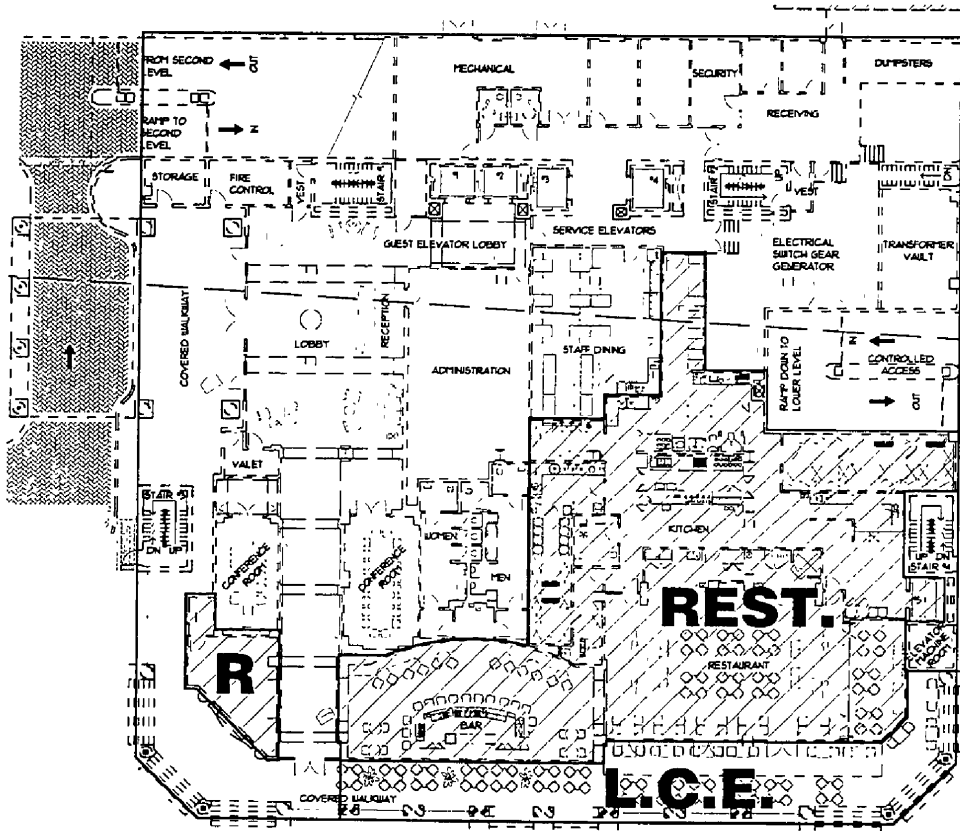


GRAPHIC SCALE



( IN FEET )

1 inch = 30 ft.



ALL (HOTEL) UNLESS OTHERWISE NOTED

LEGEND:

- COMMON ELEMENT BOUNDARY LINE
- ▭ LIMITED COMMON ELEMENTS

**R** RETAIL

**REST.** RESTAURANT

## GROUND LEVEL FLOOR PLAN

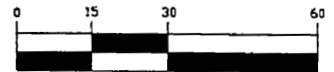
Cod No. 010109LL Drawn By: RJM Date Printed: 11/19/01 12:45c

# THE ATLANTIC

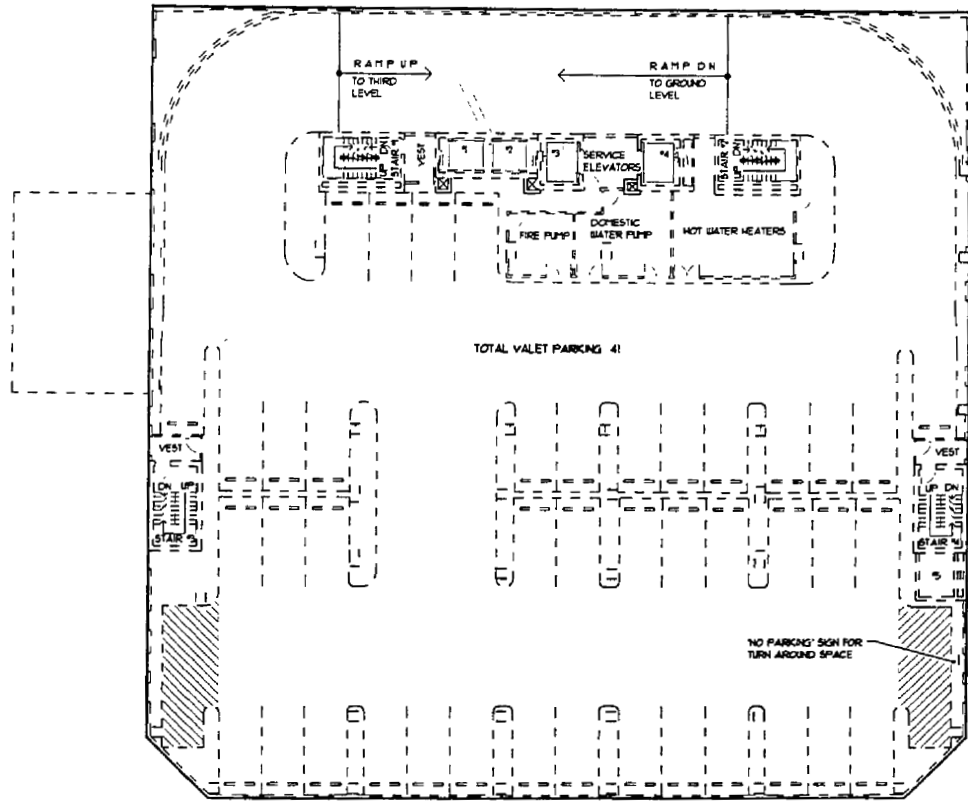
FORT LAUDERDALE, FLORIDA



GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.



ALL (HOTEL) UNLESS OTHERWISE NOTED.

LEGEND:

----- COMMON ELEMENT  
BOUNDARY LINE

Cod No. 010109LL Drawn By: RJM Date Printed: 11/19/01 12:45a

## SECOND LEVEL FLOOR PLAN

EXHIBIT B

SHEET 8 OF 68

# THE ATLANTIC

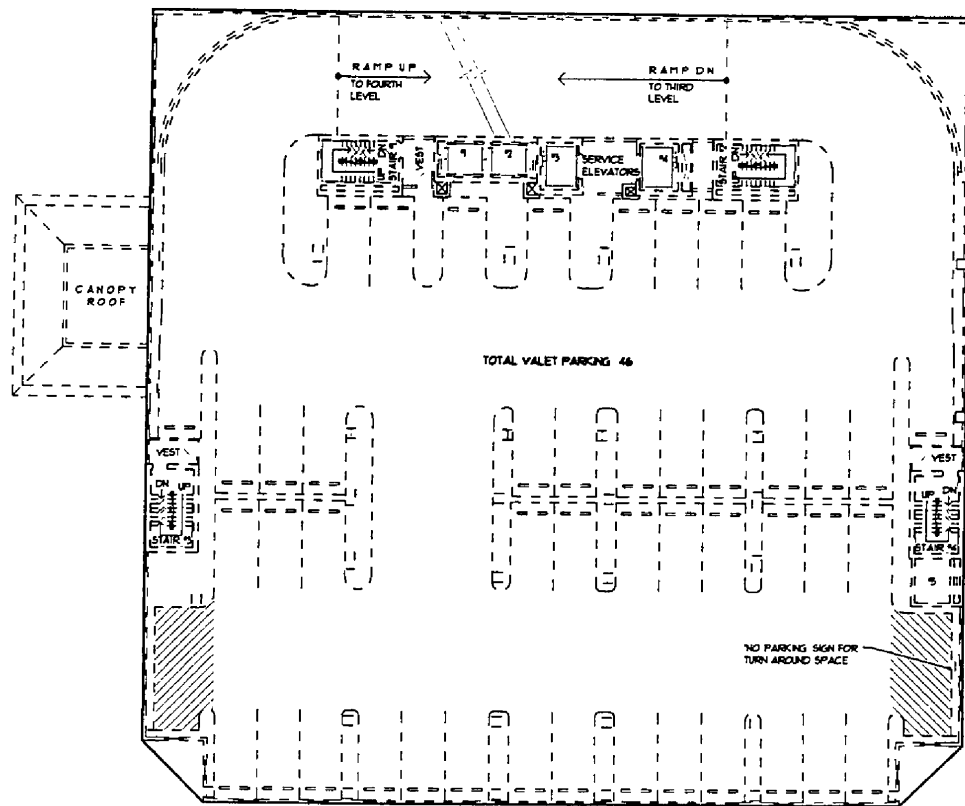
FORT LAUDERDALE, FLORIDA



GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.



ALL (HOTEL) UNLESS OTHERWISE NOTED.

LEGEND:

----- COMMON ELEMENT  
BOUNDARY LINE

## THIRD LEVEL FLOOR PLAN

EXHIBIT B

SHEET 9 OF 68

Cad No. 010109LL Drawn By: RJM Date Printed: 11/19/01 12:45a

# THE ATLANTIC

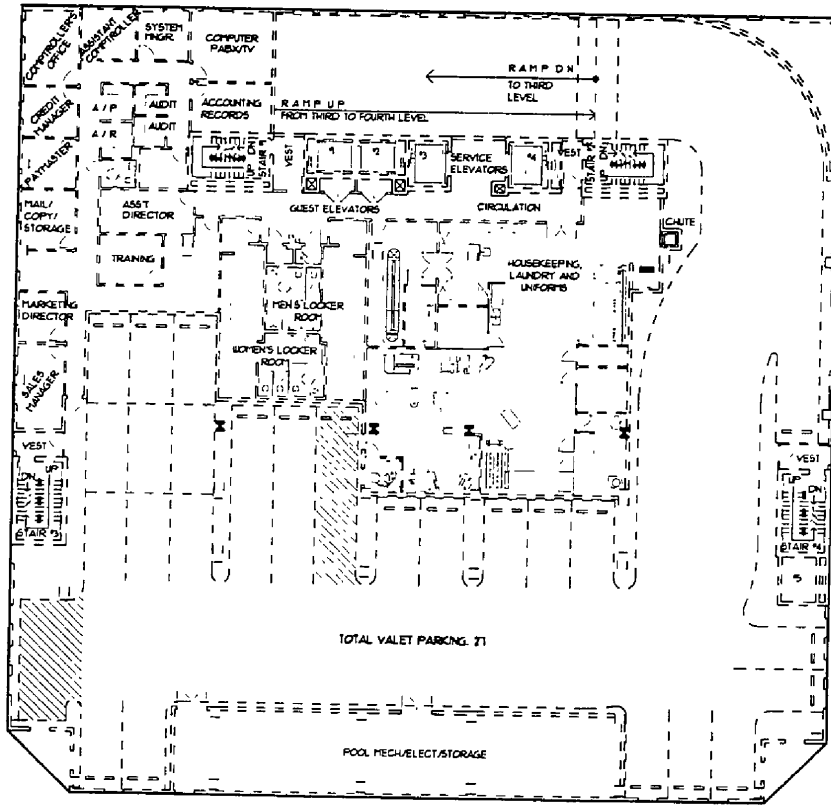
FORT LAUDERDALE, FLORIDA



GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.



ALL (HOTEL) UNLESS OTHERWISE NOTED.

LEGEND:

----- COMMON ELEMENT  
BOUNDARY LINE

## FOURTH LEVEL FLOOR PLAN

EXHIBIT B

SHEET 10 OF 68

# THE ATLANTIC

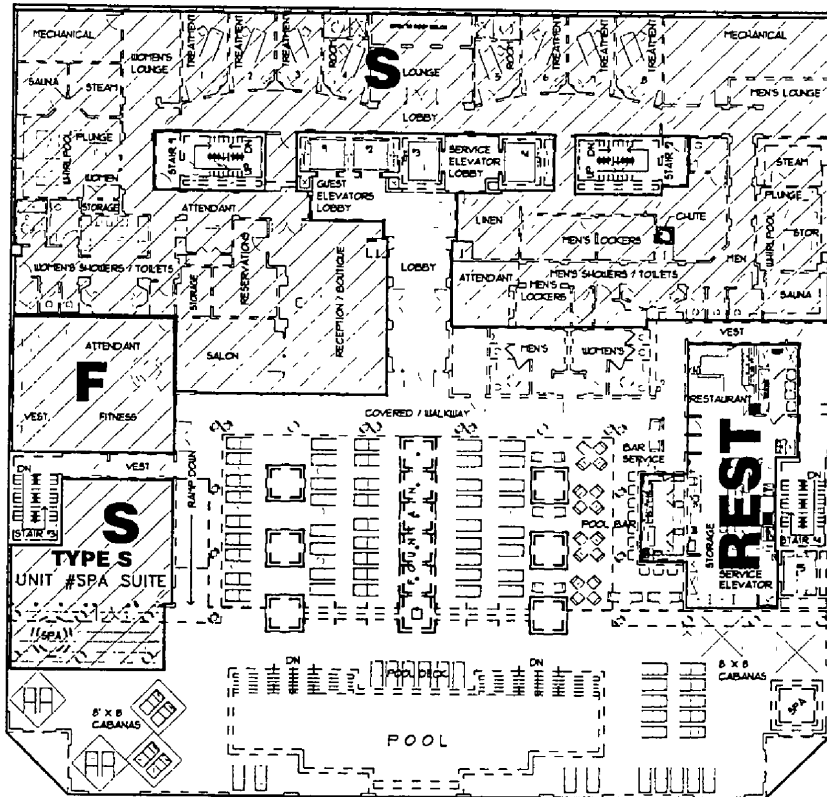
FORT LAUDERDALE, FLORIDA



GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.



ALL (HOTEL) UNLESS OTHERWISE NOTED.

- LEGEND:
- COMMON ELEMENT BOUNDARY LINE
  - F** FITNESS
  - S** SPA
  - REST.** RESTAURANT

## FIFTH LEVEL FLOOR PLAN

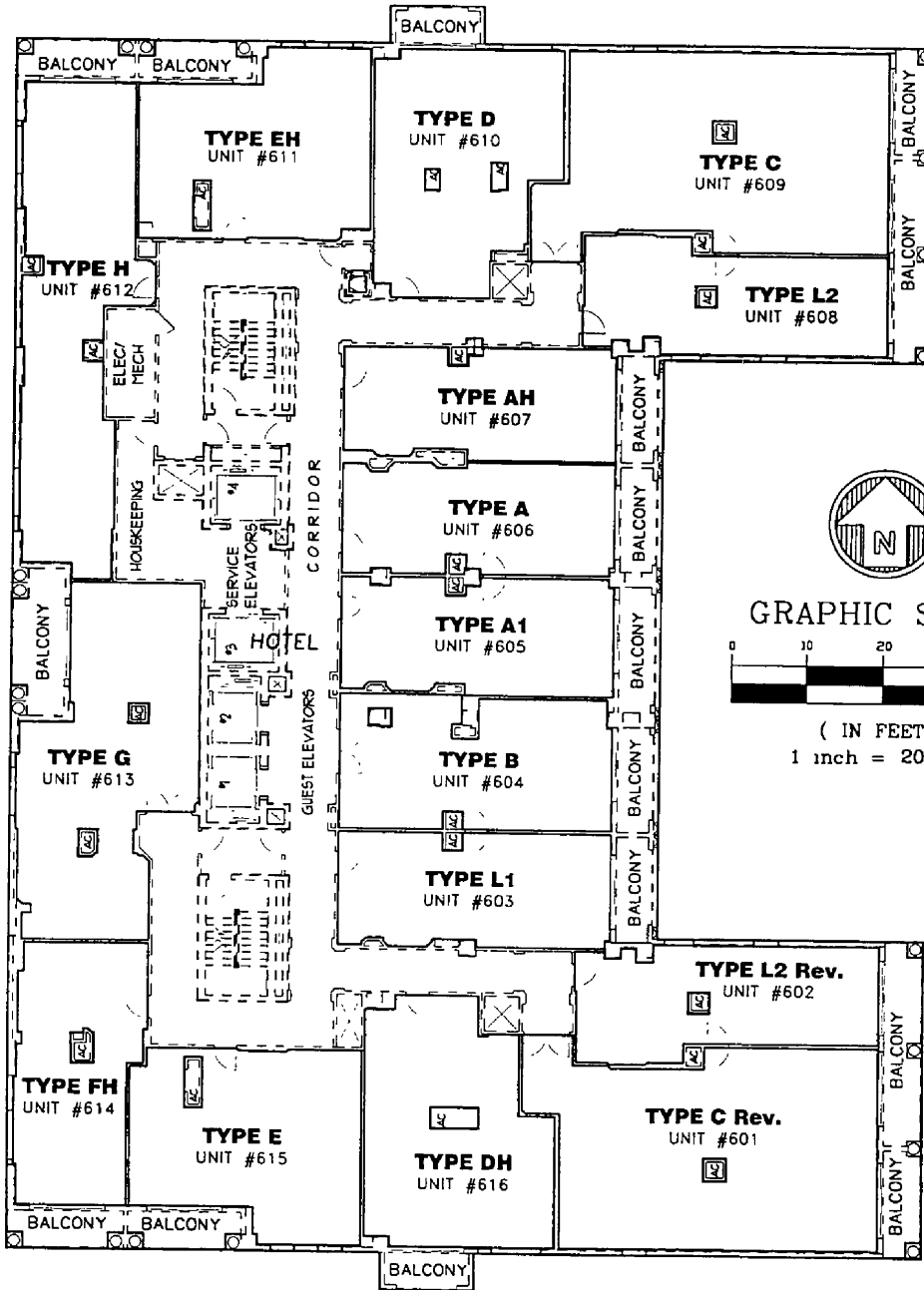
EXHIBIT B

SHEET 11 OF 68

Cadd No. 0101098LL Drawn By: RGM Date Printed: 11/19/01 12:45a

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

EXCEPT FOR NUMBERED UNITS,  
ALL IMPROVEMENTS ON THIS FLOOR ARE (HOTEL).

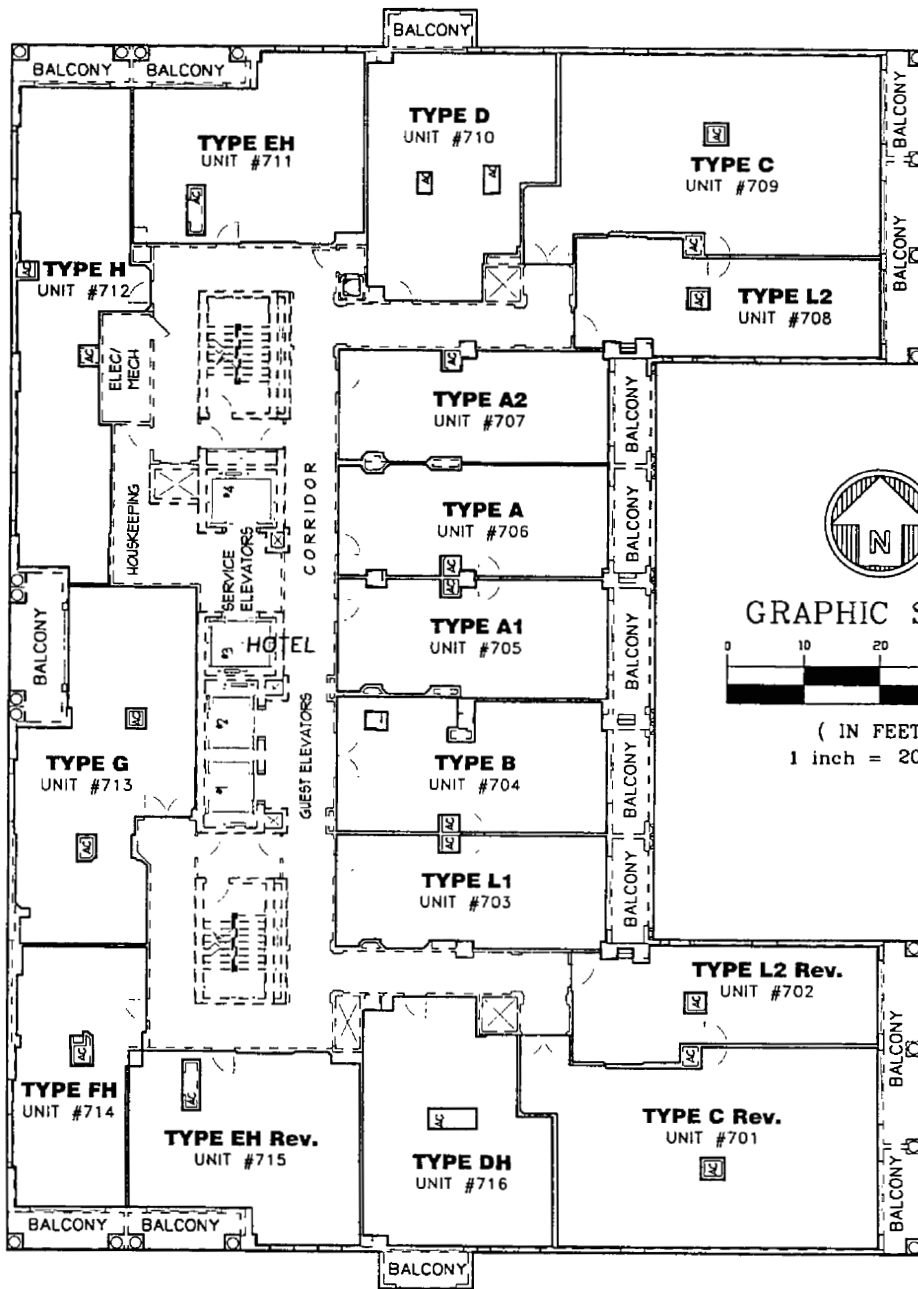
## SIXTH LEVEL FLOOR PLAN

**EXHIBIT B**

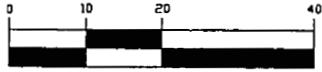
**SHEET 12 OF 68**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

LEGEND:

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

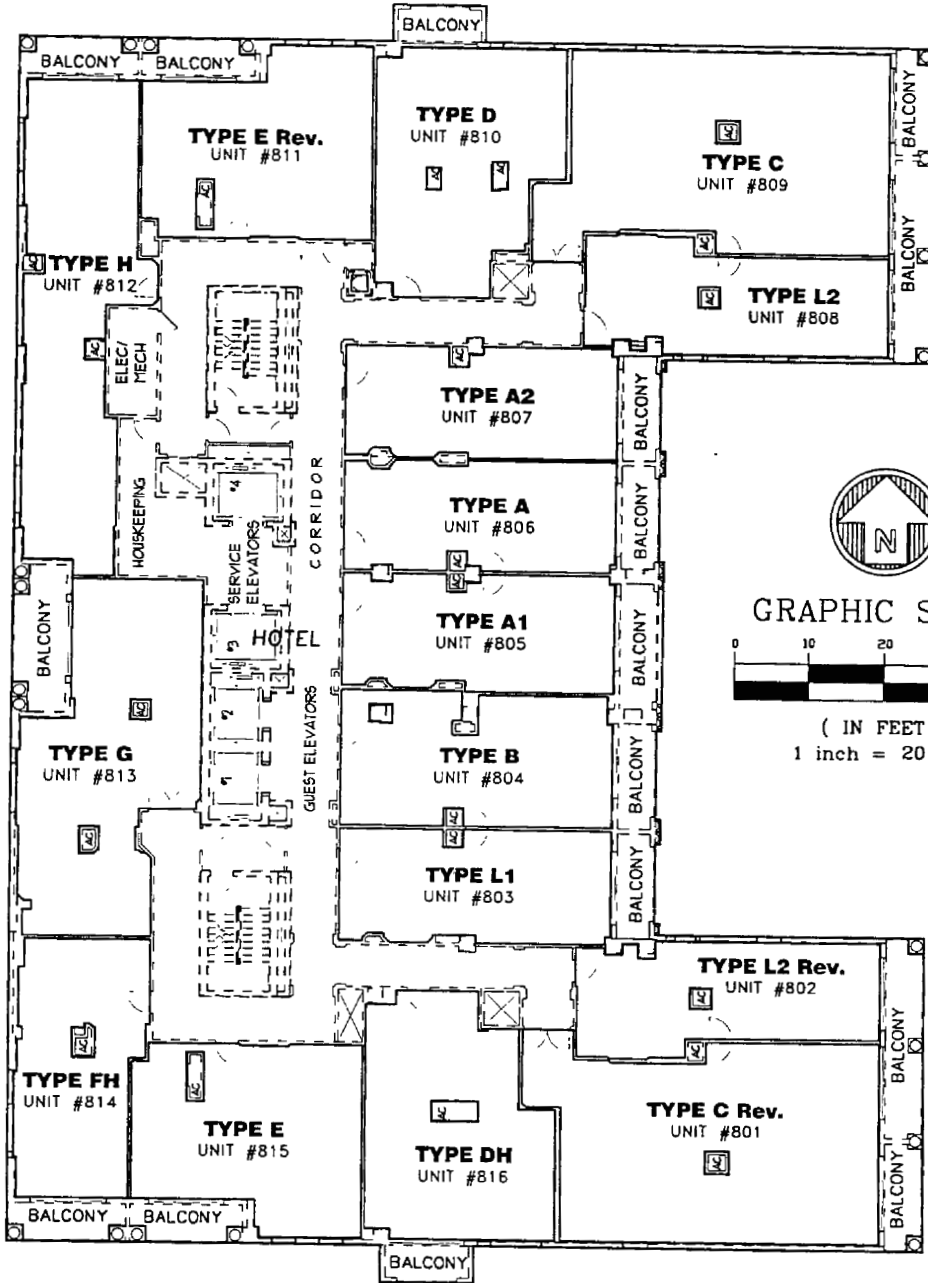
EXCEPT FOR NUMBERED UNITS,  
ALL IMPROVEMENTS ON THIS FLOOR ARE (HOTEL).

## SEVENTH LEVEL FLOOR PLAN

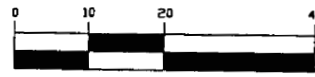
Cod No. 010109F Drawn By: RJM Date Printed: 11/19/01 12:45p

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

EXCEPT FOR NUMBERED UNITS,  
ALL IMPROVEMENTS ON THIS FLOOR ARE (HOTEL).

## EIGHTH LEVEL FLOOR PLAN

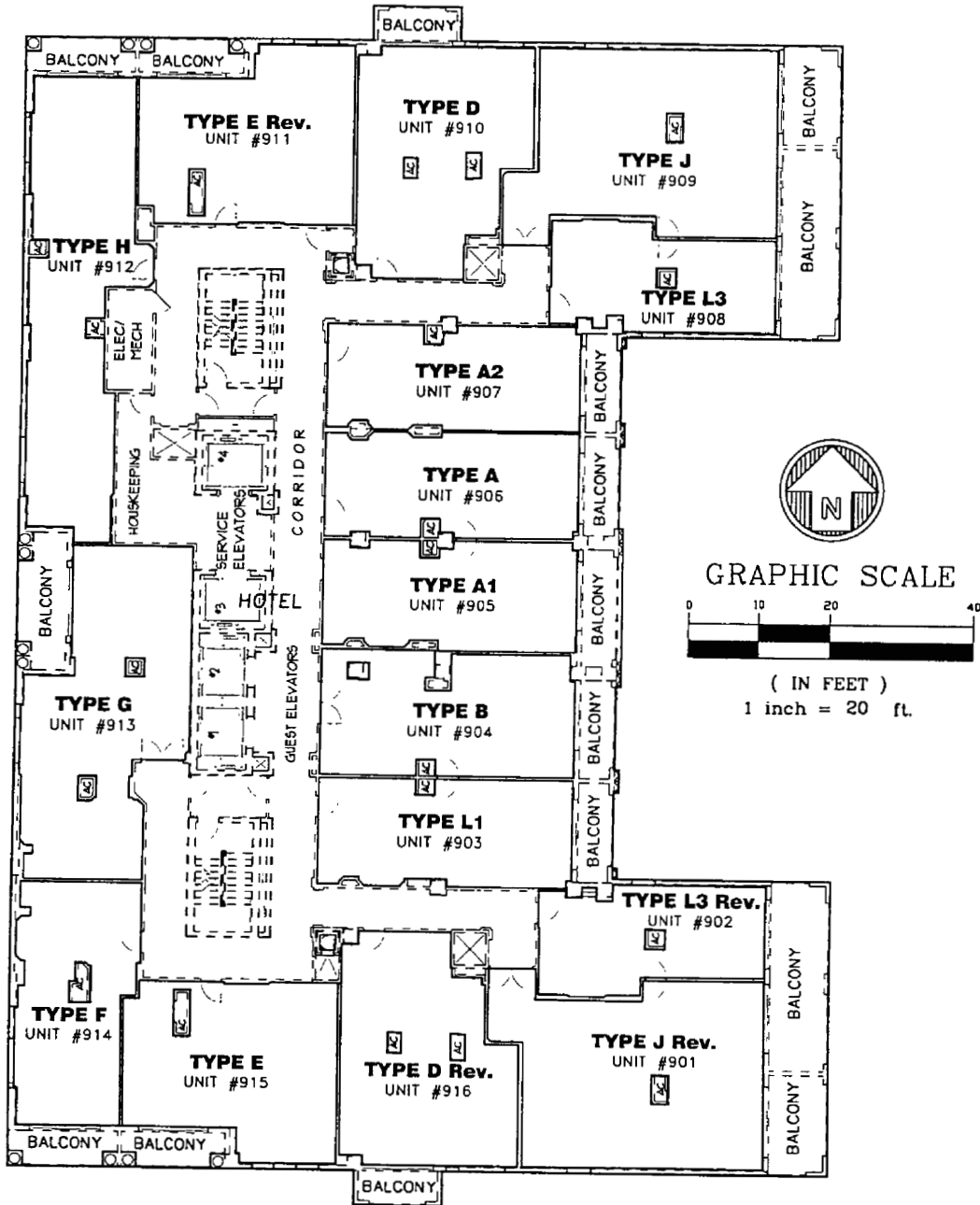
EXHIBIT B

SHEET 14 OF 68



# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

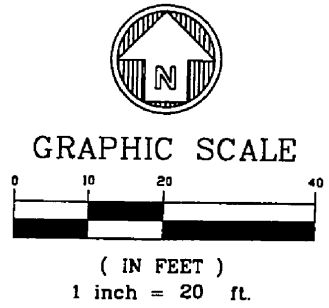
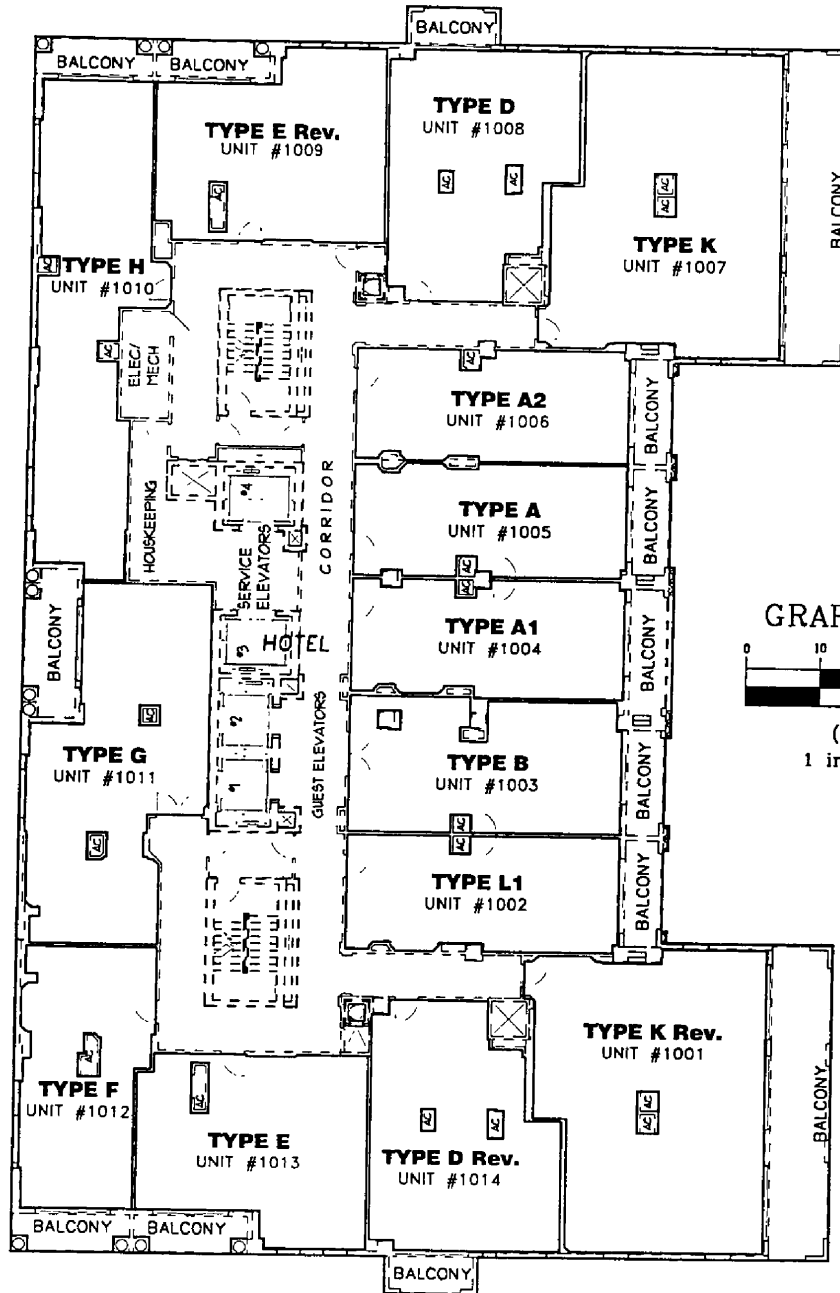
EXCEPT FOR NUMBERED UNITS,  
ALL IMPROVEMENTS ON THIS FLOOR ARE (HOTEL).

## NINTH LEVEL FLOOR PLAN

Cad No. 010106F Drawn By: RLM Date Printed: 11/19/01 12:45p

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



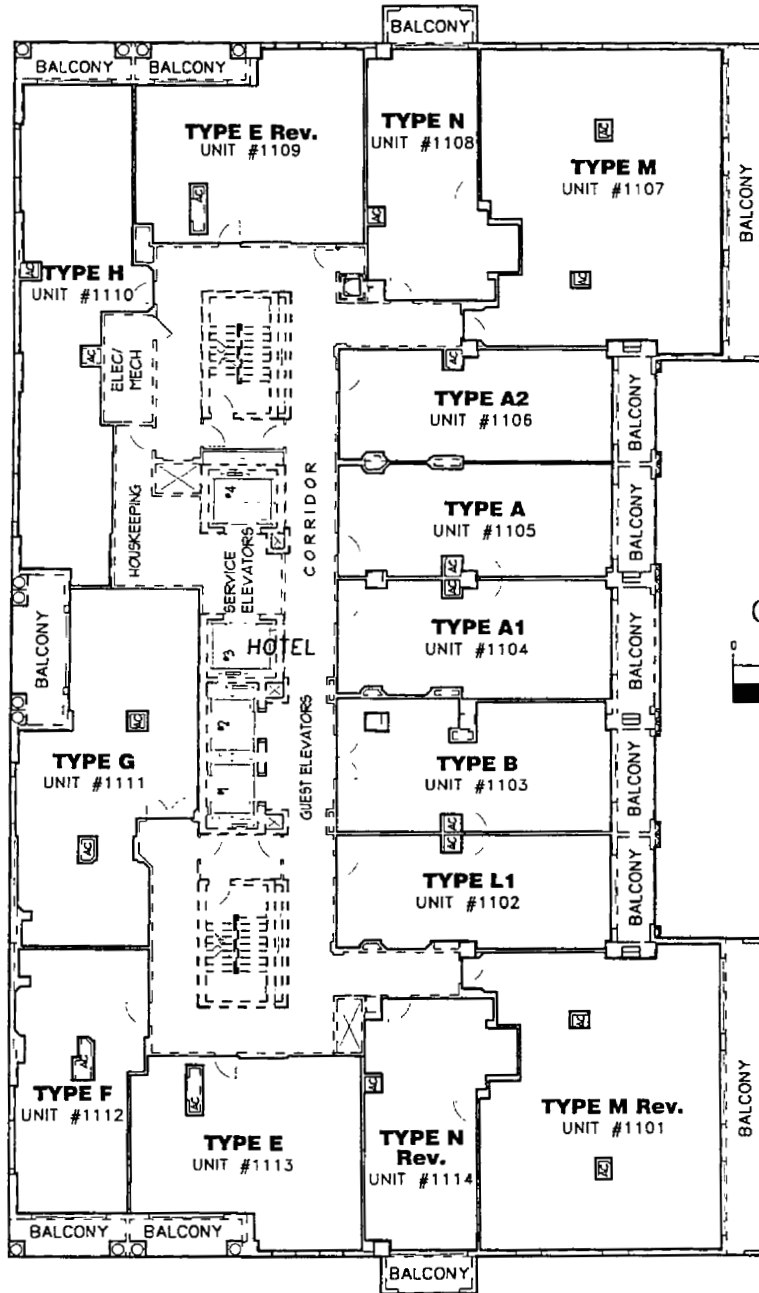
Cod No. 010109F Drawn By: RJM Date Printed: 11/19/01 12:45p

- LEGEND:**
- CONDOMINIUM BOUNDARY
  - - - - COMMON ELEMENT BOUNDARY LINE
  - LIMITED COMMON ELEMENTS

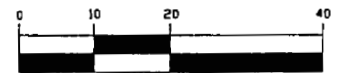
EXCEPT FOR NUMBERED UNITS,  
ALL IMPROVEMENTS ON THIS FLOOR ARE (HOTEL).

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

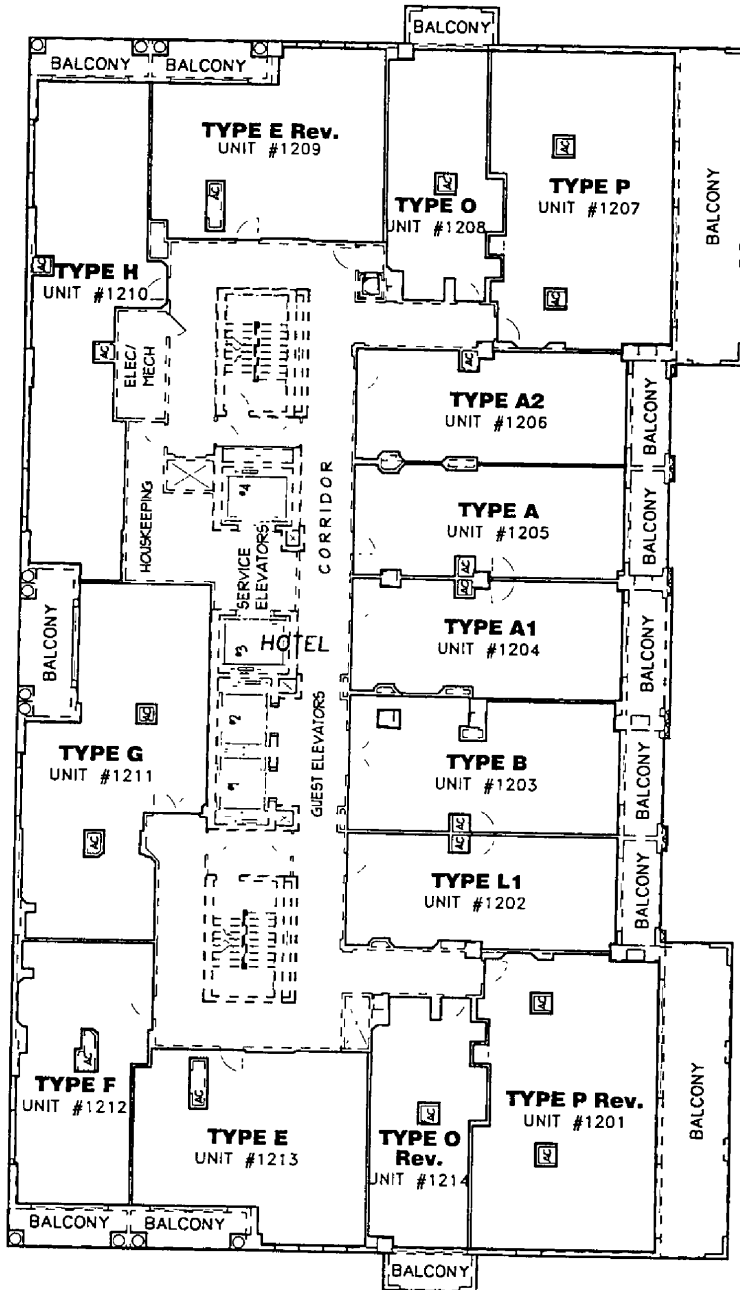
EXCEPT FOR NUMBERED UNITS,  
ALL IMPROVEMENTS ON THIS FLOOR ARE (HOTEL).

## ELEVENTH LEVEL FLOOR PLAN

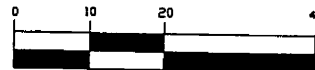
Cdd No. 010109F Drawn By: RJM Date Printed: 11/19/01 12:45p

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

EXCEPT FOR NUMBERED UNITS,  
ALL IMPROVEMENTS ON THIS FLOOR ARE (HOTEL).

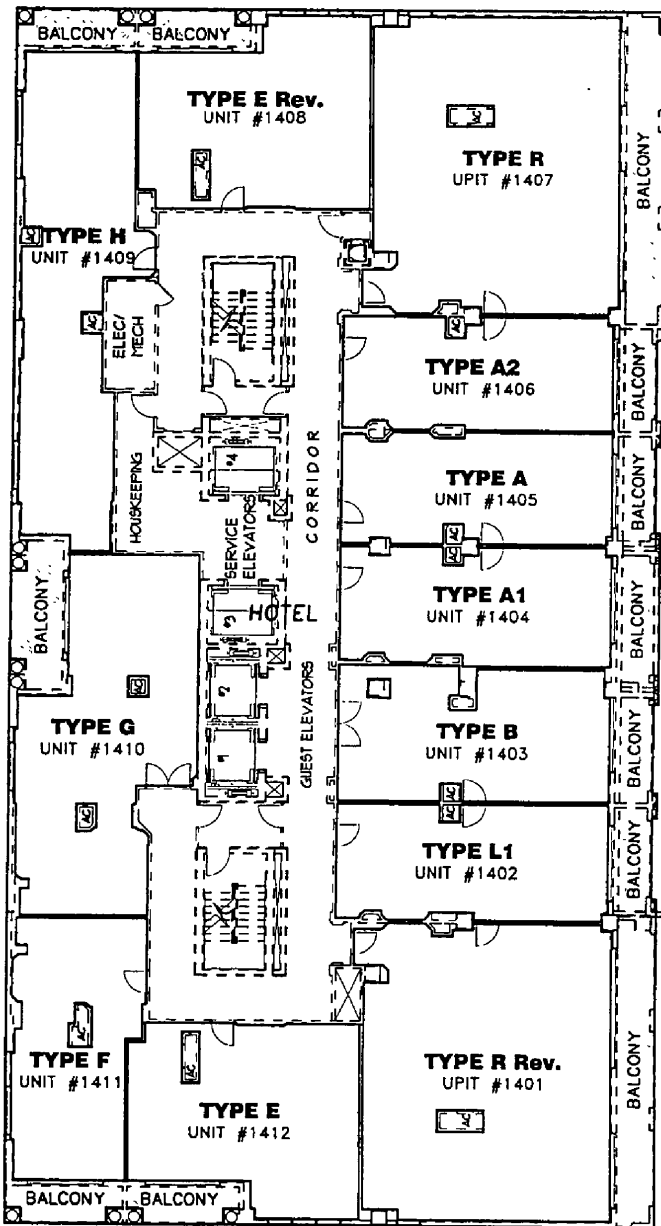
## TWELFTH LEVEL FLOOR PLAN

EXHIBIT B

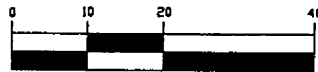
SHEET 18 OF 68

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

LEGEND:

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

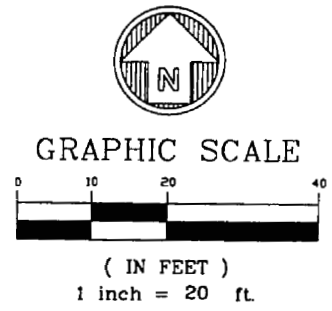
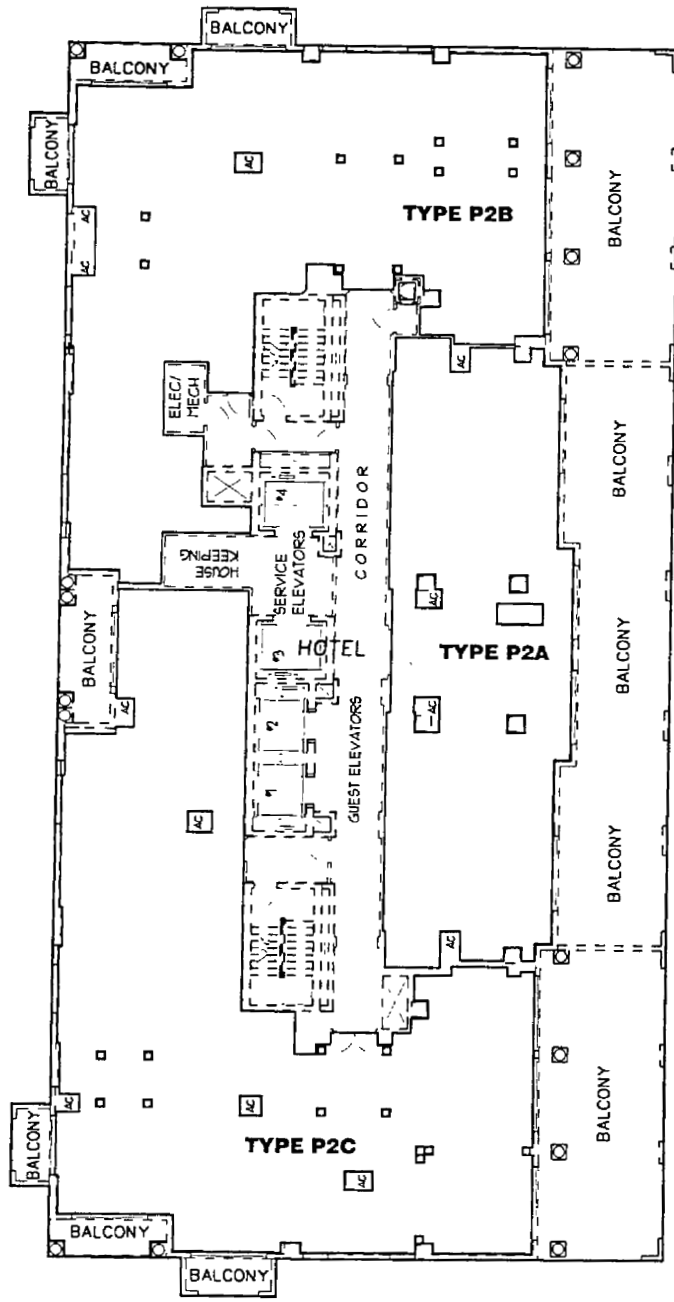
EXCEPT FOR NUMBERED UNITS,  
ALL IMPROVEMENTS ON THIS FLOOR ARE (HOTEL).

## FOURTEENTH LEVEL FLOOR PLAN

(NOTE: THERE IS NO 13th LEVEL)

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

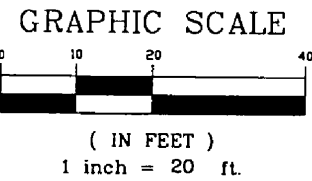
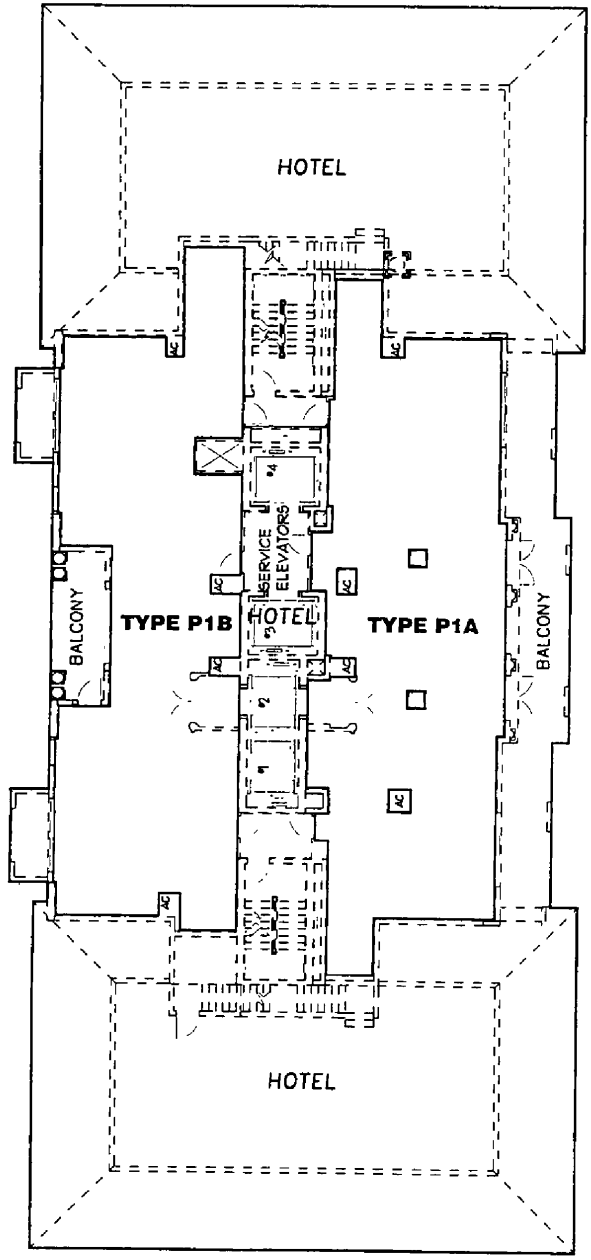
Cod No. 010109f Drawn By: RJM Date Printed: 11/19/01 12:45o

- LEGEND:**
- CONDOMINIUM BOUNDARY
  - - - COMMON ELEMENT BOUNDARY LINE
  - ▭ LIMITED COMMON ELEMENTS

EXCEPT FOR NUMBERED UNITS,  
ALL IMPROVEMENTS ON THIS FLOOR ARE (HOTEL).

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

EXCEPT FOR NUMBERED UNITS,  
ALL IMPROVEMENTS ON THIS FLOOR ARE (HOTEL).

## PENTHOUSE 1 LEVEL FLOOR PLAN

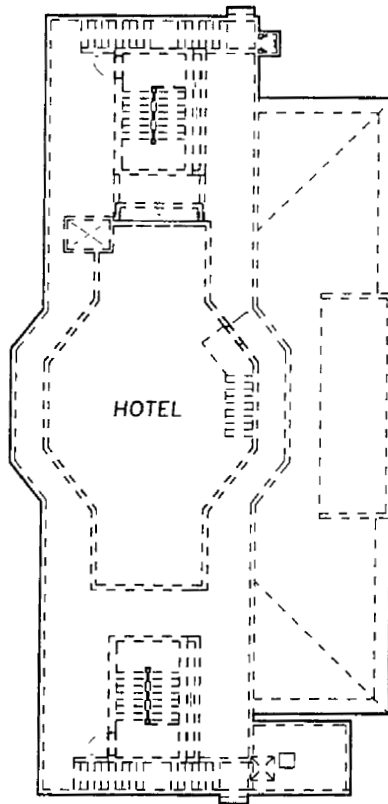
**EXHIBIT B**

**SHEET 21 OF 68**

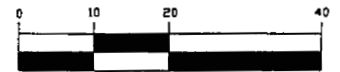
Cod No. 010109F Drawn By: RJM Date Printed: 11/19/01 12:45p

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

LEGEND:

- CONDOMINIUM BOUNDARY
- - - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

ALL IMPROVEMENTS ON THIS FLOOR ARE (HOTEL).

Cad No. 010109F Drawn By: RJM Date Printed: 11/19/01 12:45a

## MECHANICAL LEVEL FLOOR PLAN

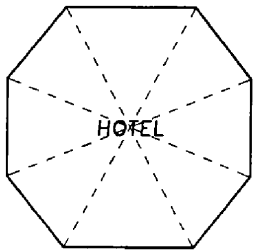
EXHIBIT B

SHEET 22 OF 68



# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

LEGEND:

----- COMMON ELEMENT  
BOUNDARY LINE

ALL (HOTEL) UNLESS OTHERWISE NOTED.

## ROOF PLAN

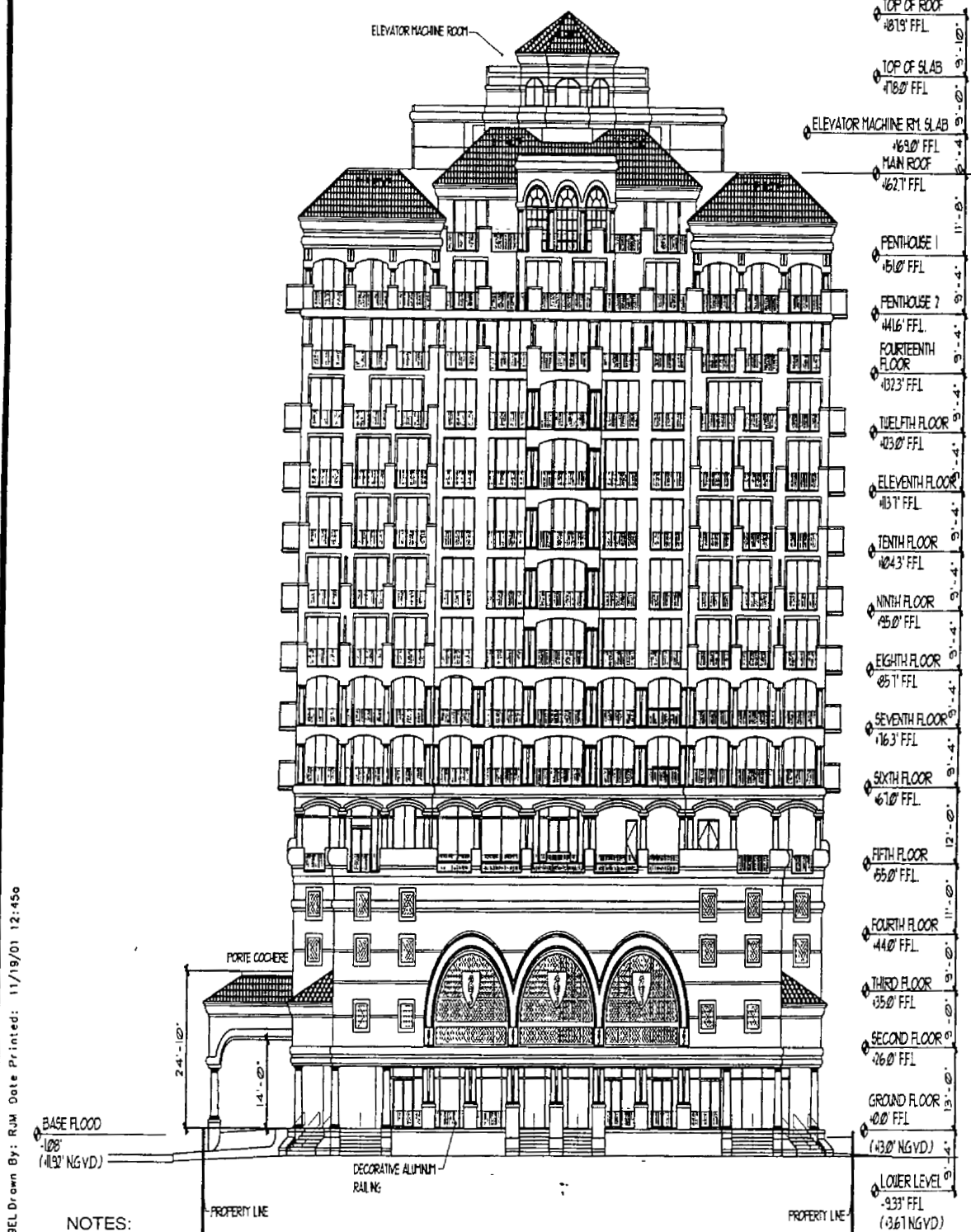
### EXHIBIT B

### SHEET 23 OF 68

Cad No. 010109f Drawn By: RJM Date Printed: 11/19/01 12:45g

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



Cod No. 010109EL Drawn By: RJM Date Printed: 11/19/01 12:45p

- NOTES:**
1. THERE MAY EXIST SOME VARIANCE BETWEEN THE ELEVATIONS PROPOSED AND THE FINISHED ELEVATIONS
  2. ELEVATIONS REFER TO (N G V D.) NATIONAL GEODETIC VERTICAL DATUM

## ELEVATIONS (EAST)

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**NOTES:**

Each Condominium Unit consists of the space bounded by:

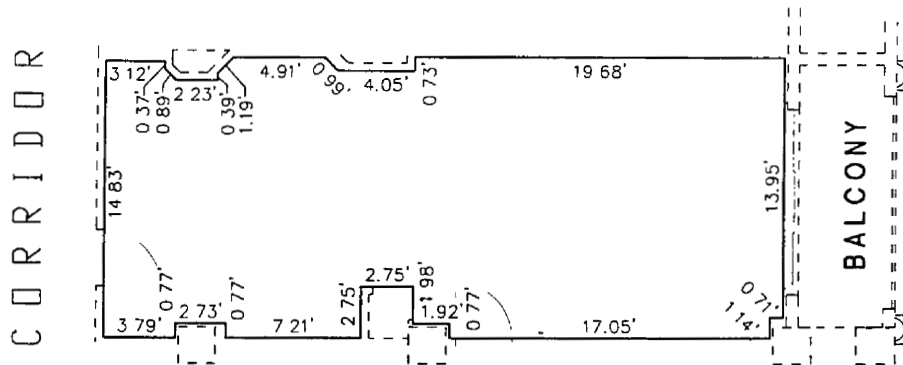
- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



Cad No. 010109U Drawn By: RJM Date Printed: 11/19/01 12:45a

**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNITS  
#606 THRU #906,  
AND  
#1005 THRU #1405

**TYPE A**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



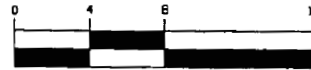
**NOTES:**

Each Condominium Unit consists of the space bounded by:

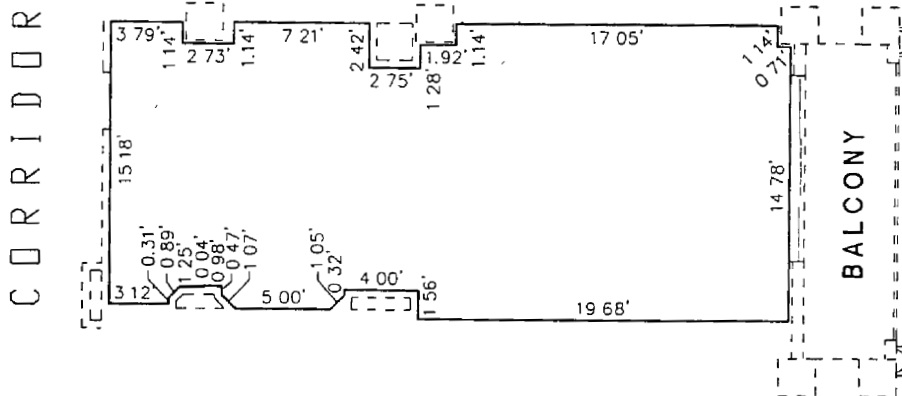
- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNITS  
#605 THRU #905  
AND  
#1004 THRU #1404

**TYPE A1**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**NOTES:**

Each Condominium Unit consists of the space bounded by:

a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

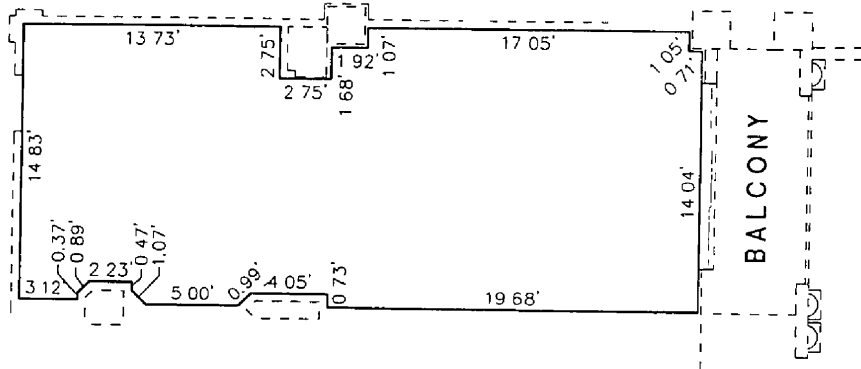
There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.

CORRIDOR



BALCONY

**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNITS  
#707 THRU #907  
AND  
#1006 THRU #1206

**TYPE A2**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

**NOTES:**

Each Condominium Unit consists of the space bounded by:

a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

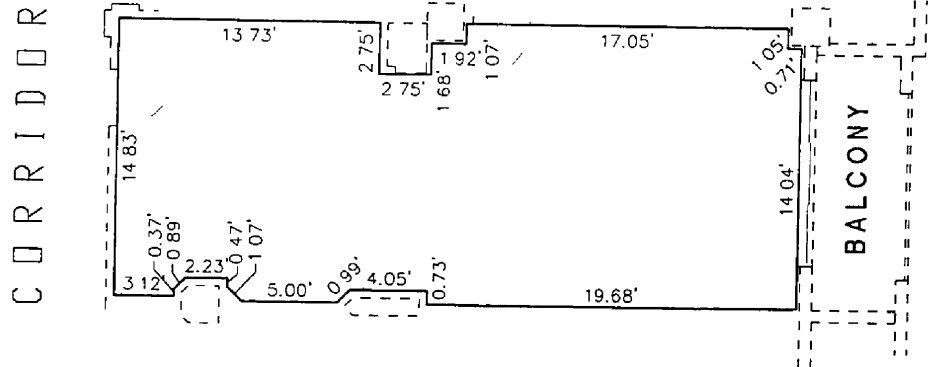
c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



Date Printed: 11/19/01 12:45p

**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNIT #1406

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

**NOTES:**

Each Condominium Unit consists of the space bounded by:

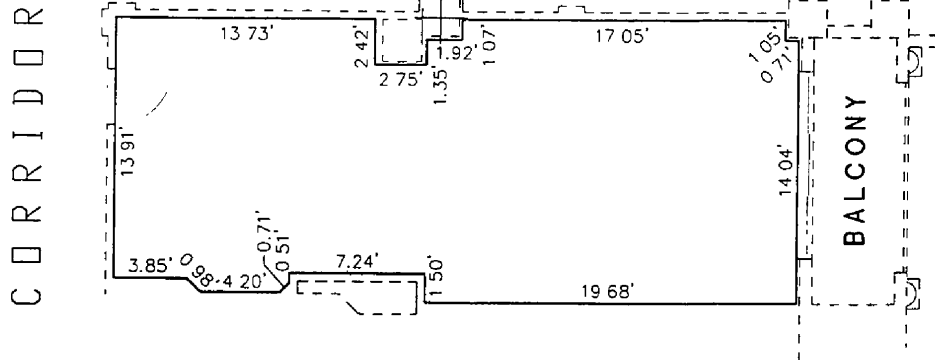
- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNIT #607

**TYPE AH**

**EXHIBIT B**

**SHEET 29 OF 68**

Cod No. 010109U Drawn By: RJM Date Printed: 11/19/01 12:45p

# THE ATLANTIC

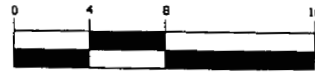
FORT LAUDERDALE, FLORIDA

**NOTES:**

Each Condominium Unit consists of the space bounded by:

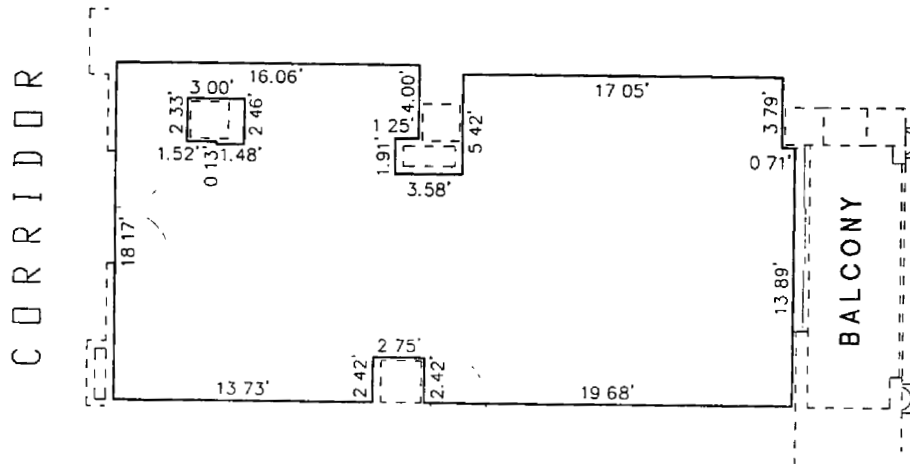
- a.) Upper Boundaries  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.

There may exist some variation between the proposed improvements and the improvements as constructed.



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNITS  
#604 THRU #904  
AND  
#1003 THRU #1403

**TYPE B**



# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

**NOTES:**

Each Condominium Unit consists of the space bounded by:

- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

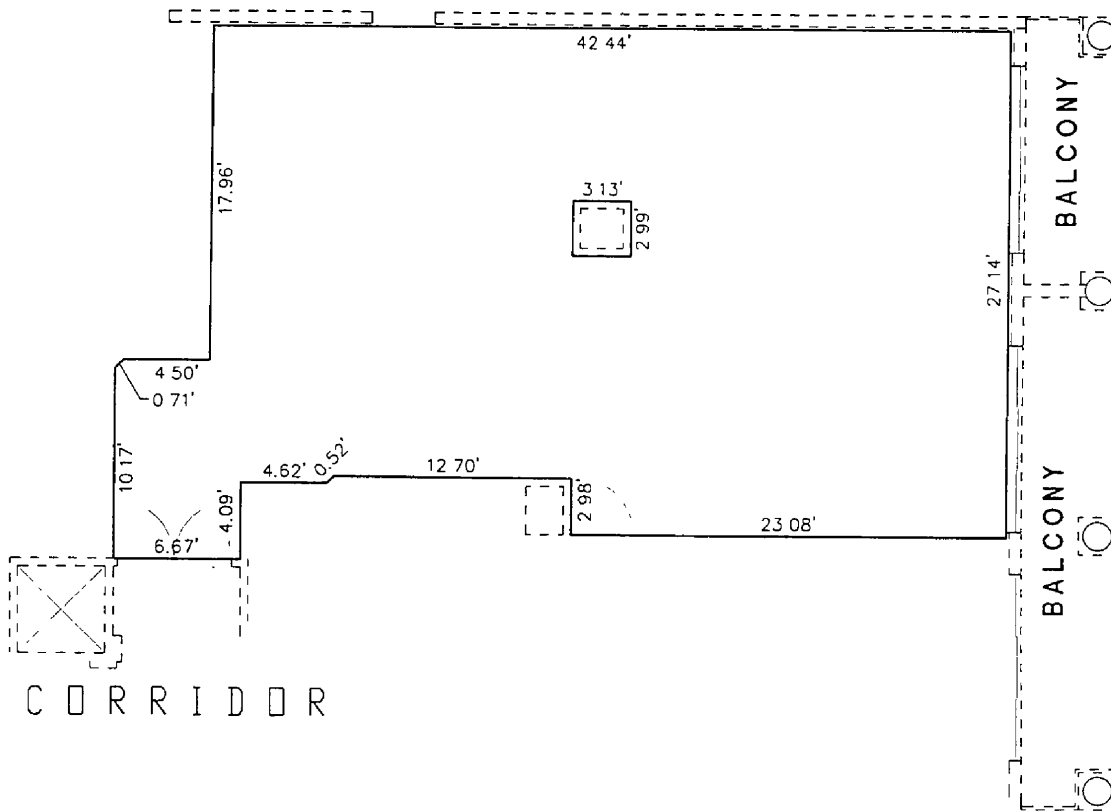
There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )

1 inch = 8 ft.



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNITS  
#609 THRU #809

**TYPE C**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

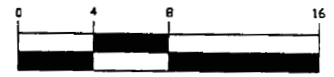
**NOTES:**

Each Condominium Unit consists of the space bounded by:

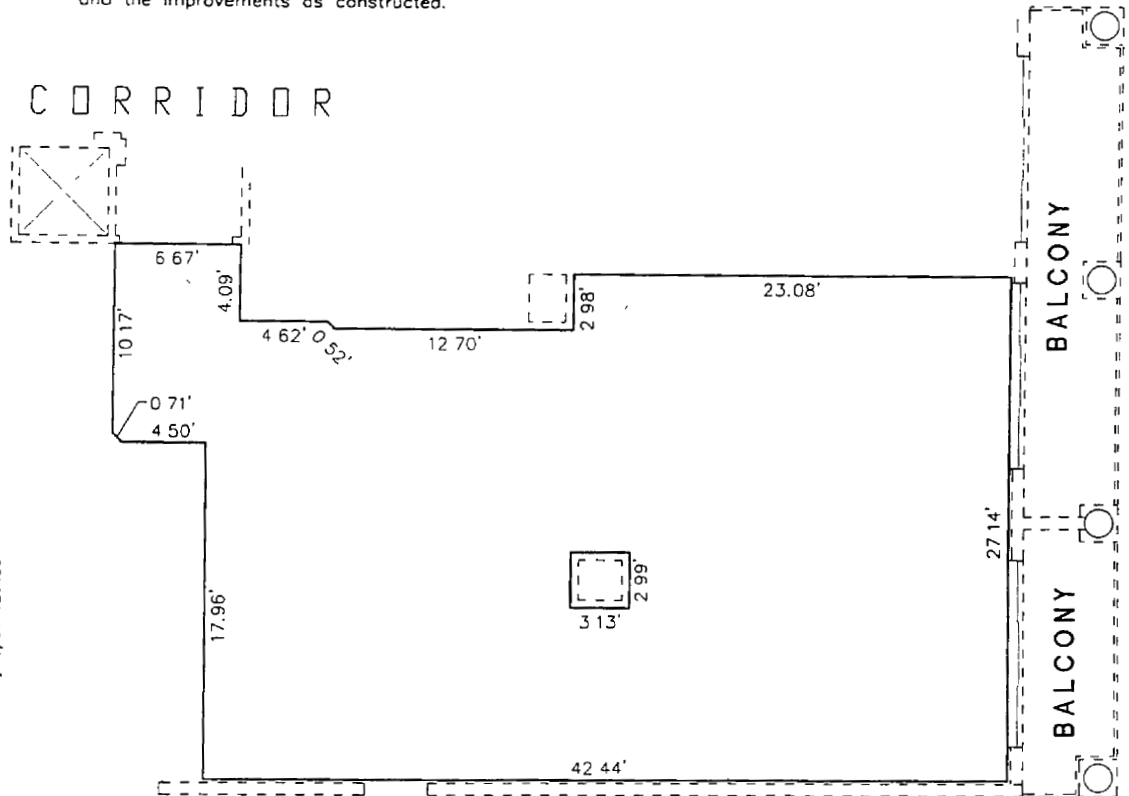
- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



Cod No. 010109U Drawn By: RJM Date Printed: 11/19/01 12:45o

**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

**UNITS**

#601 THRU #801

**TYPE C Rev.**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**NOTES:**

Each Condominium Unit consists of the space bounded by:

- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

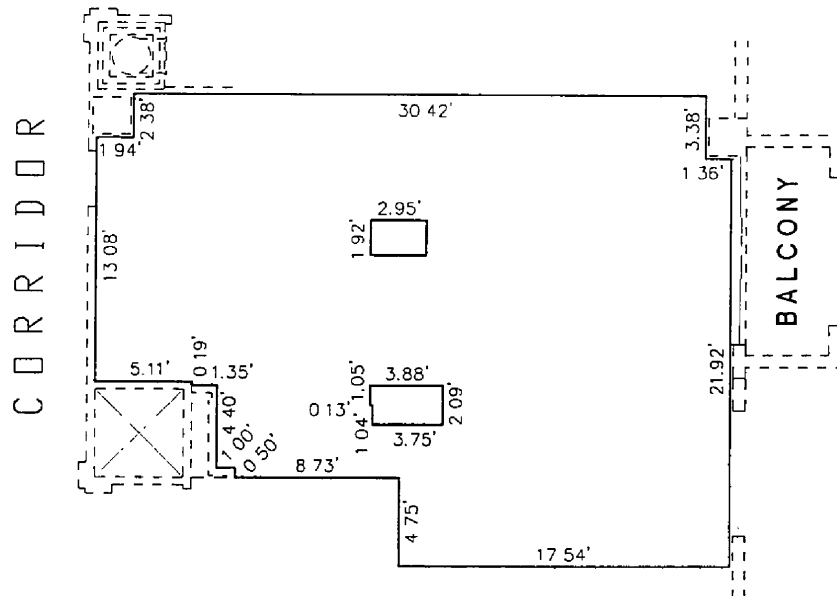
There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )

1 inch = 8 ft.



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNITS  
#610 THRU #910  
AND #1008

**TYPE D**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**NOTES:**

Each Condominium Unit consists of the space bounded by:

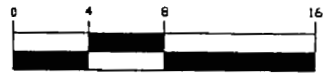
a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

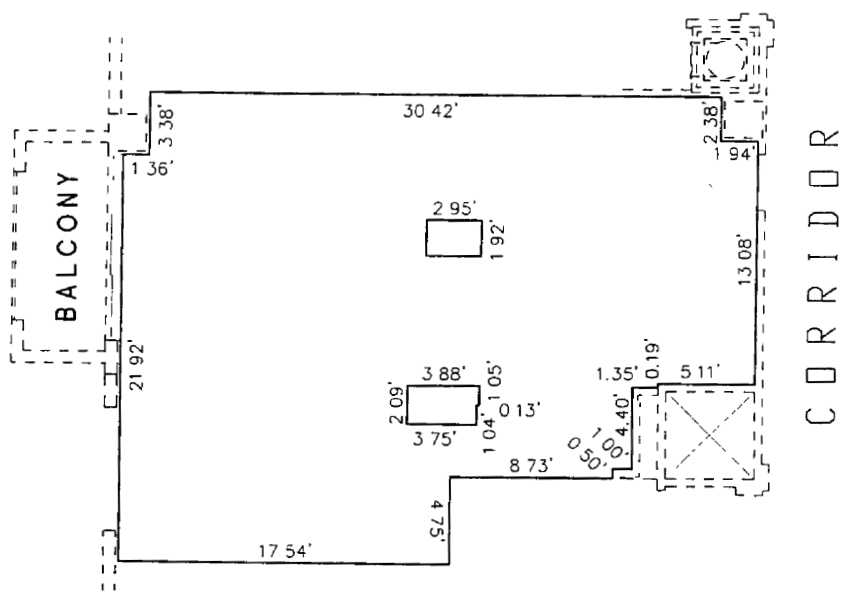
c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



**LEGEND:**

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNITS  
#916 AND #1014

**TYPE D Rev.**

Cod No. 010109u Drawn By: RJM Date Printed: 11/19/01 12:45a

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**NOTES:**

Each Condominium Unit consists of the space bounded by:

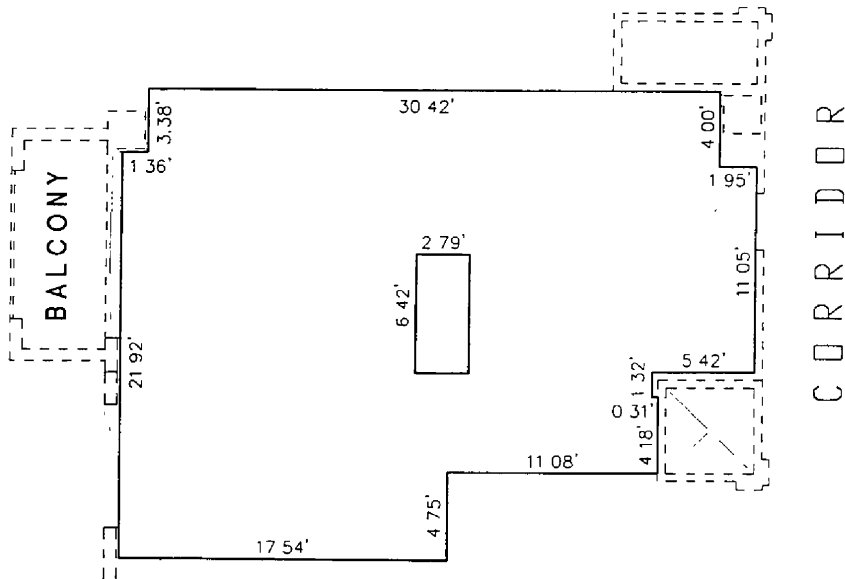
- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- ▭ LIMITED COMMON ELEMENTS

UNITS  
#716 THRU #816

**TYPE DH**

Cod No. 010109U Drawn By: RJM Date Printed: 11/19/01 12:45p

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

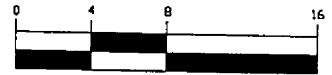
**NOTES:**

Each Condominium Unit consists of the space bounded by:

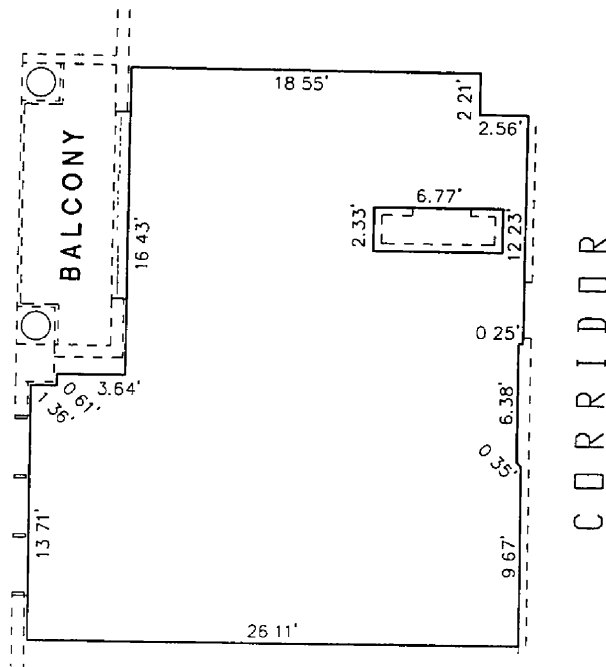
- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



Ord No. 010108U Drawn By: RJM Date Printed: 11/19/01 12:45a

**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNITS  
#615 THRU #915  
AND  
#1013 THRU #1213  
AND #1412

**TYPE E**

**EXHIBIT B**

**SHEET 36 OF 68**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**NOTES:**

Each Condominium Unit consists of the space bounded by:

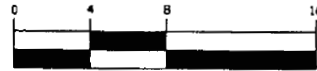
a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

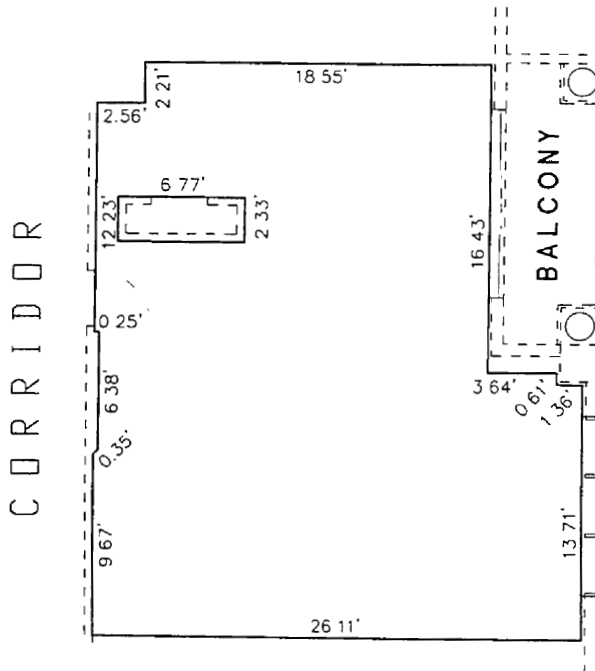
c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



UNITS  
#811, #911  
AND  
#1009 THRU #1209  
AND #1408

**LEGEND:**

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

**TYPE E Rev.**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

**NOTES:**

Each Condominium Unit consists of the space bounded by:

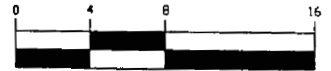
a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

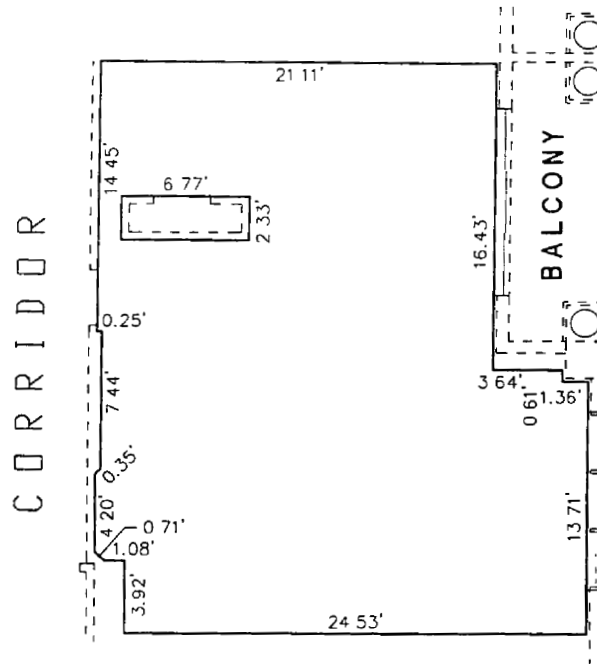
There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )

1 inch = 8 ft



Cod No. 010109U Drawn By: RJM Date Printed: 11/19/01 12:45a

**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNITS

#611 AND #711

**TYPE EH**

**EXHIBIT B**

**SHEET 38 OF 68**



# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**NOTES:**

Each Condominium Unit consists of the space bounded by

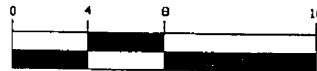
a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

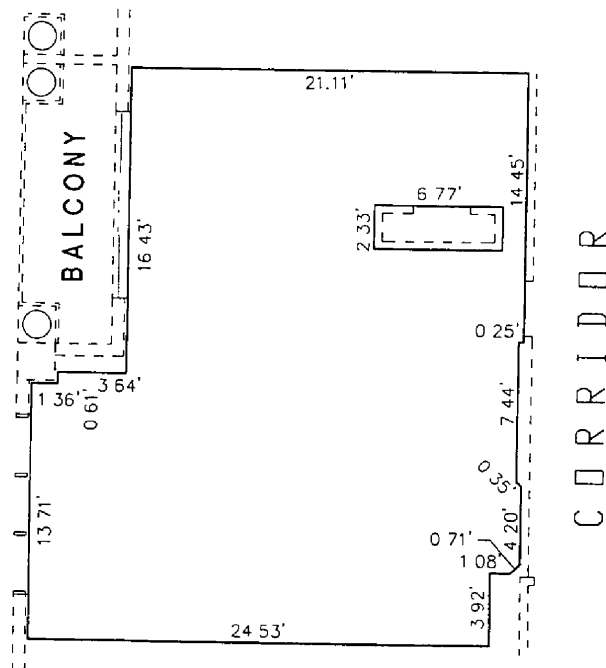
c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- ▭ LIMITED COMMON ELEMENTS

**TYPE EH Rev.**

Ccd No. 0101090 Drawn By: RJM Date Printed: 11/19/01 12:45p

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

**NOTES:**

Each Condominium Unit consists of the space bounded by:

a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

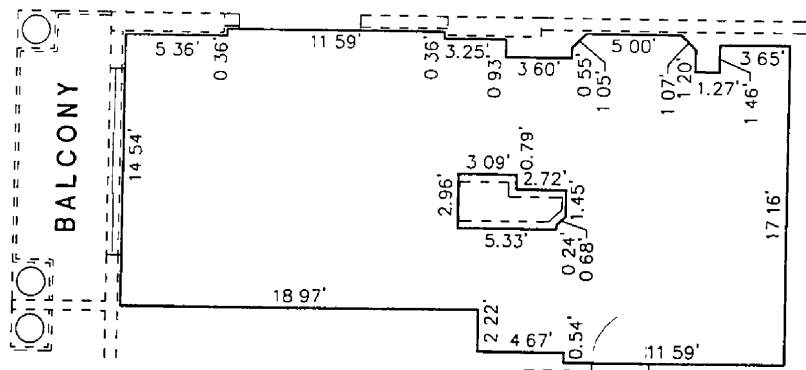
c.) Perimetrical Boundaries  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



CORRIDOR

Cod No. 010109U Drawn By: RJM Date Printed: 11/19/01 12:45p

**LEGEND:**

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNITS  
#914, #1411  
AND  
#1012 THRU #1212

**TYPE F**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

**NOTES:**

Each Condominium Unit consists of the space bounded by:

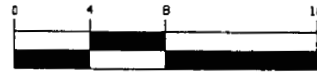
a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

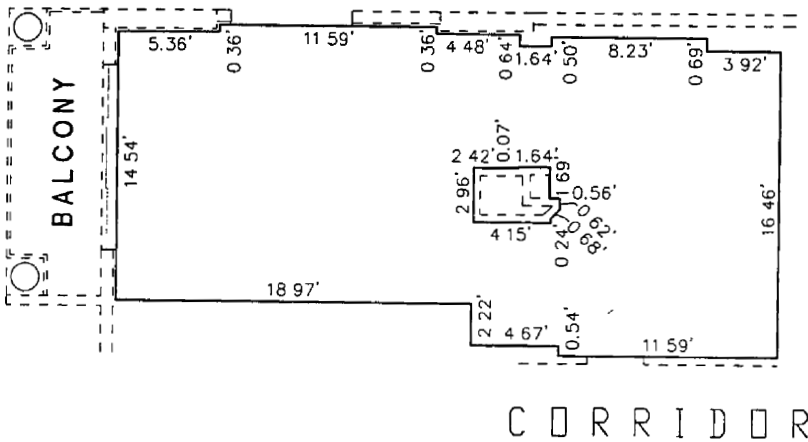
There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )

1 inch = 8 ft.



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNITS  
#614 THRU #814

**TYPE FH**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**NOTES:**

Each Condominium Unit consists of the space bounded by:

a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b.) Lower Boundaries  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

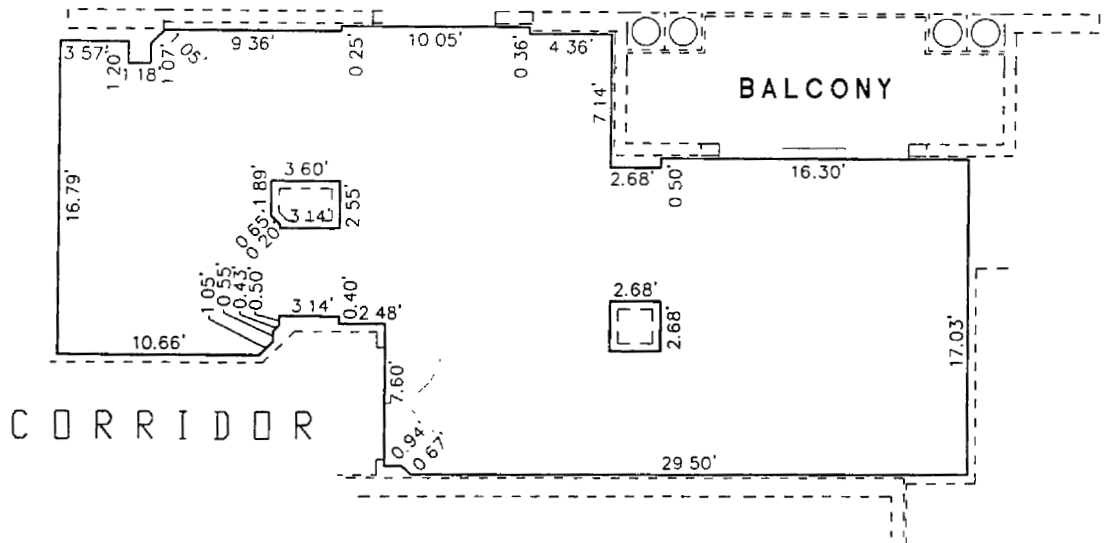
c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



Cod No. 010109U Drawn By: RJM Date Printed: 11/19/01 12:43a

- LEGEND:**
- CONDOMINIUM BOUNDARY
  - - - COMMON ELEMENT BOUNDARY LINE
  - LIMITED COMMON ELEMENTS

**UNITS**  
#613 THRU #913  
AND  
#1011 THRU #1211  
AND #1410

**TYPE G**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



## GRAPHIC SCALE



( IN FEET )  
1 inch = 8 ft.

### NOTES:




Each Condominium Unit consists of the space bounded by:

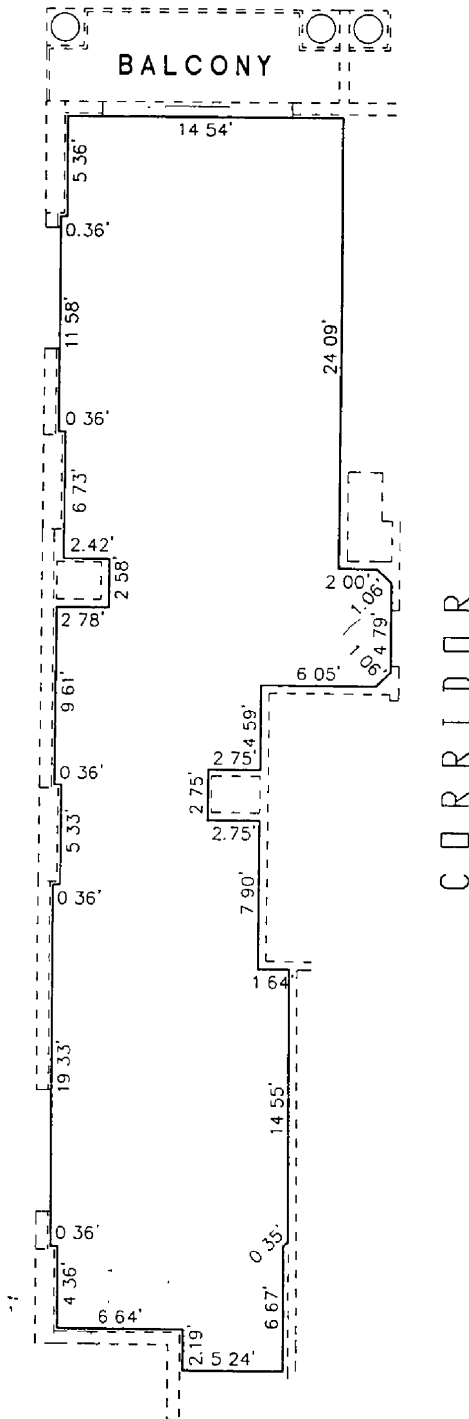
- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

UNITS  
#612 THRU #912  
AND  
#1010 THRU #1210  
AND #1409

### LEGEND:

-  CONDOMINIUM BOUNDARY
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENTS



TYPE H

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

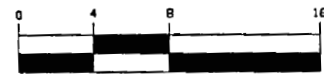
**NOTES:**

Each Condominium Unit consists of the space bounded by:

- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

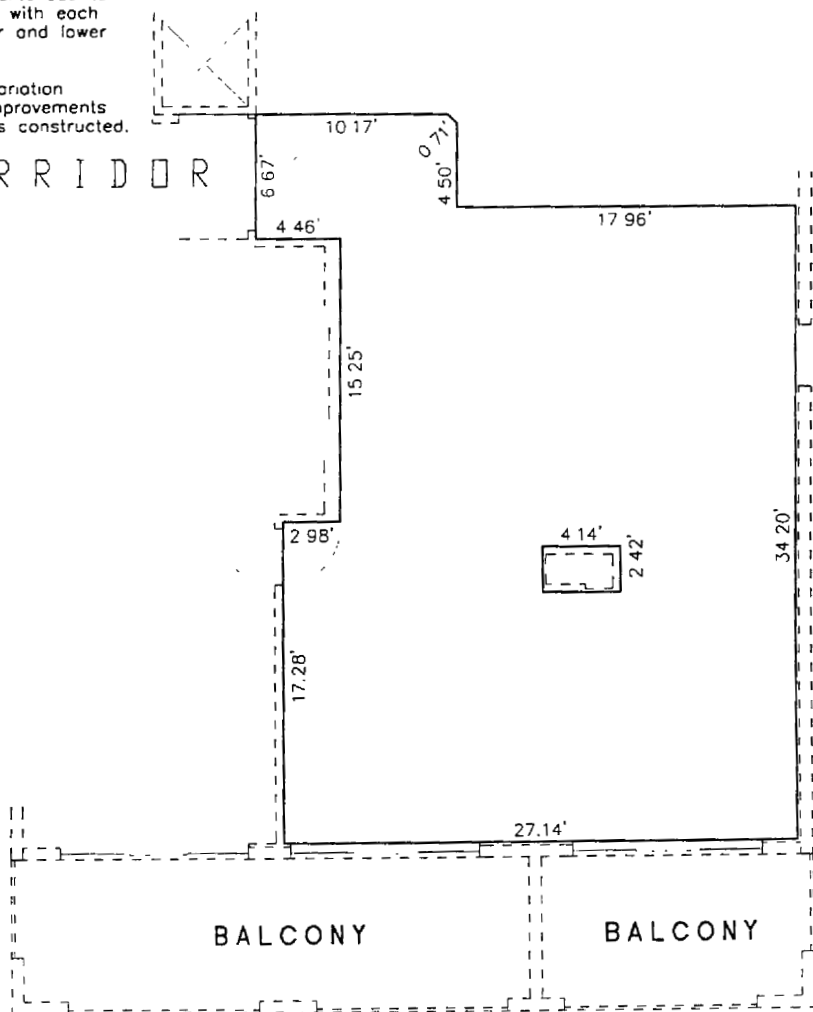
There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.

CORRIDOR



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNIT #909

**TYPE J**

Cad No. 010109U Drawn By: RJM Date Printed: 11/19/01 12:45a

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

**NOTES:**

Each Condominium Unit consists of the space bounded by:

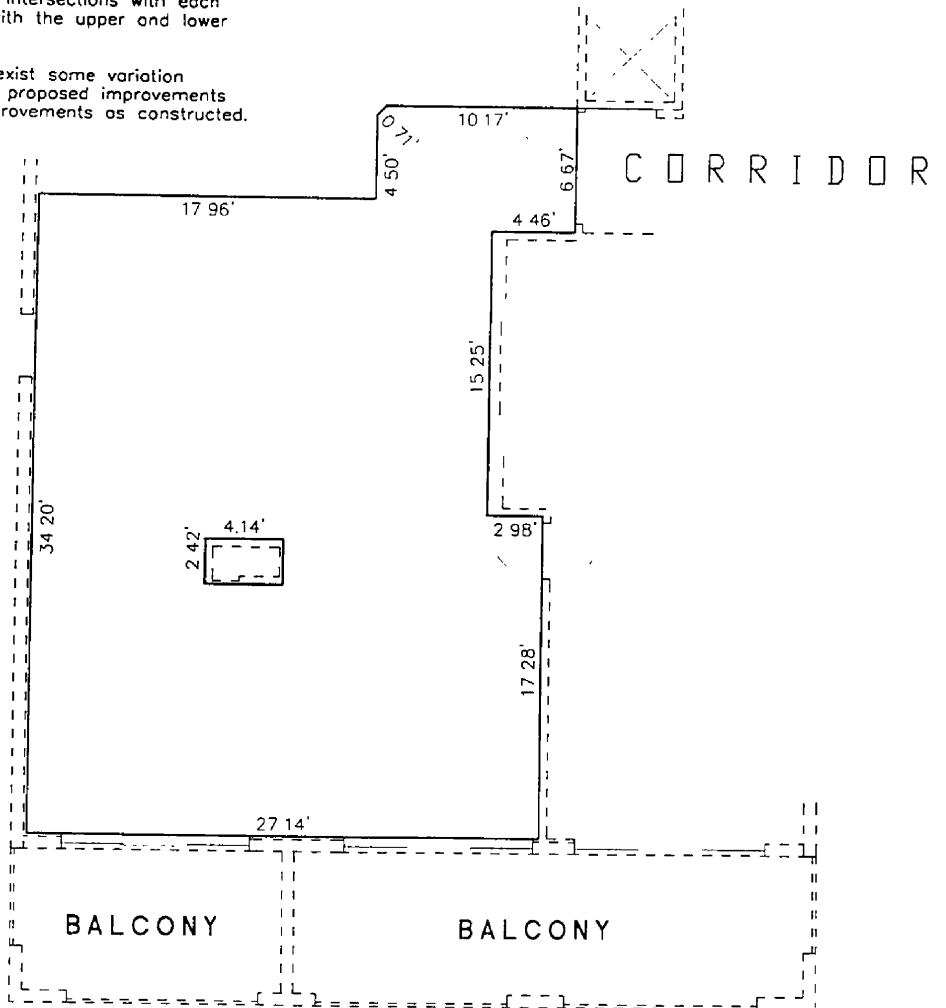
- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.

There may exist some variation between the proposed improvements and the improvements as constructed.



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNIT #901

TYPE J Rev.

Cod No. 010109U Drawn By: RJM Date Printed: 11/19/01 12:45o

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



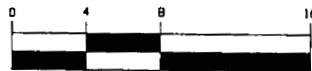
**NOTES:**

Each Condominium Unit consists of the space bounded by:

- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical surfaces of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

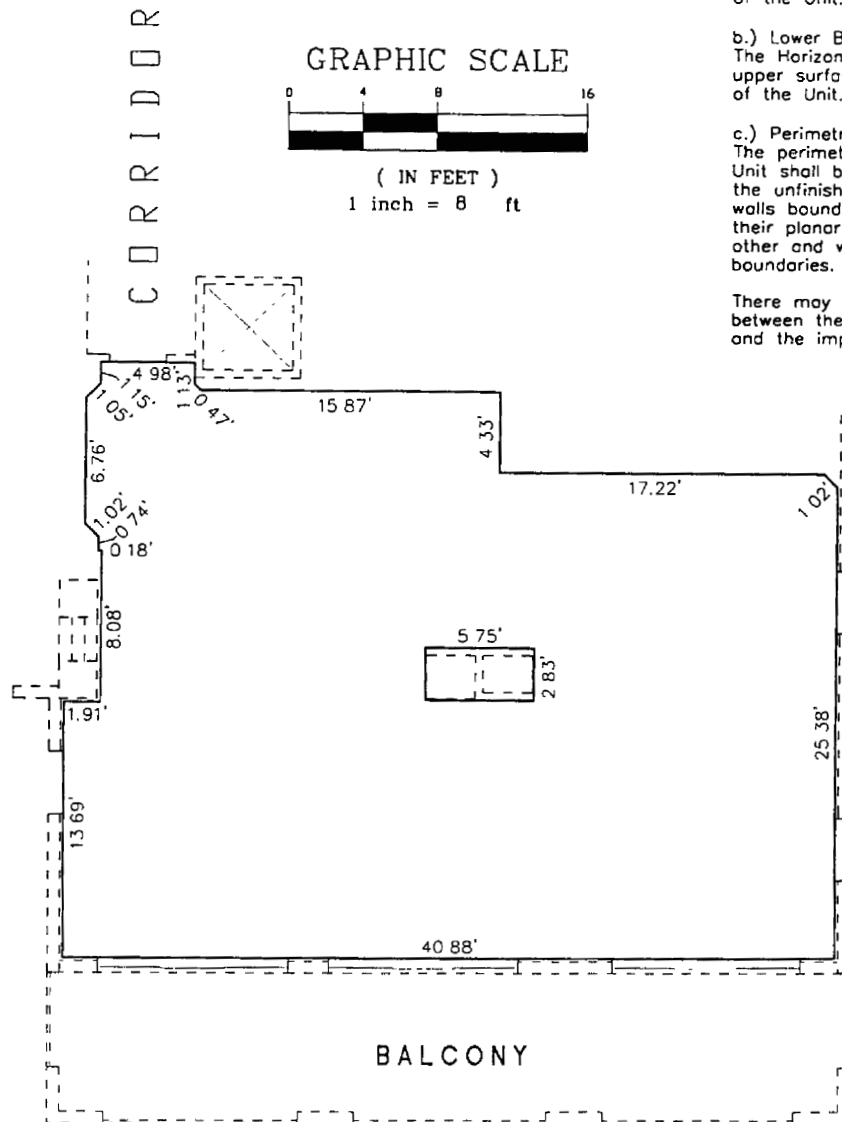
There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )

1 inch = 8 ft



Cod No. 010109U Drawn By: RJM Date Printed: 11/19/01 12:45a

**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNIT #1007

**TYPE K**

**EXHIBIT B**

**SHEET 46 OF 68**



# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

**NOTES:**

Each Condominium Unit consists of the space bounded by:

a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

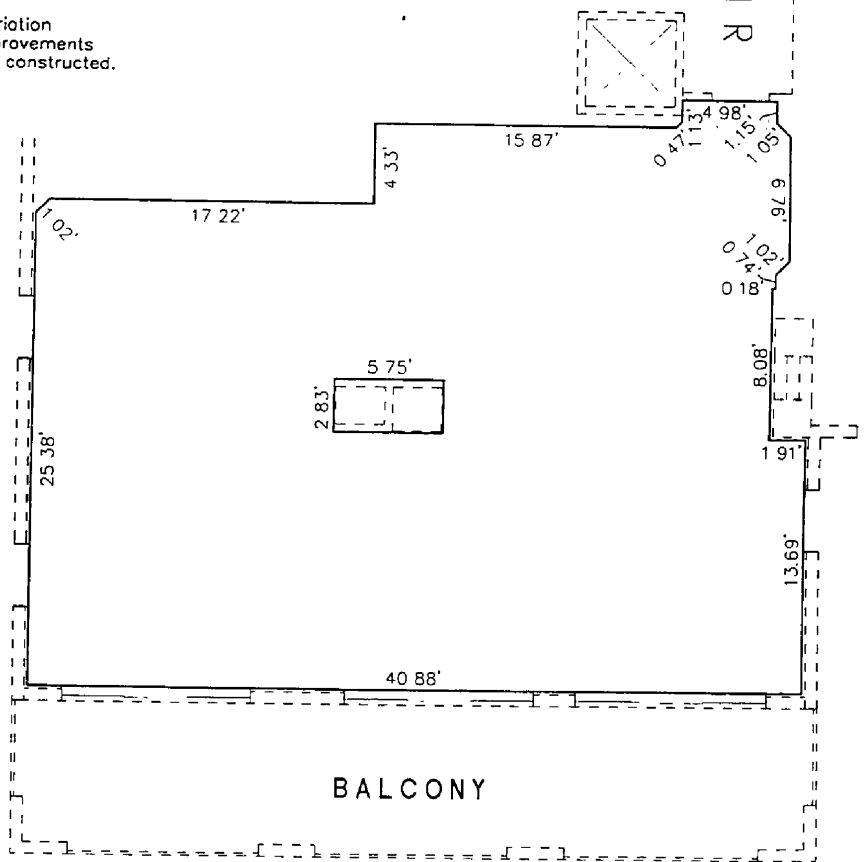
There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.

CORRIDOR



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNIT #1001

**TYPE K Rev.**

C.S. No. 013703, Drawn By: R.M. Date Printed: 11/9/21 12:45p

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

**NOTES:**

Each Condominium Unit consists of the space bounded by:

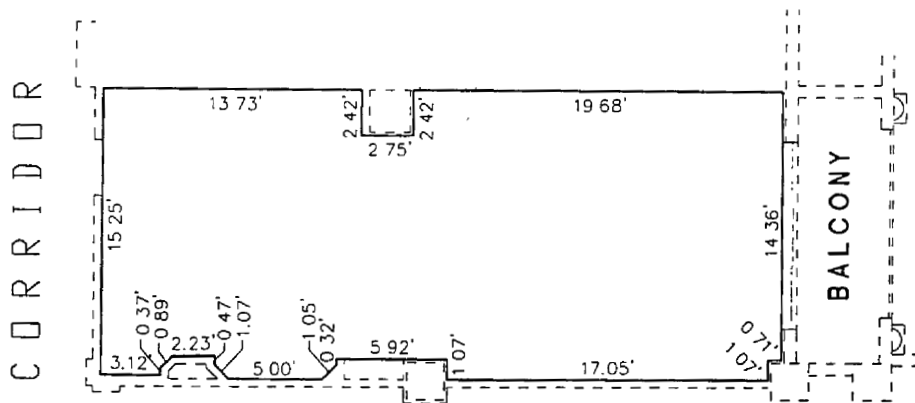
- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNITS  
#603 THRU #903  
AND  
#1002 THRU #1202  
AND #1402

**TYPE L1**

Cod No. 010108U Drawn By: RJM Date Printed: 11/19/01 12:45a

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



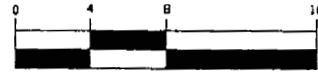
**NOTES:**

Each Condominium Unit consists of the space bounded by:

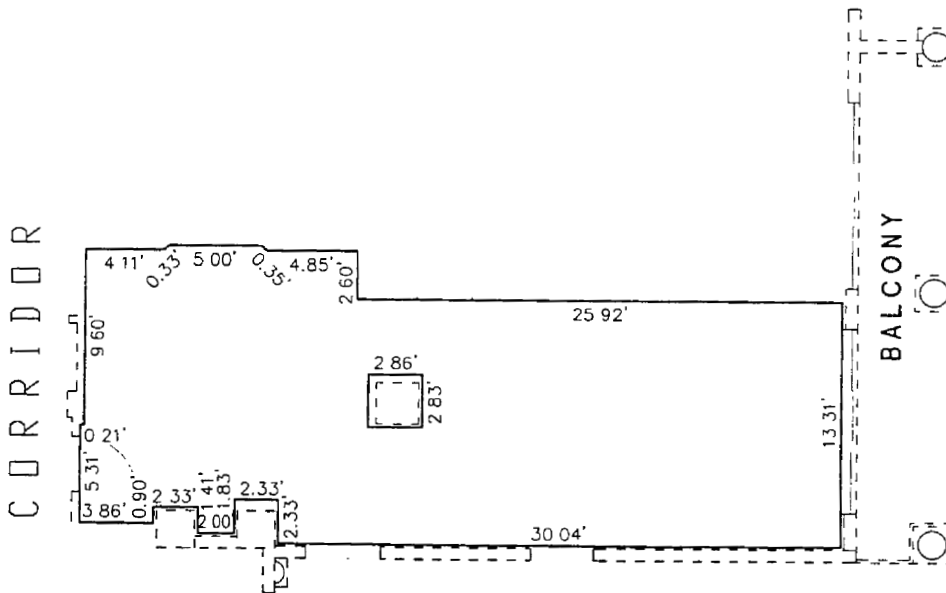
- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNITS  
#608 THRU #808

**TYPE L2**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



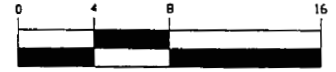
**NOTES:**

Each Condominium Unit consists of the space bounded by:

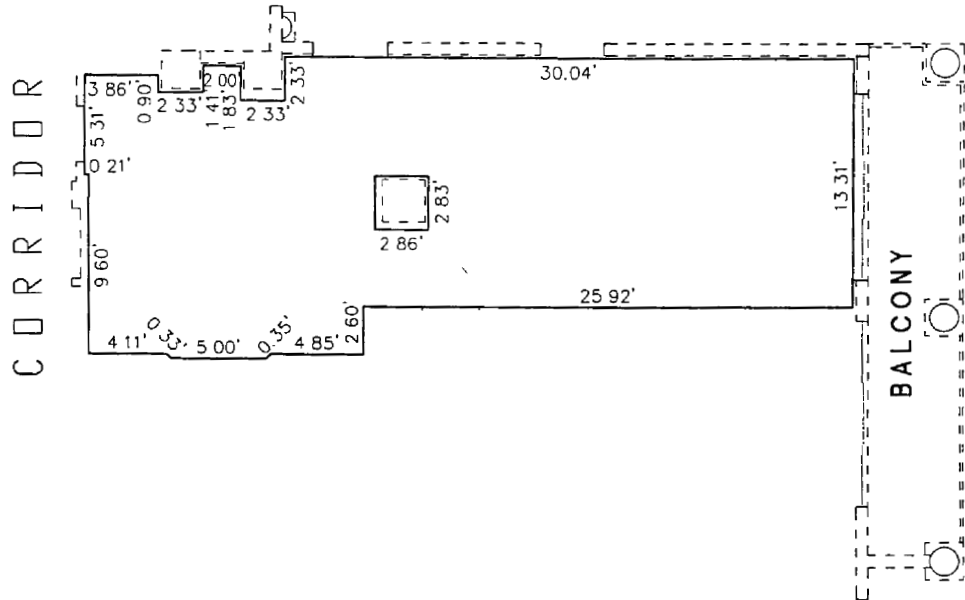
- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



Cad No. 010109U Drawn By: RUM Date Printed: 11/19/01 12:45p

**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

**UNITS**

#602 THRU #802

**TYPE L2 Rev.**

**EXHIBIT B**

**SHEET 50 OF 68**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



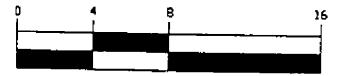
**NOTES:**

Each Condominium Unit consists of the space bounded by:

- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

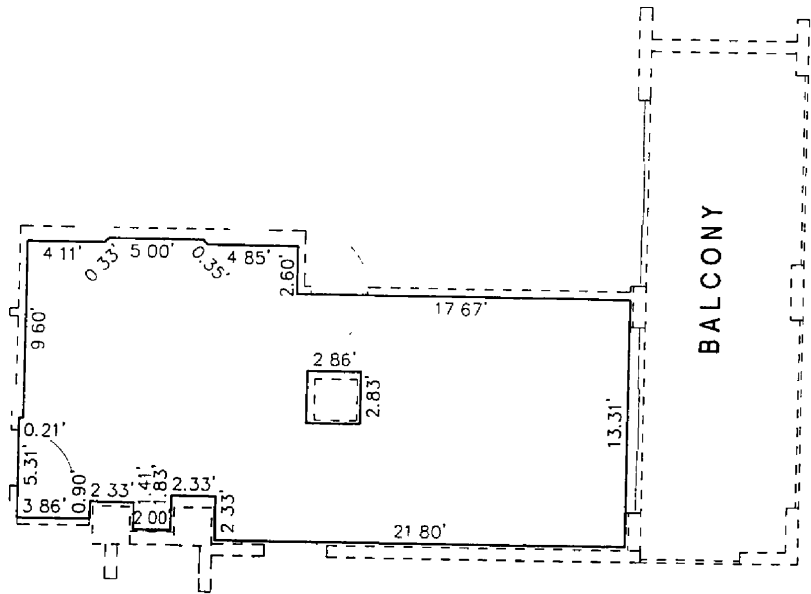
**GRAPHIC SCALE**



( IN FEET )




1 inch = 8 ft.

CORRIDOR



BALCONY

**LEGEND:**

-  CONDOMINIUM BOUNDARY
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENTS

UNIT #908

**TYPE L3**

**EXHIBIT B**

**SHEET 51 OF 68**

C:\h\c\050 Drawn by: WDM Date: Pr: hll Date: 11/19/01 12:45a

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

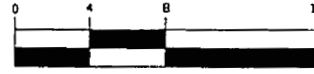
**NOTES:**

Each Condominium Unit consists of the space bounded by:

- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

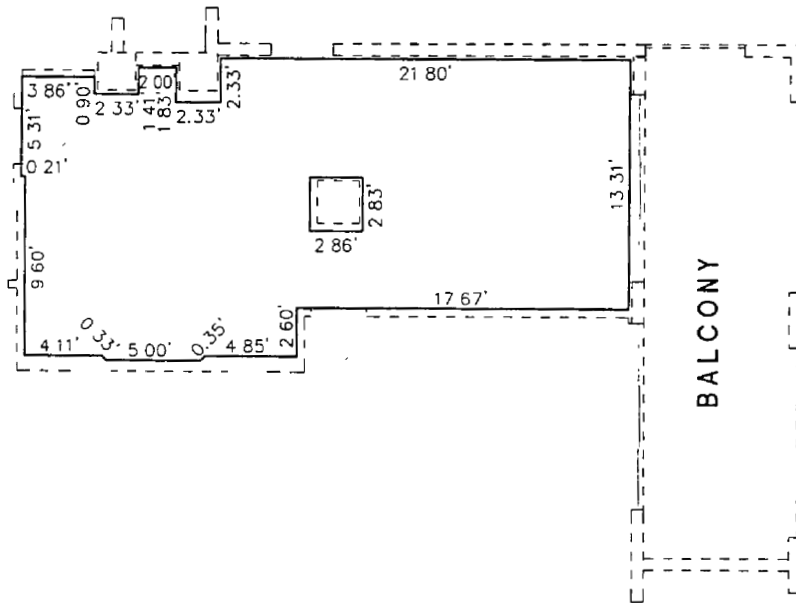
There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.

CORRIDOR



BALCONY

UNIT #902

**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

**TYPE L3 Rev.**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**NOTES:**

Each Condominium Unit consists of the space bounded by:

- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

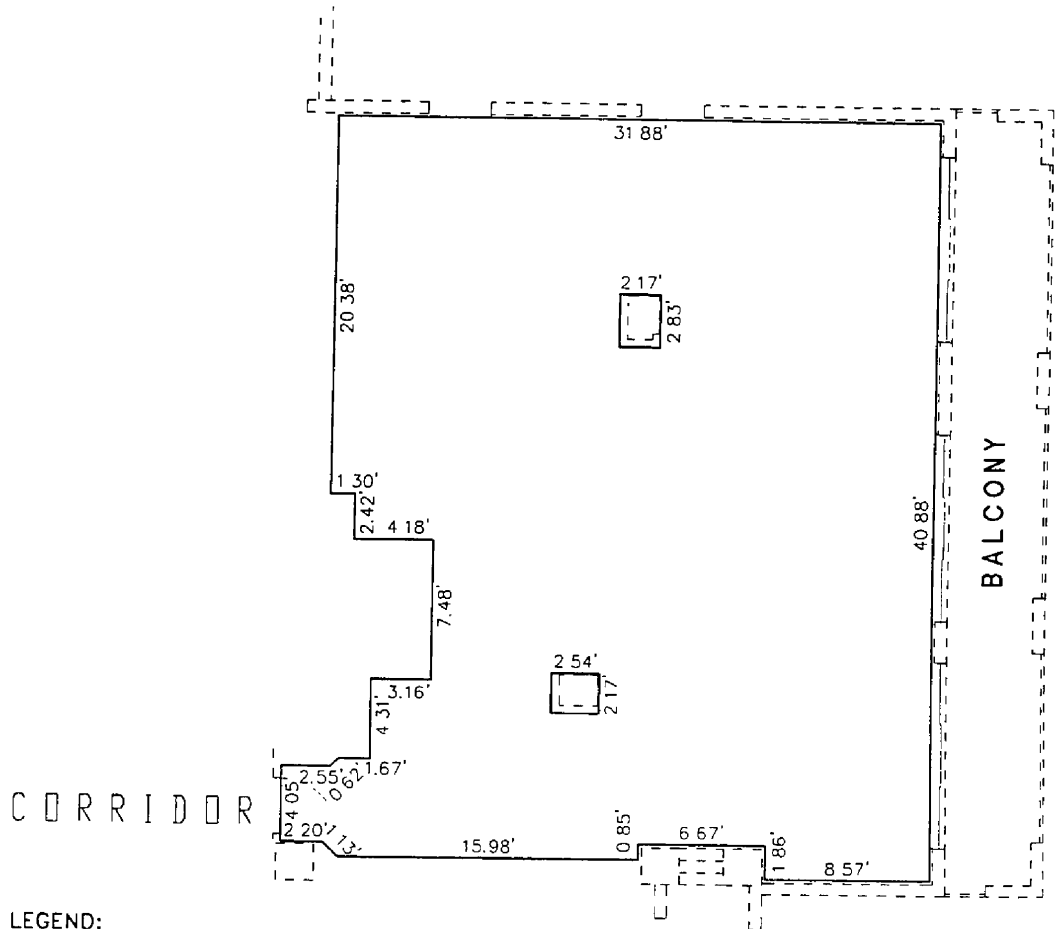
There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )

1 inch = 8 ft.



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNIT #1107

**TYPE M**

Cod No. 0701090 Drawn By: RJM Date Printed: 11/19/01 12:45p

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**NOTES:**

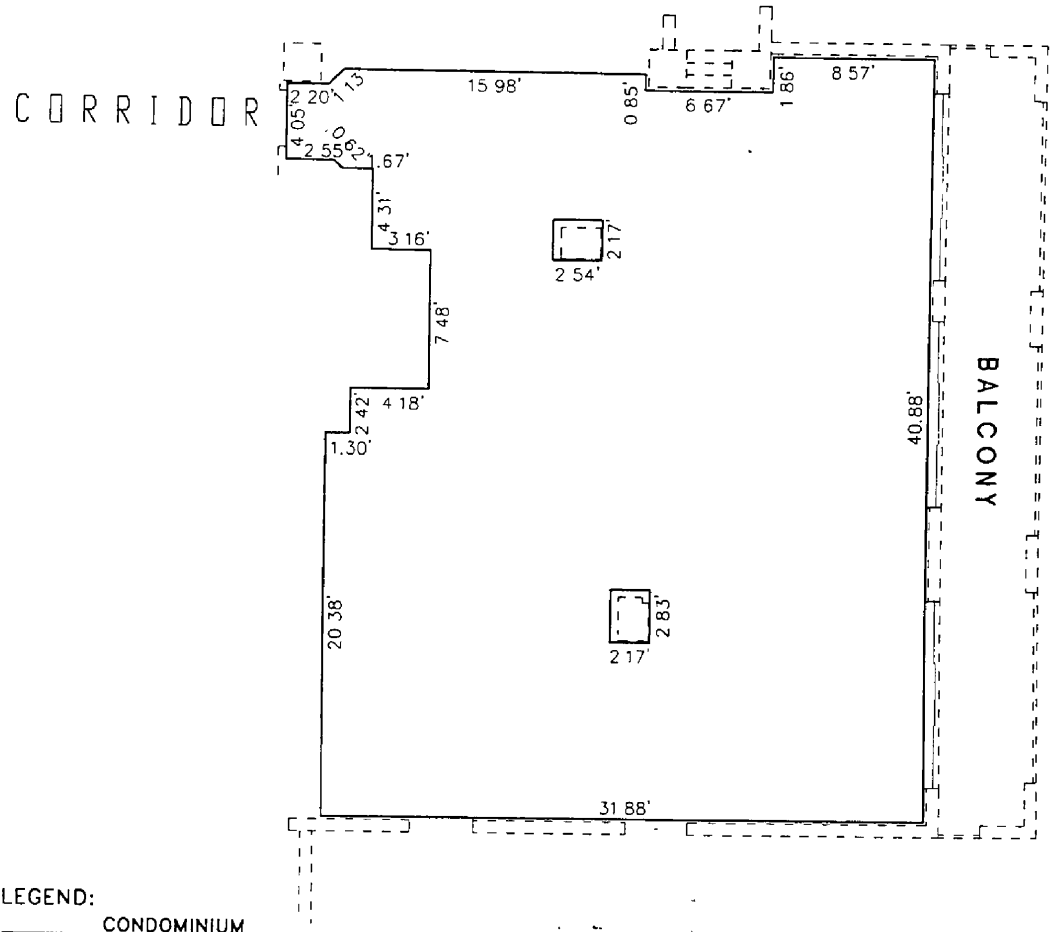
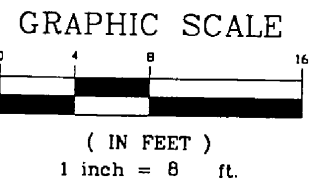
Each Condominium Unit consists of the space bounded by:

a.) Upper Boundaries  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit

b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit

c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.



- LEGEND:**
- CONDOMINIUM BOUNDARY
  - - - COMMON ELEMENT BOUNDARY LINE
  - LIMITED COMMON ELEMENTS

UNIT #1101

**TYPE M Rev.**

Cod No. 010109U Drawn By: RUM Date Printed: 11/19/01 12:45a



# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**NOTES:**

Each Condominium Unit consists of the space bounded by:

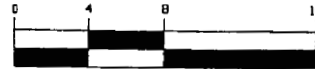
a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

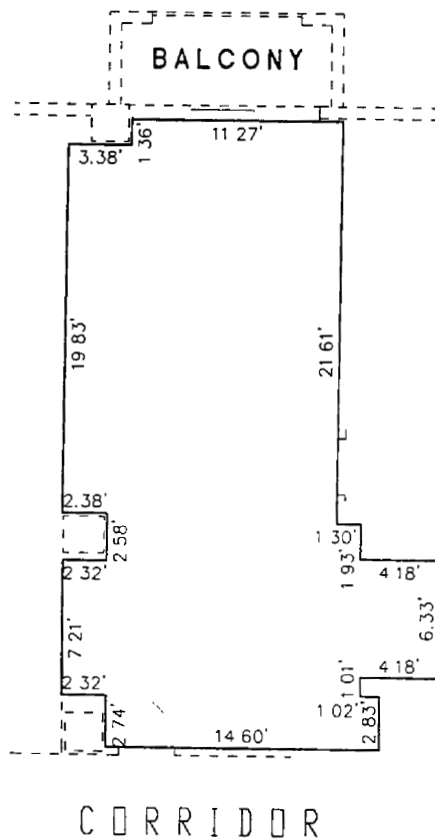
c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNIT #1108

**TYPE N**

Cad No. 0101090 Drawn By: RJM Date Printed: 11/19/01 12:45a

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**NOTES:**

Each Condominium Unit consists of the space bounded by.

a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

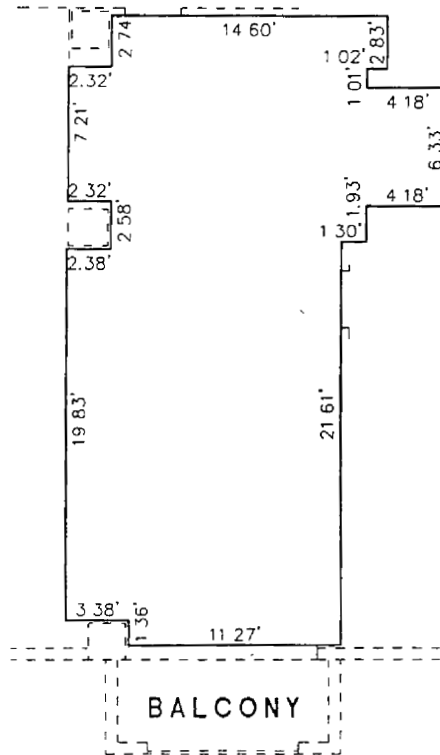
There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.

CORRIDOR



**LEGEND:**

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNIT #1114

**TYPE N Rev.**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

**NOTES:**

Each Condominium Unit consists of the space bounded by:

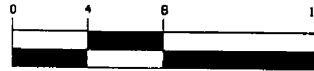
a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

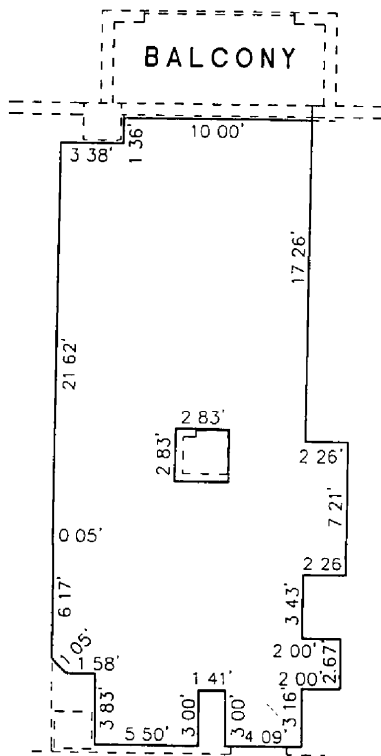
c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



CORRIDOR

UNIT #1208

**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

**TYPE 0**

Cdd No. 0101090 Drawn By: RHM Date Printed: 11/19/01 12:45a

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**NOTES:**

Each Condominium Unit consists of the space bounded by:

- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

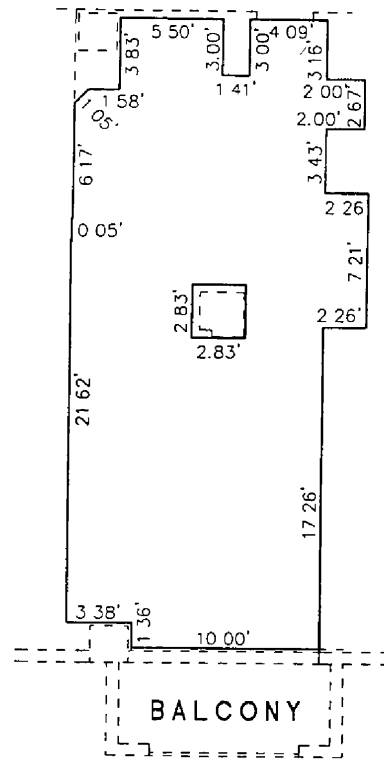
**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.

There may exist some variation between the proposed improvements and the improvements as constructed.

CORRIDOR



Cod No. 010109U Drawn By: RJM Date Printed: 11/19/01 12:45a

**LEGEND:**

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNIT #1214

TYPE 0 Rev.

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



Each Condominium Unit consists of the space bounded by:

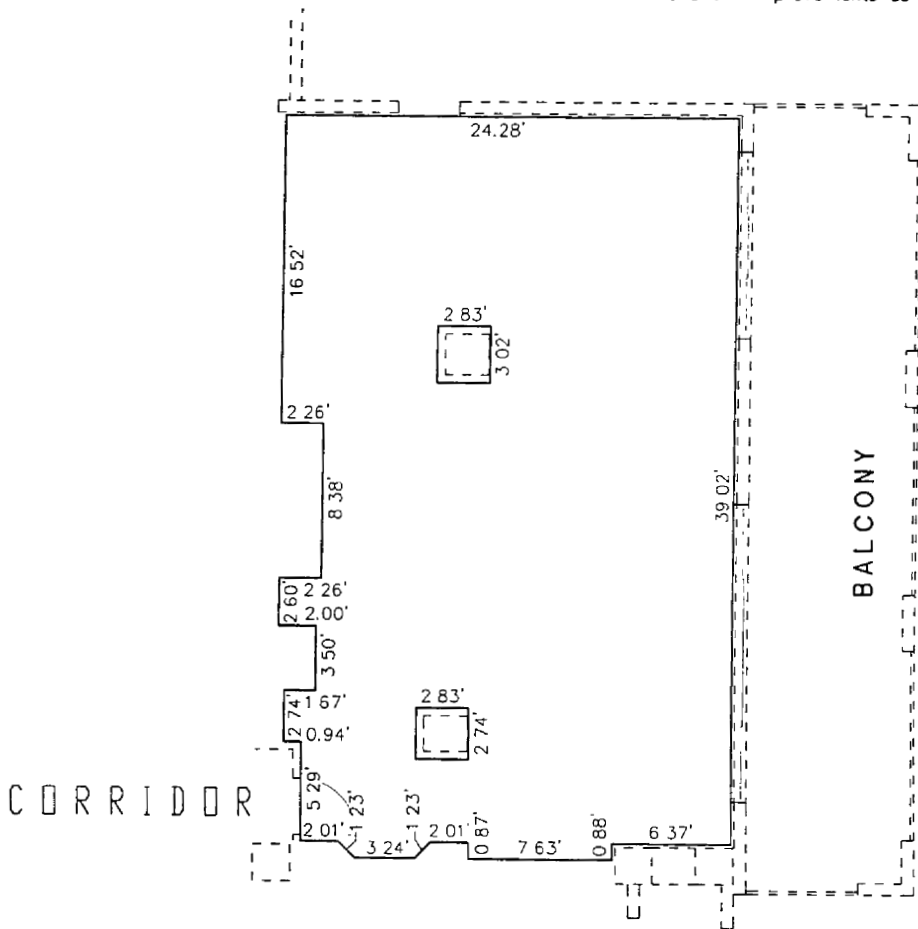
- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

## GRAPHIC SCALE



( IN FEET )  
1 inch = 8 ft.

There may exist some variation between the proposed improvements and the improvements as constructed.



### LEGEND:

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNIT #1207

TYPE P

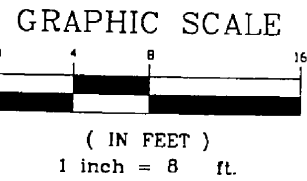
# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

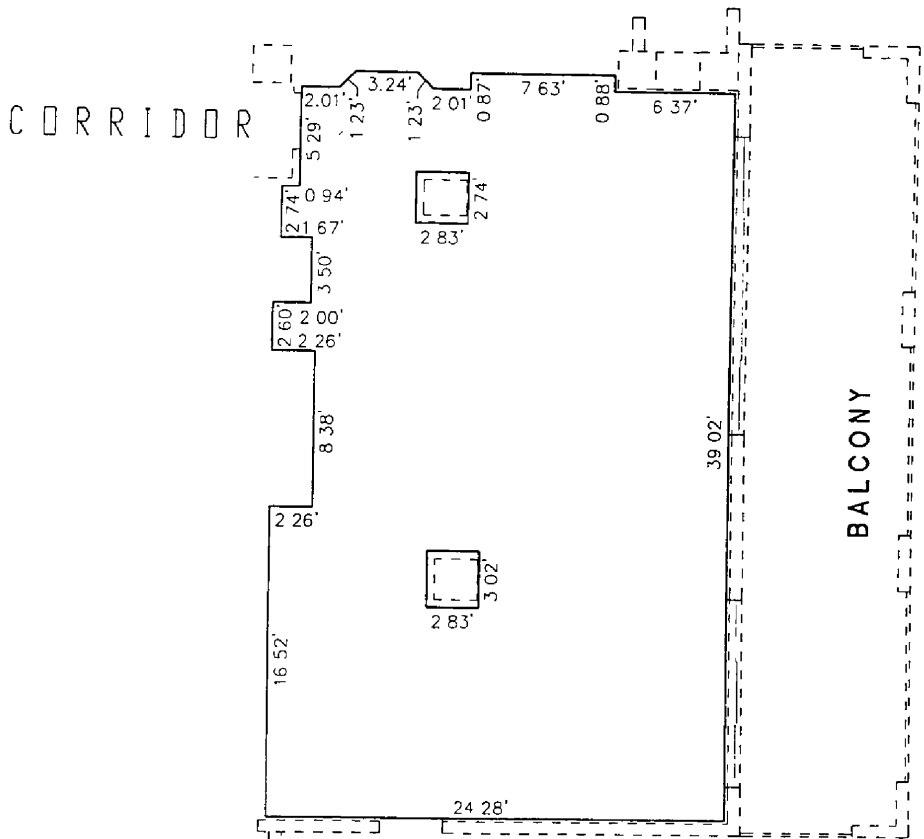


**NOTES:**

- Each Condominium Unit consists of the space bounded by:
- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
  - b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
  - c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.



There may exist some variation between the proposed improvements and the improvements as constructed.



- LEGEND:**
- CONDOMINIUM BOUNDARY
  - - - - COMMON ELEMENT BOUNDARY LINE
  - LIMITED COMMON ELEMENTS

UNIT #1201

TYPE P Rev.

Cod No. 010109U Drawn By: RJM Date Printed: 11/19/01 12.45a

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**NOTES:**

Each Condominium Unit consists of the space bounded by:

a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

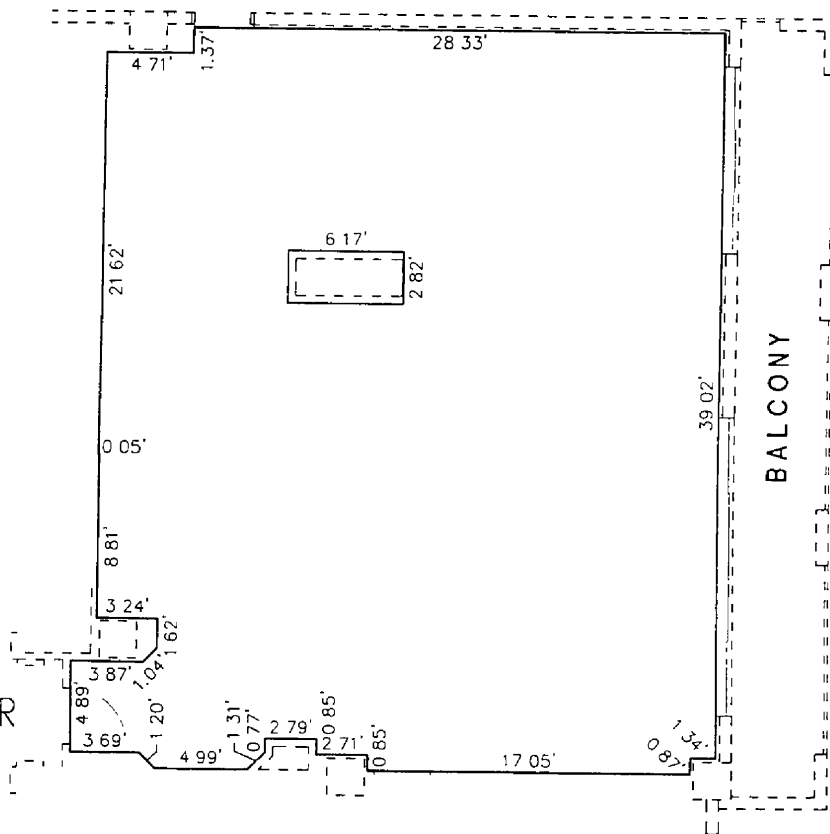
c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNIT #1407

**TYPE R**

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

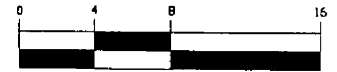
**NOTES:**

Each Condominium Unit consists of the space bounded by:

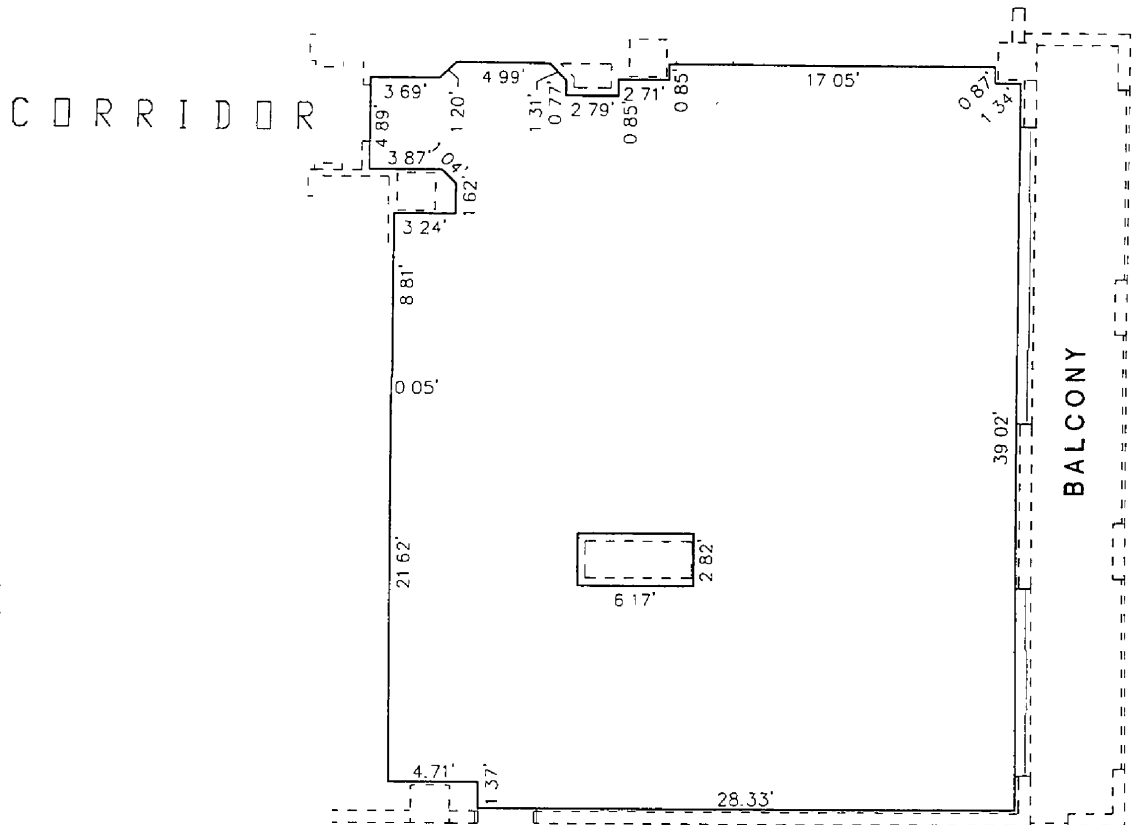
- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

UNIT #1401

**TYPE R Rev.**

**EXHIBIT B**

**SHEET 62 OF 68**

Cod No. 010108U Drawn By: RJM Date Printed: 11/19/01 12:45a



# THE ATLANTIC

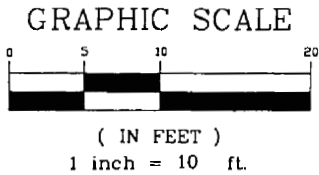
FORT LAUDERDALE, FLORIDA

**NOTES:**

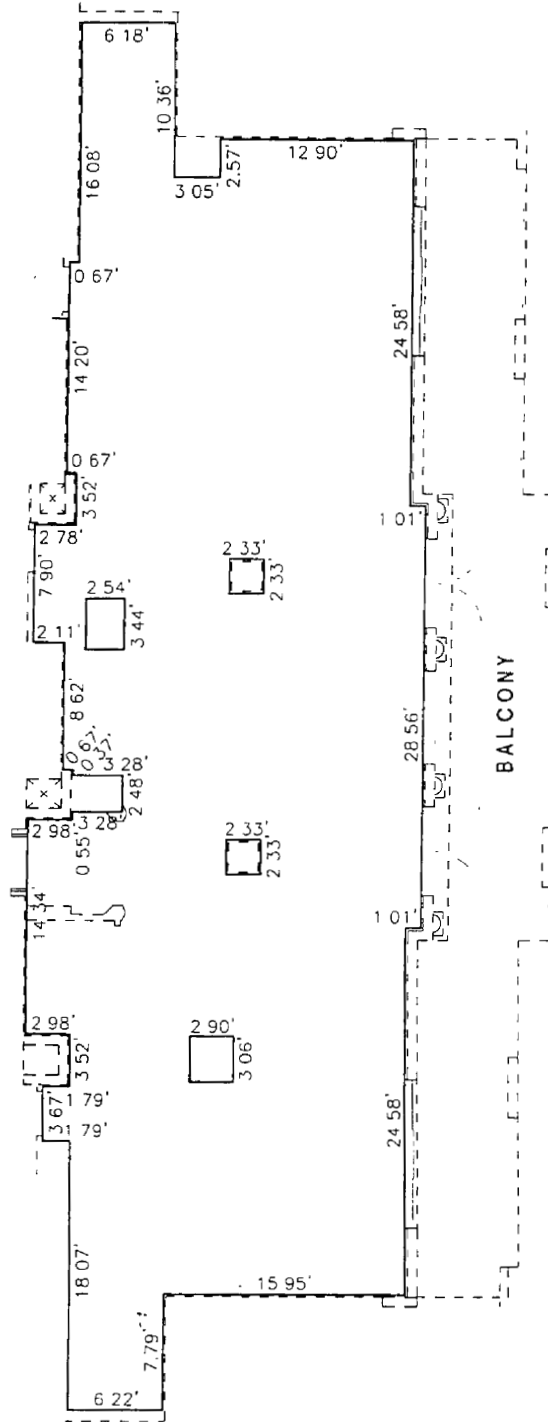
Each Condominium Unit consists of the space bounded by:

- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.



ELEVATORS



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

**TYPE P1A**  
PENTHOUSE ONLY

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

**NOTES:**

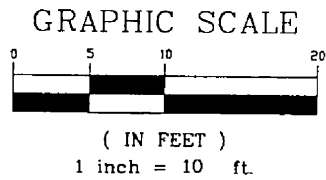
Each Condominium Unit consists of the space bounded by

a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

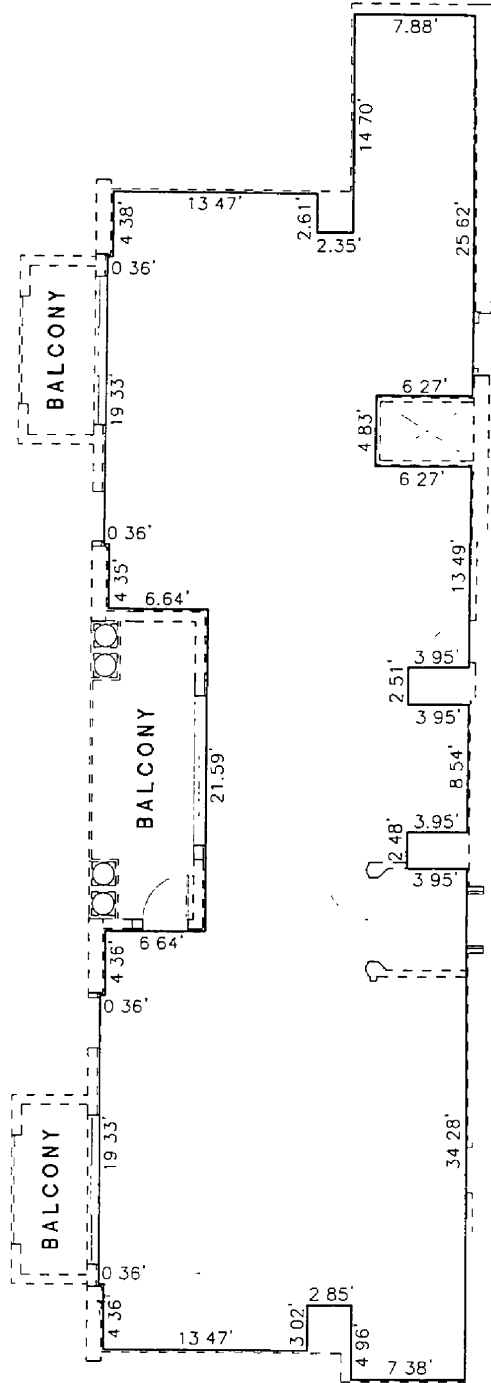
c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries

There may exist some variation between the proposed improvements and the improvements as constructed



**LEGEND:**

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS



SERVIVE  
ELEVATORS

Cad No. 010109U1 Drawn By: RJM Date Printed: 11/19/01 12:45a

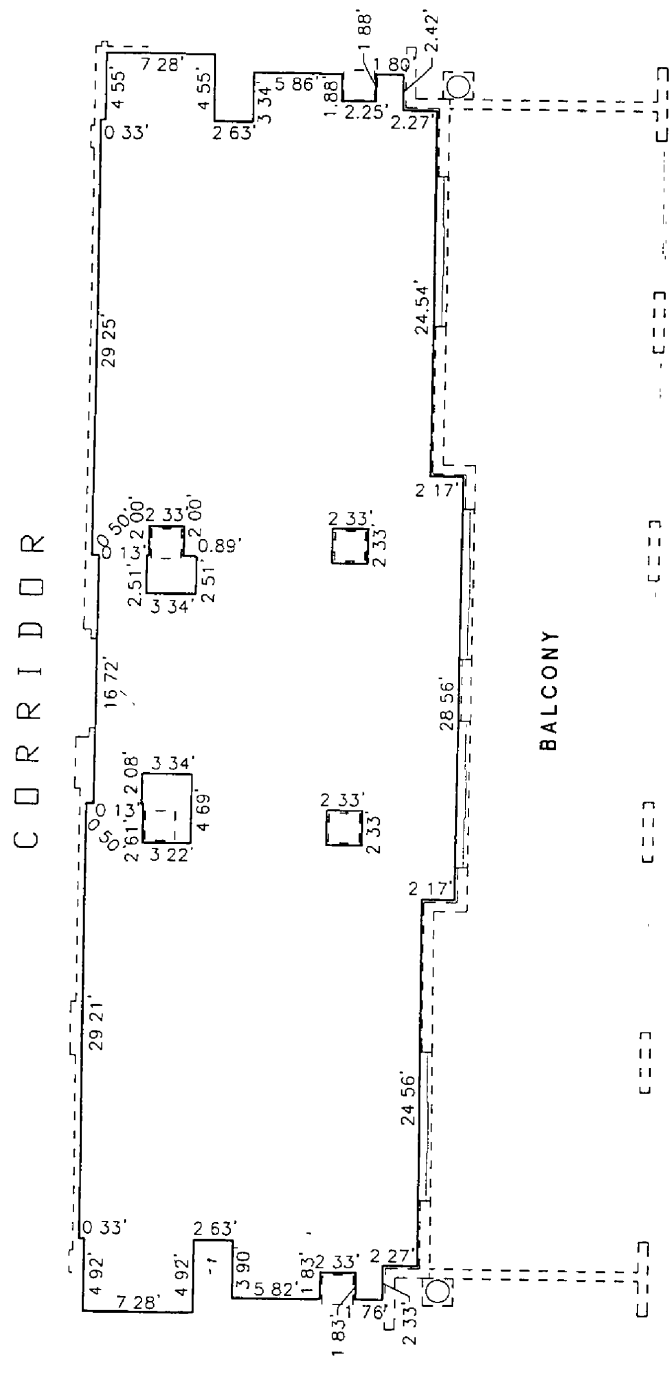
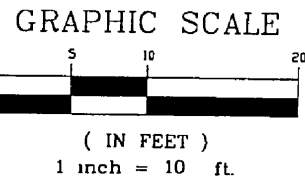
# THE ATLANTIC

FORT LAUDERDALE, FLORIDA



**NOTES:**

- Each Condominium Unit consists of the space bounded by:
- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
  - b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
  - c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planor intersections with each other and with the upper and lower boundaries.
- There may exist some variation between the proposed improvements and the improvements as constructed.



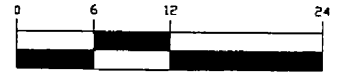
- LEGEND:**
- CONDOMINIUM BOUNDARY
  - - - COMMON ELEMENT BOUNDARY LINE
  - LIMITED COMMON ELEMENTS

Cdb No. 0101090 Drawn By: RMM Date Printed: 11/19/01 12.45e

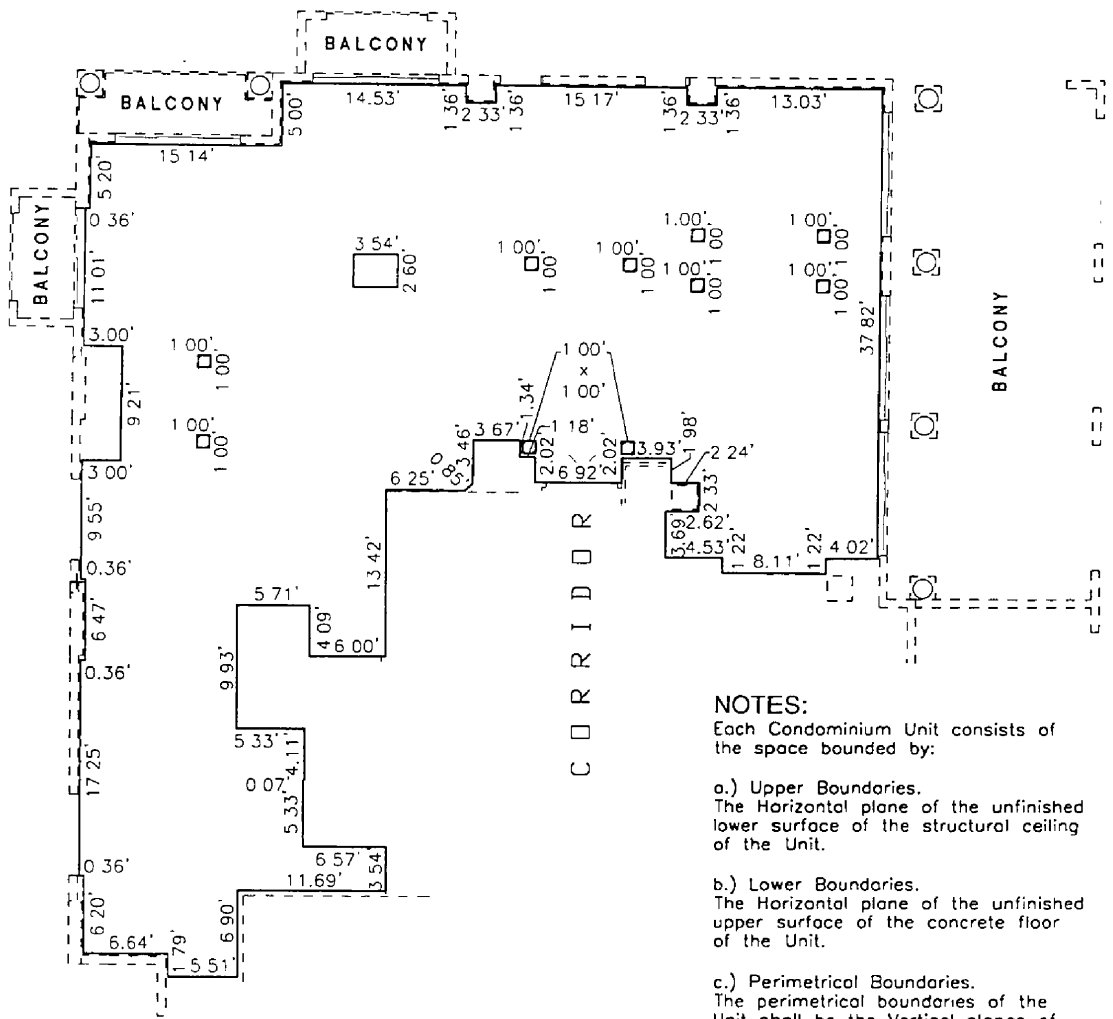
# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

## GRAPHIC SCALE



( IN FEET )  
1 inch = 12 ft.



**NOTES:**

Each Condominium Unit consists of the space bounded by:

- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**LEGEND:**

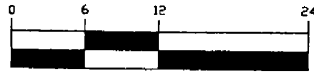
- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

Cad No. 010109U2 Drawn By: RJM Date Printed: 11/19/01 12:45o

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

## GRAPHIC SCALE



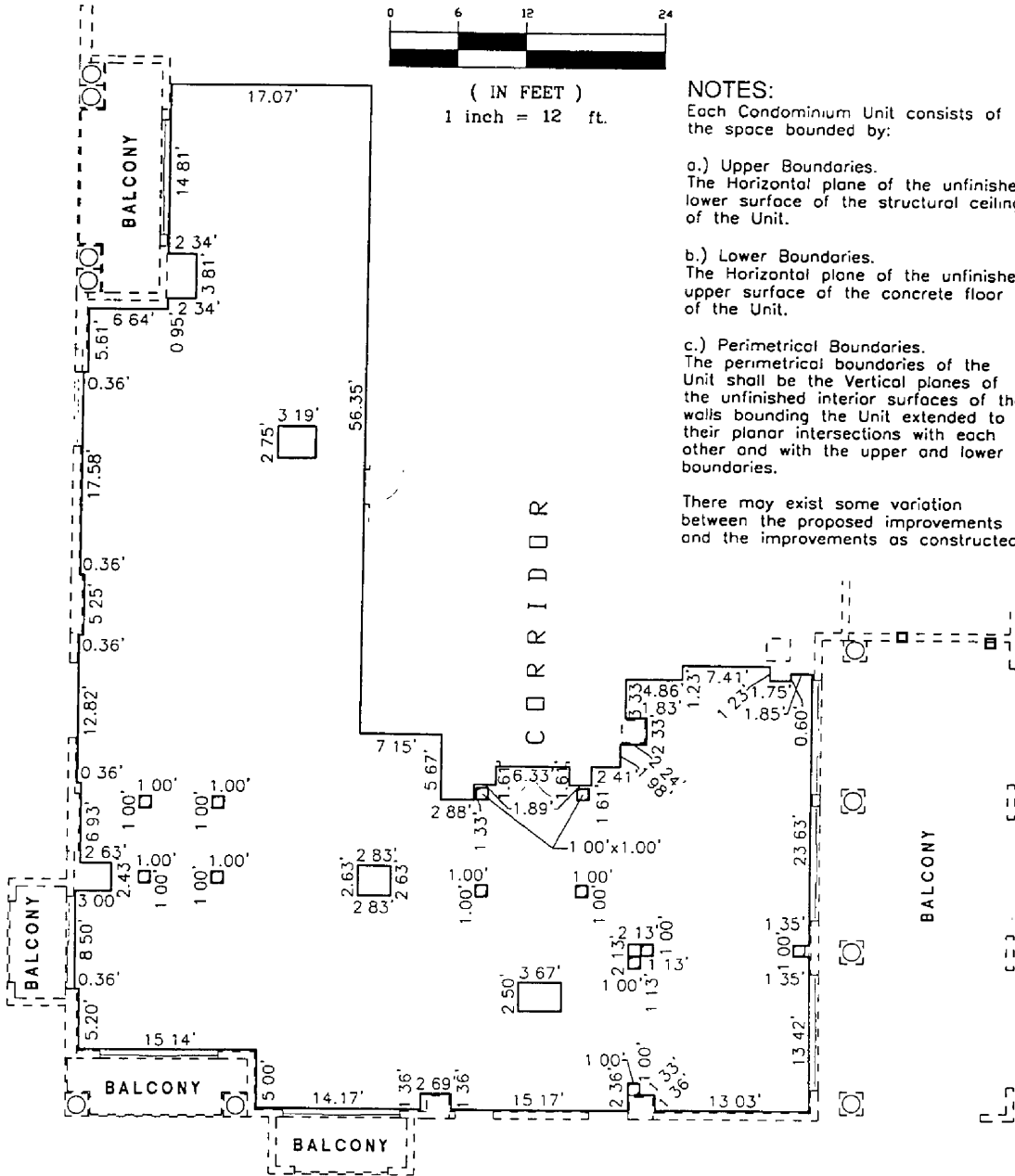
( IN FEET )  
1 inch = 12 ft.

### NOTES:

Each Condominium Unit consists of the space bounded by:

- a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.



### LEGEND:

- CONDOMINIUM BOUNDARY
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

**TYPE P2C**  
PENTHOUSE ONLY

C:\Users\j\OneDrive\Documents\1718/01 127459

# THE ATLANTIC

FORT LAUDERDALE, FLORIDA

**NOTES:**

Each Condominium Unit consists of the space bounded by:

a.) Upper Boundaries.  
The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b.) Lower Boundaries.  
The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

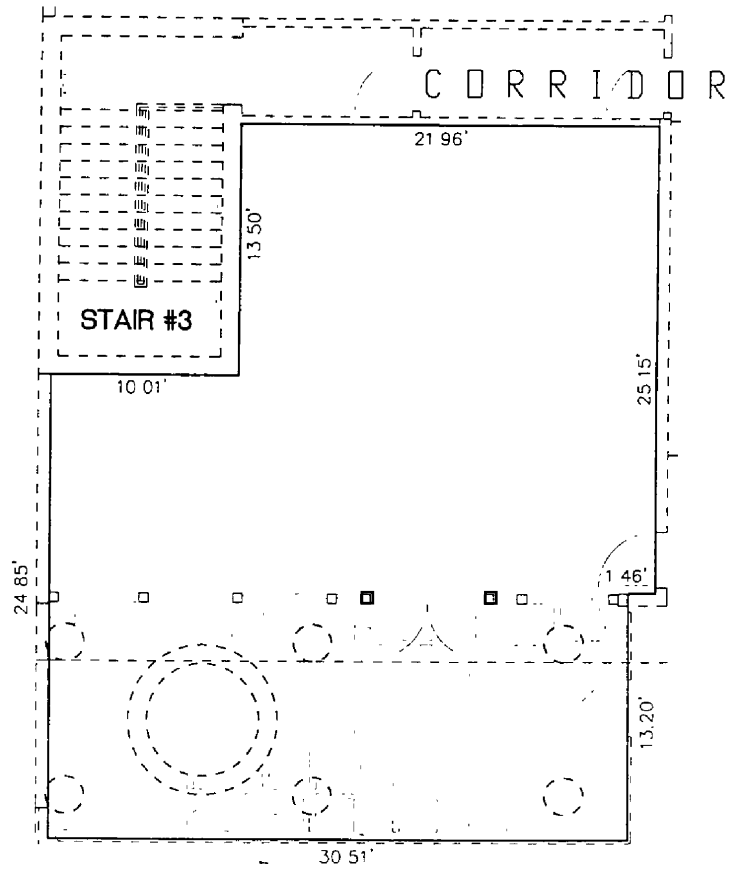
c.) Perimetrical Boundaries.  
The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 8 ft.



UNIT #SPA SUITE

**TYPE S**

**EXHIBIT '3'**  
**TO**  
**DECLARATION**  
**OF**  
**THE ATLANTIC HOTEL CONDOMINIUM**

<u>Unit No.</u>	<u>% Share</u>
A	0.16859%
A(h)	0.16602%
A1	0.17500%
A2	0.16891%
B	0.19743%
L-1	0.17307%
C	0.36762%
L-2	0.17788%
D	0.23076%
D(H)	0.23012%
E	0.22339%
E(H)	0.22307%
F	0.17307%
F(H)	0.17339%
G	0.28108%
H	0.27692%
J	0.29743%
L-3	0.14263%
K	0.36281%
M	0.39006%
N	0.16730%
O	0.14295%
P	0.29102%
R	0.41089%
P-2a	0.58909%
P-2b	0.85415%
P-2c	1.00799%
P-1a	0.60608%
P-1b	0.56377%
S-Spa	0.34358%
Hotel Unit	63.81525%
Retail Unit	0.12596%
Restaurant Unit	2.44162%
Spa Unit	2.89962%
Fitness Unit	0.28012%

NOTE: For a description of Units by Unit Type, please see Exhibit "2" to the Declaration of Condominium (which Declaration is included in this Prospectus as Exhibit "A")

Exhibit "4"

**BY-LAWS  
OF  
THE ATLANTIC HOTEL CONDOMINIUM ASSOCIATION, INC.**

*A corporation not for profit organized  
under the laws of the State of Florida*

1. Identity. These are the By-Laws of **THE ATLANTIC HOTEL CONDOMINIUM ASSOCIATION, INC.** (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.
  - 1.1 Fiscal Year. The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.
  - 1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration for **The Atlantic Hotel Condominium**, unless herein provided to the contrary, or unless the context otherwise requires.
3. Members.
  - 3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of October following the year in which the Declaration is filed.
  - 3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the Condominium's estimated operating budget, reference should be made to Section 10.1 of these By-Laws; and (ii) as to special meetings regarding recall of Board members, reference should be made to Section 4.3 of these By-Laws.
  - 3.3 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit an Unit Owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting, may do so, provided that the Unit Owner has filed a written request with the Secretary of the Association not less than 48 hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:
    - (a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;
    - (b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.
    - (c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and



- (d) At least 48 hours prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

3.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members (annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be hand delivered or sent by regular mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as last furnished to the Association by the Unit Owner. However, if a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address initially identified for that purpose by the Developer and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or if the Owners disagree, notice shall be sent to the address for the Owner as set forth on the deed of the Unit. The posting and mailing of the notice for either special or annual meetings, which notice shall incorporate an identification of agenda items, shall be effected not less than fourteen (14) continuous days, nor more than sixty (60) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of members' meetings shall be posted.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, or the manager or other person providing notice of the meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

3.5 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to cast in excess of 33 1/3% of the votes of members entitled to vote at the subject meeting.

3.6 Voting.

- (a) Number of Votes. Except as provided in Section 3.11 hereof, in any meeting of members, the Owners of each Unit shall be entitled to cast the number of votes designated for their Unit as set forth in the Articles. The vote of a Unit shall not be divisible.
- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes entitled to be cast by the members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.
- (c) Voting Member. If a Unit is owned by one person, that person's right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to

cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

- 3.7 Proxies. Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as specifically provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division. Limited proxies shall be permitted for votes taken to: waive or reduce reserves; waive financial statements; amend the Declaration, Articles or By-Laws; or for any other matter requiring or permitting a vote of Unit Owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.
- 3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.9 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Call to order by President;
  - (b) Appointment by the President of a chairman of the meeting (who need not be a member or a director);
  - (c) Appointment of inspectors of election;
  - (d) Counting of Ballots for Election of Directors;
  - (e) Proof of notice of the meeting or waiver of notice;
  - (f) Reading of minutes;
  - (g) Reports of officers;
  - (h) Reports of committees;
  - (i) Unfinished business;
  - (j) New business;
  - (k) Adjournment.
- Such order may be waived in whole or in part by direction of the chairman.
- 3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or

persons authorized to cast the vote of any such members as elsewhere herein set forth having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which all members (or authorized persons) entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of three (3) directors. Directors must be natural persons who are 18 years of age or older. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony). Directors may not vote at Board meetings by proxy or by secret ballot.

4.2 Election of Directors. Election of Directors shall be held at the annual members' meeting, except as herein provided to the contrary. Not less than sixty (60) days prior to a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than forty (40) days prior to the scheduled election. Together with the notice of meeting and agenda sent in accordance with Section 3.4 above, the Association shall then, mail or deliver a second notice of the meeting to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, which must be furnished by the candidate to the Association not less than thirty five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

The election of directors shall be by written ballot or voting machine. Proxies shall in no event be used in electing the Board at general elections or to fill vacancies caused by resignation or otherwise, provided, however, that limited proxies may be used to fill a vacancy resulting from the recall of a director, in the manner provided by the rules of the Division. Elections shall be decided by a plurality of those ballots and votes cast. There shall be no quorum requirement, however at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There shall be no cumulative voting.

Notwithstanding the provisions of this Section 4.2, an election is not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by members (as addressed in subsection (b) below), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors at any Board meeting (even if the remaining Directors constitute less than a quorum), provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.15 hereof shall be filled by the Developer without the necessity of any meeting.

(b) Any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors

so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director.

- (c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.
  - (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.
- 4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. Notwithstanding the foregoing, any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.
- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment. The directors calling the organizational meeting shall give at least three (3) days advance notice thereof, stating the time and place of the meeting.
- 4.6 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Meetings of the Board of Directors may be held by telephone conference, with those Directors attending by telephone counted toward the quorum requirement, provided that a telephone speaker must be used so that the conversation of those Directors attending by telephone may be heard by the Directors and any Unit Owners attending such meeting in person. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notwithstanding the foregoing, written notice of any meeting of the Board at which nonemergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to all Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee meetings shall be posted. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or where required by the Act. A Director or member of a Committee of the Board of Directors may submit in writing his/her agreement or disagreement with any action taken at a meeting that such individual did not attend. This agreement or disagreement may not be used for the purposes of creating a quorum.

- 4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.
- 4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).
- 4.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.
- 4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Unit Owner to preside).
- 4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
  - (b) Reading and disposal of any unapproved minutes;
  - (c) Reports of officers and committees;
  - (d) Election of officers;
  - (e) Unfinished business;
  - (f) New business;
  - (g) Adjournment.
- Such order may be waived in whole or in part by direction of the presiding officer.
- 4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 4.14 Committees. The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.
- 4.15 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units in the Condominium. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of the director(s) elected. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors: (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers.

and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven (7) years after recordation of the Declaration, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer may transfer control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of an election for the member or members of the Board of Directors. The notice may be given by any Unit Owner if the Association fails to do so.

At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and such Unit Owners shall accept control. At that time (except as to subparagraph (g), which may be ninety (90) days thereafter) Developer shall deliver to the Association, at Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable to the Condominium:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the By-Laws of the Association.
- (d) The minute book, including all minutes, and other books and records of the Association.
- (e) Any rules and regulations which have been adopted.
- (f) Resignations of resigning officers and Board members who were appointed by the Developer.
- (g) The financial records, including financial statements of the association, and source documents from the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if applicable, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments.
- (h) Association funds or the control thereof
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
- (j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the

mechanical components serving the Improvements and the Condominium Property

- (k) A list of the names and addresses of all contractors, subcontractors and suppliers, of which Developer had knowledge at any time in the development of the Condominium, utilized in the construction or remodeling of the improvements and the landscaping of the Condominium and/or Association Property.
- (l) Insurance policies.
- (m) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property.
- (n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.
- (o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
- (q) Leases of the Common Elements and other leases to which the Association is a party, if applicable
- (r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (s) All other contracts to which the Association is a party.

5. Authority of the Board.

5.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following.

- (a) Causing all Common Elements and the Association Property to be operated and maintained.
- (b) Determining the expenses required for the operation of the Association and the Condominium.
- (c) Causing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property to be employed and dismissed.
- (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium and Association Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 14 hereof.
- (e) Causing bank accounts on behalf of the Association and designating the signatories required therefore to be maintained.
- (f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.
- (g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association, or its designee.
- (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

- (j) Causing insurance for the Condominium and Association Property to be obtained and reviewed.
- (k) Causing repairs, additions and improvements to, or alterations of, Condominium Property and Association Property to be made, and causing repairs to and restoration of Condominium and Association Property to be made, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. No fine may exceed \$100.00 per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however, that no such fine shall in the aggregate exceed \$1,000.00. No fine shall become a lien upon a Unit.
- (n) Purchasing or leasing Units for use by resident superintendents and other similar persons or for the general use and enjoyment of the Unit Owners.
- (o) Borrowing money on behalf of the Association or the Condominium when required in connection with the operation, care, upkeep and maintenance of Common Elements (if the need for the funds is unanticipated) or the acquisition of real property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$100,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Unit.
- (p) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Condominium and Association Property and authorizing a management agent (who may be an affiliate or agent of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles, these By-Laws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (q) At its discretion, but within the parameters of the Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Causing all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.) to be executed, and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- (s) The duty and obligation to comply with any requirements of any Federal, State or local rule, regulation, ordinance, code, project or agreement, relating to the installation, maintenance, repair, restoration, renourishing and/or replacing of the



beach/dune system, any seawall, and any crosswalk/boardwalk to and from the beach now or hereafter located upon or adjacent to (even if beyond the legal boundaries of) the Condominium Property.

- (t) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- (u) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

5.2 Contracts. Any contract which is not to be fully performed within one (1) year from the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. Where a contract for purchase, lease or renting materials or equipment, or for the provision of services, requires payment by the Association on behalf of the Condominium in the aggregate exceeding \$5,000.00, the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association and contracts for attorney, accountant, architect, community association manager, engineering and landscape architect services shall not be subject to the provisions hereof. Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within the County.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of the Developer, must be Unit Owners (or authorized representatives of corporate/partnership/trust Unit Owners).

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

6.6 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.15 hereof and by law.

7. Fiduciary Duty. The officers and directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, director or manager shall solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer,

director or manager who knowingly so solicits, offers to accept or accepts any thing or service of a value exceeding \$100.00 shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.

8. Compensation Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
9. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.
10. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

10.1 Budget.

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for all Condominiums governed and operated by the Association (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(21) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium(s) and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost of each reserve item. The Association may adjust replacement and reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote to waive reserves or reduce the funding of reserves for the first two (2) fiscal years of operation of the Association, beginning with the fiscal year in which the Declaration is recorded, after which time and until transfer of control of the Association to Unit Owners other than the Developer, reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a duly called meeting of the Association. Following transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote its voting interest to waive or reduce the funding of reserves. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures, unless their use for any other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-Developer voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be hand delivered to each Unit Owner or mailed to each Unit Owner (at the address last furnished to the Association) not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing

compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

- (ii) Special Membership Meeting. If the Board of Directors adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of such Assessments for the preceding fiscal year, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board of Directors receives, within twenty-one (21) days following the adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days following the adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board of Directors shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board of Directors shall take effect as scheduled.
- (iii) Determination of Budget Amount. Any determination of whether assessments exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board of Directors does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property.
- (iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessments, as herein defined, without the approval of a majority of all voting interests.
- (b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 10.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

10.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 10.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

10.3 Special Assessments and Assessments for Capital Improvements. Special Assessments and Capital Improvement Assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments

The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

- 10.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida, which bank or banks must be insured by the FDIC, as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors. In addition, a separate reserve account should be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance. Reserve and operating funds of the Association shall not be commingled unless combined for investment purposes, provided that the funds so commingled shall be accounted for separately and the combined account balance of such commingled funds may not, at any time, be less than the amount identified as reserve funds in the combined account.
- 10.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the balance of the current budget years' Assessments upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the current budget years' Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.
- 10.6 Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign Association checks and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds and/or insurance shall be paid by the Association as a Common Expense
- 10.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually

Within ninety (90) days following the end of the fiscal year, the Association shall prepare and complete, or cause a third party to prepare and complete, a financial report for the preceding fiscal year (the "Financial Report"). Within twenty-one (21) days following the receipt or completion, as applicable, of the Financial Report, the Board shall mail, or furnish by personal delivery, a copy of the Financial Report to each Unit Owner, or a notice that a copy of the Financial Report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

The Financial Report shall be prepared in accordance with the rules adopted by the Division. The type of Financial Report to be prepared shall, unless modified in the manner set forth below, be based upon the Association's total annual revenues, as follows:

- (a) REPORT OF CASH RECEIPTS AND EXPENDITURES – if the Association's revenues are less than \$100,000.00 or if the Association operates less than fifty (50) Units (regardless of revenue) [or, if determined by the Board, the Association may prepare any of the reports described in subsections (b), (c) or (d) below in lieu of the report described in this section (a)].
- (b) COMPILED FINANCIAL STATEMENTS – if the Association's revenues are equal to or greater than \$100,000.00, but less than \$200,000.00 [or, if determined by the Board, the Association may prepare any of the reports

described in subsections (c) or (d) below in lieu of the report described in this section (b)].

- (c) REVIEWED FINANCIAL STATEMENTS – if the Association's revenues are equal to or greater than \$200,000.00, but less than \$400,000.00 [or, if determined by the Board, the Association may prepare the report described in subsection (d) below in lieu of the report described in this section (c)].
- (d) AUDITED FINANCIAL STATEMENTS – if the Association's revenues are equal to or exceed \$400,000.00.

A report of cash receipts and expenditures must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the association maintains reserves

If approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may prepare or cause to be prepared: (i) a report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement; (ii) a report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or (iii) a report of cash receipts and expenditures, a compiled financial statement or a reviewed financial statement in lieu of an audited financial statement. Such meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which the vote is taken. Prior to the time that control of the Association has been turned over to Unit Owners other than the Developer, all Unit Owners, including the Developer, may vote on issues related to the preparation of financial reports for the first two (2) fiscal years of the Association's operation. Thereafter, until control of the Association has been turned over to Unit Owners other than the Developer, all Unit Owners except for the Developer may vote on such issues.

- 10.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.
- 10.9 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.
- 11 Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
- 12. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of members or directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles or these By-Laws, provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.
- 13. Amendments. Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:
  - 13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
  - 13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:
    - (a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or

- (b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 80% of the votes of the members of the Association represented at a meeting at which a quorum has been attained.
- 13.3 Proviso No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.
- 13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.
14. Rules and Regulations. The Board of Directors may, from time to time, adopt, modify, amend or add to rules and regulations concerning the use of portions of the Condominium and Association Property, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.
15. Official Records. From the inception of the Association, the Association shall maintain for the condominium, a copy of each of the following, where applicable, which shall constitute the official records of the Association:
- (a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;
  - (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
  - (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
  - (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
  - (e) A copy of the current Rules and Regulations of the Association;
  - (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 7 years.
  - (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers;
  - (h) All current insurance policies of the Association and of all Condominiums operated by the Association;
  - (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;
  - (j) Bills of Sale or transfer for all property owned by the Association;
  - (k) Accounting records for the Association and the accounting records for the Condominium. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but not be limited to:
    - (i) Accurate, itemized, and detailed records for all receipts and expenditures.
    - (ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.

- (iii) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
- (iv) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;
- (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections which shall be maintained for a period of 1 year from the date of the meeting to which the document relates.
- (m) All rental records where the Association is acting as agent for the rental of Units.
- (n) A copy of the current Question and Answer Sheet, in the form promulgated by the Division, which shall be updated annually.
- (o) All other records of the Association not specifically listed above which are related to the operation of the Association.

The official records of the Association shall be maintained in the County in which the Condominium is located, or if in another county, then within twenty five (25) miles of the Condominium.

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The failure of an Association to provide official records to a Unit Owner or his authorized representative within ten (10) working days after receipt of a written request therefor shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Articles, By-Laws and rules, and all amendments to the foregoing, as well as the Question and Answer Sheet and year-end financial information required by the Act, to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those persons requesting same. Notwithstanding the provisions of this Section 15, the following records shall not be accessible to Unit Owners:

- (i) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege including any record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation or imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.
  - (ii) Information obtained by an Association in connection with the approval of the lease, sale or other transfer of a Unit.
  - (iii) Medical records of Unit Owners.
16. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Units to the applicable condominium fire and life safety code.
  17. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
  18. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof

The foregoing was adopted as the By-Laws of **THE ATLANTIC HOTEL CONDOMINIUM ASSOCIATION, INC.**, a corporation not for profit under the laws of the State of Florida, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Approved:

\_\_\_\_\_  
Daniel J. Melk, President

\_\_\_\_\_  
Randall P. Fiorenza, Secretary



Exhibit "5"

**ARTICLES OF INCORPORATION  
FOR  
THE ATLANTIC HOTEL CONDOMINIUM  
ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1**  
**NAME**

The name of the corporation shall be **THE ATLANTIC HOTEL CONDOMINIUM ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

**ARTICLE 2**  
**OFFICE**

The principal office and mailing address of the Association shall be at 601 North Fort Lauderdale Beach Blvd., Fort Lauderdale, Florida 33304, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act

**ARTICLE 3**  
**PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located in Broward County, Florida, and known as **THE ATLANTIC HOTEL CONDOMINIUM** (the "Condominium").

**ARTICLE 4**  
**DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Broward County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 5**  
**POWERS**

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

- 5.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the By-Laws or the Act.
- 5.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:
  - (a) To make and collect Assessments and other charges against members as Unit Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.
  - (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.
  - (c) To maintain, repair, replace, reconstruct, add to and operate the Common Elements and/or Association Property, and other property acquired or leased by the Association.
  - (d) To purchase insurance upon the Common Elements and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Common Elements and Association Property and for the health, comfort, safety and welfare of the Unit Owners.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration
- (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Common Elements and Association Property.
- (h) To contract for the management and maintenance of the Common Elements and/or Association Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (i) To employ personnel to perform the services required for the proper operation of the Common Elements and the Association Property.
- (j) To execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, appoints and designates the Board of Directors of the Association as such Owner's agent and attorney-in-fact to execute, any and all such documents or consents

5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

5.4 Distribution of Income; Dissolution The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

**ARTICLE 6**  
**MEMBERS**

6.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.

6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

6.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Residential Unit. The Hotel Unit and each Retail/Commercial Unit shall be entitled to cast five (5) votes each. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

6.4 Meetings The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting

**ARTICLE 7**  
**TERM OF EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE 8**  
**INCORPORATOR**

The name and address of the incorporator of this Corporation is:

<u>NAME</u>	<u>ADDRESS</u>
Daniel J. Melk	5252 Fisher Island Drive Miami FL 33109

**ARTICLE 9**  
**OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Chairman/President:

Daniel J. Melk	5252 Fisher Island Drive Miami FL 33109
----------------	--

Secretary/Treasurer:

Randall P. Fiorenza	5292 Fisher Island Drive Miami FL 33109
---------------------	--

**ARTICLE 10**  
**DIRECTORS**

- 10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association.
- 10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.
- 10.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 10.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.
- 10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Daniel J. Melk	5252 Fisher Island Drive Miami FL 33109
Randall P. Fiorenza	5292 Fisher Island Drive Miami FL 33109
Jeff Portanova	92 Oak Street New Canaan, CT 06840

- 10.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

## ARTICLE 11 INDEMNIFICATION

- 11.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- 11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- 11.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
- 11.4 Determination of Applicability. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made:
- (a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
  - (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
  - (c) By independent legal counsel:
    - 1 selected by the Board of Directors prescribed in paragraph 11.4(a) or the committee prescribed in paragraph 11.4(b); or

2. if a quorum of the Directors cannot be obtained for paragraph 11.4(a) and the Committee cannot be designated under paragraph 11.4(b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.
- 11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph 11.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.
- 11.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.
- 11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:
- (e) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful,
- (f) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
- (g) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.
- 11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.
- 11.9 Application to Court. Notwithstanding the failure of a Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:
- (h) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection 11.3, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
- (i) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 11.7; or
- (j) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed

to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

- 11.10 Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer, the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.
- 11.11 Amendment Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

**ARTICLE 12**  
**BY-LAWS**

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration

**ARTICLE 13**  
**AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner

- 13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby
- 13.2 Adoption Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).
- 13.3 Limitation No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Sections 5.3, 5.4 or 5.5, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer and/or Institutional First Mortgagees, unless the Developer and/or the Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this paragraph 13.3 shall be effective
- 13.4 Developer Amendments To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone
- 13.5 Recording A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Broward County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles

**ARTICLE 14**  
**INITIAL REGISTERED OFFICE;**  
**ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 5252 Fisher Island Drive, Miami Florida 33109, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Daniel J. Melk.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.

\_\_\_\_\_  
Daniel J. Melk, Incorporator

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Broward, State of Florida, the Association named in the said articles has named Daniel J. Melk, located at 5252 Fisher Island Drive, Miami Florida 33109, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

\_\_\_\_\_  
Daniel J. Melk, Registered Agent

DATED this \_\_\_\_\_ day of  
\_\_\_\_\_



EXHIBIT 'B'  
TO  
PROSPECTUS  
FOR  
THE ATLANTIC HOTEL CONDOMINIUM

THE ATLANTIC CONDOMINIUM ASSOCIATION INC.  
ESTIMATED OPERATING BUDGET  
(129 Units) Note 1  
January 1, 2002 - December 31, 2002

	<u>MONTHLY</u>	<u>ANNUALLY</u>
<u>ADMINISTRATIVE EXPENSES:</u>		
Corporate Filing Fees-Annual Report	6.00	72.00
Legal Fees	125.00	1,500.00
Audit/Tax Preparation	200.00	2,400.00
Fees Payable to the Division	41.33	495.96
Taxes Upon Association Property	N/A	N/A
Taxes Upon Leased areas	N/A	N/A
Rent for Recreational Facilities	N/A	N/A
Operating Capital	N/A	N/A
<u>INSURANCE</u>		
Directors & Officers Liability	167.00	2,004.00
<u>OTHER EXPENSES:</u>		
Tower Shared Expenses (Schedule A )	349,704.00	4,196,448.00
Contingency	1,000.00	12,000.00
<b>TOTAL WITHOUT RESERVES</b>	<b>351,243.33</b>	<b>4,214,919.96</b>
<u>RESERVES (Schedule B)</u>	<u>\$322.50</u>	<u>3,870.00</u>
<b>TOTAL WITH RESERVES</b>	<b>351,565.83</b>	<b>4,218,789.96</b>

THE ATLANTIC CONDOMINIUM ASSOCIATION, INC.  
 SHARED EXPENSES  
 (SCHEDULE A)  
 ESTIMATED OPERATING BUDGET  
 January 1, 2002 through December 31, 2002

Expenses administered by the hotel which are 100% attributable & charged to the Condominium Residents

	Monthly	Annual
<u>MANAGEMENT FEES:</u>	2,500.00	30,000.00
On-Site Staff		
On-Site Manager	5,375.00	64,500.00
On-Site Administrative Assistant	2,980.00	35,760.00
<u>LABOR:</u>		
Maintenance Engineer	4,000.00	48,000.00
Assistant Engineer	N/A	N/A
Painter	2,750.00	33,000.00
Garage/Groundskeeper (1)	1,700.00	20,400.00
Janitorial Supervisor	N/A	N/A
Janitorial Services Staff (3)	4,800.00	57,600.00
<u>ADMINISTRATIVE EXPENSES:</u>		
Fees/Elevator Permits	71.00	852.00
Pool Permits	25.00	300.00
Reserve Analysis/Insurance Appraisal	200.00	2,400.00
Office Expense/ Lease Computer, fax & photocopier	650.00	7,800.00
Office Expense - other	250.00	3,000.00
Hotel Contribution	244,564.00	2,934,768.00
<u>INSURANCE</u>		
Boiler & Machinery	300.00	3,600.00
Exterior Glass Coverage	275.00	3,300.00
Fidelity Bond	125.00	1,500.00
Flood	1,050.00	12,600.00
General Liability	625.00	7,500.00
Medical	2,000.00	24,000.00
Property Damage	10,100.00	121,200.00
Umbrella Liability	550.00	6,600.00
<u>CONTRACT SERVICES:</u>		
Access & Security System Maintenance	1,000.00	12,000.00
Cable	2,214.00	26,568.00
Carpet / Deep Clean	500.00	6,000.00
Central PBX Phone System	675.00	8,100.00
Concierge	3,650.00	43,800.00
Consultants	400.00	4,800.00
Driveway / Paver Maintenance	600.00	7,200.00
Emergency Generator	150.00	1,800.00
Elevator Maintenance	2,200.00	26,400.00
Fertilization and Insect Control (Exterior)	350.00	4,200.00
Fire Sprinkler System Certification	300.00	3,600.00
Patrol Service	9,000.00	108,000.00
Health Clup Equip. Maintenance	100.00	1,200.00

THE ATLANTIC CONDOMINIUM ASSOCIATION, INC.  
 SHARED EXPENSES  
 (SCHEDULE A)  
 ESTIMATED OPERATING BUDGET  
 January 1, 2002 through December 31, 2002

	<u>Monthly</u>	<u>Annual</u>
HVAC Systems Maintenance (Corridors)	1,500.00	18,000.00
Interior Plants	150.00	1,800.00
Irrigation Maintenance	250.00	3,000.00
Landscape Maintenance	1,500.00	18,000.00
Life safety Equipment	1,250.00	15,000.00
Floor Contract Maintenance Hard Surface	500.00	6,000.00
Odor control Equipment & Supplies	350.00	4,200.00
Pest Control/Interior	675.00	8,100.00
Pool/Fountain Maintenance	950.00	11,400.00
Building Equipment Maintenance	200.00	2,400.00
Trash/Recycling Collection	810.00	9,720.00
Trash/Recycling Equipment	750.00	9,000.00
Unit Appliance/Minor Electrical & Plumbing Service	1,025.00	12,300.00
Valet Service	6,600.00	79,200.00
Water Treatment	400.00	4,800.00
Window Cleaning	600.00	7,200.00
 <u>SUPPLIES &amp; REPAIRS:</u>		
Access & Security System Repairs	350.00	4,200.00
Boiler System Maintenance	250.00	3,000.00
Elec. Supplies & Repair	350.00	4,200.00
Emergency Generator	75.00	900.00
General Maintenance	500.00	6,000.00
HVAC Supplies	300.00	3,600.00
Janitorial Supplies	250.00	3,000.00
Landscape Replacement	250.00	3,000.00
Miscellaneous Equipment Repair	200.00	2,400.00
Pool Supplies	100.00	1,200.00
Plumbing Maintenance/Supplies	150.00	1,800.00
Site Communication	100.00	1,200.00
Towel Service	0.00	0.00
Tree Trimming	250.00	3,000.00
Staff Uniforms	250.00	3,000.00
 <u>UTILITIES:</u>		
Electricity	8,000.00	96,000.00
Natural Gas	3,500.00	42,000.00
Telephones	900.00	10,800.00
Water/Sewer	4,700.00	56,400.00
 <u>OTHER EXPENSES:</u>		
Contingency	1,900.00	22,800.00
 TOTAL WITHOUT RESERVES	 <u>345,914.00</u>	 <u>4,150,968.00</u>
RESERVES (Schedule B2)	\$3,790.00	45,480.00
 TOTAL WITH RESERVES	 <u>349,704.00</u>	 <u>4,196,448.00</u>

THE ATLANTIC CONDOMINIUM ASSOCIATION INC.  
 RESERVE SUMMARY  
 129 UNITS  
 (SCHEDULE B)

Description	Current Replacement Cost	Useful Life	Remaining Life	Accumulated Balance	Unfunded Balance	Annual Contribution	Monthly Contribution
ROOF TOTAL	N/A	15-25	15-25	0	\$ -	\$ -	\$ -
PAINTING TOTAL	\$ 14,040.00	7-10	7-10	0	\$ 14,040.00	\$ 1,404.00	\$ 117.00
MECHANICAL/ELECTRICAL TOTAL	\$ -	7-25	7-25	0	\$ -	\$ -	\$ -
MISC. BUILDING COMPONENTS TOTAL	\$ -	7-16	7-16	0	\$ -	\$ -	\$ -
FURNISHINGS, FINISHES & EQUIPMENT TOTAL	\$ 8,280.00	3-30	3-30	0	\$ 8,280.00	\$ 2,466.00	\$ 205.50
<b>GRAND TOTAL</b>	<b>\$ 22,320.00</b>					<b>\$ 3,870.00</b>	<b>\$322.50</b>

RESERVE DETAIL  
129 Units  
(SCHEDULE B)

Description	Qty.	Cost Per Unit	Current Replacement Cost	Useful Life	Remaining Life	Accumulated Balance	Unfunded Balance	Annual Contribution	Monthly Contribution
<b>ROOFS</b>									
Decorative roof finish	1	N/A	0.00	25	25	\$0.00	\$ -	\$ -	\$ -
Modified membrane	1	N/A	0.00	15	15	\$0.00	\$ -	\$ -	\$ -
<b>ROOF TOTAL</b>			<b>0.00</b>	<b>15-25</b>	<b>15-25</b>	<b>\$0.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>PAINTING</b>									
Paint Exterior Rail/Electrostatic Condo Building	4560	2.95	0.00	7	7	\$0.00	\$ -	\$ -	\$ -
Paint Exterior & Waterproof Condo Building	1	129000	0.00	7	7	\$0.00	\$ -	\$ -	\$ -
Paint Interior Stairwells	1	14040	\$ 14,040.00	10	10	\$0.00	\$ 14,040.00	\$ 1,404.00	\$ 117.00
<b>PAINTING TOTAL</b>			<b>\$ 14,040.00</b>	<b>7-10</b>	<b>7-10</b>	<b>\$0.00</b>	<b>\$14,040.00</b>	<b>\$1,404.00</b>	<b>\$117.00</b>
<b>MECHANICAL/ELECTRICAL</b>									
A/C Heat Pump Unit, Elev. Machine Room	1	4704	\$ -	14	14	\$0.00	\$ -	\$ -	\$ -
A/C Air Handling Unit-Common Rooms	3	3500	\$ -	14	14	\$0.00	\$ -	\$ -	\$ -
A/C Air Handling Unit-Common Corridors	1	50400	\$ -	15	15	\$0.00	\$ -	\$ -	\$ -
A/C Condenser Water Pump/Motor	2	7800	\$ -	10	10	\$0.00	\$ -	\$ -	\$ -
A/C Cooling Tower	1	70020	\$ -	15	15	\$0.00	\$ -	\$ -	\$ -
Domestic Water Pump	1	9288	\$ -	18	18	\$0.00	\$ -	\$ -	\$ -
Domestic Water Booster Pump	1	7128	\$ -	9	9	\$0.00	\$ -	\$ -	\$ -
Exhaust Fan, Roof Exhausters	20	1188	\$ -	22	22	\$0.00	\$ -	\$ -	\$ -
Fire Safety System	1	150000	\$ -	20	20	\$0.00	\$ -	\$ -	\$ -
Generator	1	9024	\$ -	8	8	\$0.00	\$ -	\$ -	\$ -
Fire Pump	1	5100	\$ -	25	25	\$0.00	\$ -	\$ -	\$ -
Security/Access System	1	149940	\$ -	7	7	\$0.00	\$ -	\$ -	\$ -
<b>MECHANICAL/ELECTRICAL TOTAL</b>			<b>\$ -</b>	<b>7-25</b>	<b>7-25</b>	<b>\$0.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>MISC. BUILDING COMPONENTS</b>									
Pool, Ceramic Tile Trim	1	11328	\$ -	16	16	\$0.00	\$ -	\$ -	\$ -
Pool, Exposed Agregate Finish	1	4512	\$ -	8	8	\$0.00	\$ -	\$ -	\$ -
Pool, Nat. Gas Heater	2	2184	\$ -	7	7	\$0.00	\$ -	\$ -	\$ -
<b>MISC. BUILDING COMPONENTS TOTAL</b>			<b>\$ -</b>	<b>7-16</b>	<b>7-16</b>	<b>\$0.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

THE ATLANTIC CONDOMINIUM ASSOCIATION INC.  
RESERVE DETAIL  
129 Units  
(SCHEDULE B)

Description	Qty	Cost Per Unit	Current Replacement Cost	Useful Life	Remaining Life	Accumulated Balance	Unfunded Balance	Annual Contribution	Monthly Contribution
<b>FURNISHINGS, FINISHES &amp; EQUIPMENT</b>									
Elevator Cab. Refurbishment	5	9990 \$	-	15	15	\$0.00	\$ -	\$ -	\$ -
Equipment, Electronic	1	2040 \$	-	10	10	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Dumbbell	1	1440 \$	-	30	30	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Recline Stationary Bike	2	2412 \$	-	6	6	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Stairstepper	2	2412 \$	-	6	6	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Treadmill	3	5500 \$	-	5	5	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Crossstrainer	1	3300 \$	-	5	5	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Weight Machine, 3 Station	1	3672 \$	-	18	18	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Weight Machine, 4 Station	1	4968 \$	-	18	18	\$0.00	\$ -	\$ -	\$ -
Equipment, Office, Computers-Mgmt Office	2	2502 \$	5,004.00	3	3	\$0.00	\$ 5,004.00	\$ 1,668.00	\$ 139.00
Equipment, Office, Copy Machine, Fax-Mgmt Office	1	2016 \$	2,016.00	3	3	\$0.00	\$ 2,016.00	\$ 672.00	\$ 56.00
Finish, Carpet-Common Hallways	1900	30 \$	-	10	10	\$0.00	\$ -	\$ -	\$ -
Finish, Corridor Floor, marble	3800	15 \$	-	10	10	\$0.00	\$ -	\$ -	\$ -
Finish, Carpet-Mgmt. Office	60	21 \$	1,260.00	10	10	\$0.00	\$ 1,260.00	\$ 126.00	\$ 10.50
Finish, Garage P2-Lobby	1	5040 \$	-	5	5	\$0.00	\$ -	\$ -	\$ -
Redecorating Allowance-Common corridors	1	241500 \$	-	7	7	\$0.00	\$ -	\$ -	\$ -
Redorating-Main Lobby/Condo Common Area Rooms	1	60000 \$	-	8	8	\$0.00	\$ -	\$ -	\$ -
Refurbishment Allowance-Gym	1	14976 \$	-	6	6	\$0.00	\$ -	\$ -	\$ -
Refurbishment-Restrooms/Poolside	1	14976 \$	-	8	8	\$0.00	\$ -	\$ -	\$ -
Furniture, Outdoor, Reconditon	1	12000 \$	-	4	4	\$0.00	\$ -	\$ -	\$ -
<b>FURNISHINGS, FINISHES &amp; EQUIPMENT TOTAL</b>			<b>\$ 8,280.00</b>	<b>3-30</b>	<b>3-30</b>	<b>\$0.00</b>	<b>\$ 8,280.00</b>	<b>\$ 2,466.00</b>	<b>\$ 205.50</b>
<b>GRAND TOTAL</b>			<b>\$ 22,320.00</b>					<b>\$ 3,870.00</b>	<b>\$322.50</b>

THE ATLANTIC CONDOMINIUM ASSOCIATION INC.  
 SHARED EXPENSES RESERVE SUMMARY  
 (Schedule B2)

Description	Current Replacement Cost	Useful Life	Remaining Life	Accumulated Balance	Unfunded Balance	Annual Contribution	Monthly Contribution
ROOF TOTAL	\$ 118,800.00	15-25	15-25	\$ -	\$ 118,800.00	\$ 7,248.00	\$ 604.00
PAINTING TOTAL	\$ 97,692.00	7-10	7-10	\$ -	\$ 97,692.00	\$ 13,956.00	\$ 1,163.00
MECHANICAL/ELECTRICAL TOTAL	\$ 244,080.00	7-25	7-25	\$ -	\$ 244,080.00	\$ 16,848.00	\$ 1,404.00
MISC. BUILDING COMPONENTS TOTAL	\$ 20,208.00	7-16	7-16	\$ -	\$ 20,208.00	\$ 1,896.00	\$ 158.00
FURNISHINGS, FINISHES & EQUIPMENT TOTAL	\$ 68,226.00	3-30	3-30	\$ -	\$ 68,226.00	\$ 5,532.00	\$ 461.00
<b>GRAND TOTAL</b>	<b>\$ 549,006.00</b>					<b>\$ 45,480.00</b>	<b>\$3,790.00</b>

THE ATLANTIC CONDOMINIUM SHARED RESERVED EXPENSES  
RESERVE DETAIL  
(SCHEDULE B2)

Description	Qty	Cost Per Unit	Current Replacement Cost	Useful Life	Remaining Life	Accumulated Balance	Unfunded Balance	Annual Contribution	Monthly Contribution
<b>ROOFS</b>									
Decorative roof finish	1	\$ 25,200.00	25,200.00	25	25	\$0.00	\$ 25,200.00	\$ 1,008.00	\$ 84.00
Modified membrane	1	\$ 93,600.00	93,600.00	15	15	\$0.00	\$ 93,600.00	\$ 6,240.00	\$ 520.00
<b>ROOF TOTAL</b>			<b>118,800.00</b>	<b>15-25</b>	<b>15-25</b>	<b>\$0.00</b>	<b>\$ 118,800.00</b>	<b>\$ 7,248.00</b>	<b>\$ 604.00</b>
<b>PAINTING</b>									
Paint Exterior Rail/Electrostatic Condo Building	4564	\$ 3.00	13,692.00	7	7	\$0.00	\$ 13,692.00	\$ 1,956.00	\$ 163.00
Paint Exterior & Waterproof Condo Building	1	\$ 84,000.00	84,000.00	7	7	\$0.00	\$ 84,000.00	\$ 12,000.00	\$ 1,000.00
Paint Interior Stairwells	1	\$ -	-	10	10	\$0.00	-	-	-
<b>PAINTING TOTAL</b>			<b>\$ 97,692.00</b>	<b>7-10</b>	<b>7-10</b>	<b>\$0.00</b>	<b>\$97,692.00</b>	<b>\$13,956.00</b>	<b>\$1,163.00</b>
<b>MECHANICAL/ELECTRICAL</b>									
A/C Heat Pump Unit, Elev. Machine Room	1	\$ 4,704.00	\$ 4,704.00	14	14	\$0.00	\$ 4,704.00	\$ 336.00	\$ 28.00
A/C Air Handling Unit-Common Rooms	3	\$ 3,528.00	\$ 10,584.00	14	14	\$0.00	\$ 10,584.00	\$ 756.00	\$ 63.00
A/C Condenser Water Pump/Motor	2	\$ 7,800.00	\$ 15,600.00	10	10	\$0.00	\$ 15,600.00	\$ 1,560.00	\$ 130.00
A/C Cooling Tower	1	\$ 70,020.00	\$ 70,020.00	15	15	\$0.00	\$ 70,020.00	\$ 4,668.00	\$ 389.00
Domestic Water Pump	1	\$ 9,288.00	\$ 9,288.00	18	18	\$0.00	\$ 9,288.00	\$ 516.00	\$ 43.00
Exhaust Fan, Roof Exhausters	20	\$ 1,188.00	\$ 23,760.00	22	22	\$0.00	\$ 23,760.00	\$ 1,080.00	\$ 90.00
Fire Safety System	1	\$ 60,000.00	\$ 60,000.00	20	20	\$0.00	\$ 60,000.00	\$ 3,000.00	\$ 250.00
Generator	1	\$ 9,024.00	\$ 9,024.00	8	8	\$0.00	\$ 9,024.00	\$ 1,128.00	\$ 94.00
Fire Pump	1	\$ 5,100.00	\$ 5,100.00	25	25	\$0.00	\$ 5,100.00	\$ 204.00	\$ 17.00
Security/Access System	1	\$ 36,000.00	\$ 36,000.00	10	10	\$0.00	\$ 36,000.00	\$ 3,600.00	\$ 300.00
<b>MECHANICAL/ELECTRICAL TOTAL</b>			<b>\$ 244,080.00</b>	<b>7-25</b>	<b>7-25</b>	<b>\$0.00</b>	<b>\$ 244,080.00</b>	<b>\$ 16,848.00</b>	<b>\$ 1,404.00</b>
<b>MISC BUILDING COMPONENTS</b>									
Pool, Ceramic Tile Trim	1	\$ 11,328.00	\$ 11,328.00	16	16	\$0.00	\$ 11,328.00	\$ 708.00	\$ 59.00
Pool, Exposed Aggregate Finish	1	\$ 4,512.00	\$ 4,512.00	8	8	\$0.00	\$ 4,512.00	\$ 564.00	\$ 47.00
Pool, Nat. Gas Heater	2	\$ 2,184.00	\$ 4,368.00	7	7	\$0.00	\$ 4,368.00	\$ 624.00	\$ 52.00
<b>MISC. BUILDING COMPONENTS TOTAL</b>			<b>\$ 20,208.00</b>	<b>7-16</b>	<b>7-16</b>	<b>\$0.00</b>	<b>\$ 20,208.00</b>	<b>\$ 1,896.00</b>	<b>\$ 158.00</b>



THE ATLANTIC CONDOMINIUM SHARED RESERVED EXPENSES  
RESERVE DETAIL  
(SCHEDULE B2)

Description	Qty.	Cost Per Unit	Current Replacement Cost	Useful Life	Remaining Life	Accumulated Balance	Unfunded Balance	Annual Contribution	Monthly Contribution
<b>FURNISHINGS, FINISHES &amp; EQUIPMENT</b>									
Elevator Cab, Refurbishment	5	\$ 9,990.00	\$ 49,950.00	15	15	\$ 0.00	\$ 49,950.00	\$ 3,330.00	\$ 277.50
Equipment, Electronic	1	\$ 2,040.00	\$ 2,040.00	10	10	\$ 0.00	\$ 2,040.00	\$ 204.00	\$ 17.00
Equipment, Gym, Dumbbell	1	\$ -	\$ -	30	30	\$ 0.00	\$ -	\$ -	\$ -
Equipment, Gym, Recline Stationary Bike	2	\$ -	\$ -	6	6	\$ 0.00	\$ -	\$ -	\$ -
Equipment, Gym, Stairstepper	2	\$ -	\$ -	6	6	\$ 0.00	\$ -	\$ -	\$ -
Equipment, Gym, Treadmill	3	\$ -	\$ -	5	5	\$ 0.00	\$ -	\$ -	\$ -
Equipment, Gym, Crossstrainer	1	\$ -	\$ -	5	5	\$ 0.00	\$ -	\$ -	\$ -
Equipment, Gym, Weight Machine, 3 Station	1	\$ -	\$ -	18	18	\$ 0.00	\$ -	\$ -	\$ -
Equipment, Gym, Weight Machine, 4 Station	1	\$ -	\$ -	18	18	\$ 0.00	\$ -	\$ -	\$ -
Equipment, Office, Computers-Mgmt Office	2	\$ -	\$ -	3	3	\$ 0.00	\$ -	\$ -	\$ -
Equipment, Office, Copy Machine, Fax-Mgmt Office	1	\$ -	\$ -	3	3	\$ 0.00	\$ -	\$ -	\$ -
Finish, Carpel-Common Hallways	1900	\$ -	\$ -	10	10	\$ 0.00	\$ -	\$ -	\$ -
Finish, Corridor Floor, marble	3800	\$ -	\$ -	10	10	\$ 0.00	\$ -	\$ -	\$ -
Finish, Carpel-Mgmt. Office	60	\$ 21.00	\$ 1,260.00	10	10	\$ 0.00	\$ 1,260.00	\$ 126.00	\$ 10.50
Finish, Garage P2-Lobby	1	\$ -	\$ -	5	5	\$ 0.00	\$ -	\$ -	\$ -
Redecorating Allowance-Common corridors	1	\$ -	\$ -	7	7	\$ 0.00	\$ -	\$ -	\$ -
Redorating-Main Lobby/Condo Comthn Area Rooms	1	\$ -	\$ -	8	8	\$ 0.00	\$ -	\$ -	\$ -
Refurbishment Allowance-Gym	1	\$ -	\$ -	6	6	\$ 0.00	\$ -	\$ -	\$ -
Refurbishment-Restrooms/Poolside	1	\$ 14,976.00	\$ 14,976.00	8	8	\$ 0.00	\$ 14,976.00	\$ 1,872.00	\$ 156.00
Furniture, Outdoor, Recondition	1	\$ -	\$ -	4	4	\$ 0.00	\$ -	\$ -	\$ -
<b>FURNISHINGS, FINISHES &amp; EQUIPMENT TOTAL</b>			<b>\$ 68,226.00</b>	<b>3-30</b>	<b>3-30</b>	<b>\$ 0.00</b>	<b>\$ 68,226.00</b>	<b>\$ 5,532.00</b>	<b>\$ 461.00</b>
<b>GRAND TOTAL</b>			<b>\$ 549,006.00</b>					<b>\$ 45,480.00</b>	<b>\$ 3,790.00</b>

<u>Unit Type</u>	<u>Monthly with Reserves</u>	<u>Annual with Reserves</u>	<u>Monthly without Reserves</u>	<u>Annual Without Reserves</u>	<u>Shared Costs Monthly</u>	<u>Shared Costs Annual</u>	<u>Aggregate Monthly</u>	<u>Aggregate Annual</u>
A	\$3 14	\$37 67	\$2 60	\$31 14	\$495 39	\$5,944 63	\$497 98	\$5,975 78
A(h)	\$3 09	\$37 09	\$2 56	\$30 67	\$487 85	\$5,854 22	\$490 41	\$5,884 89
A1	\$3 26	\$39 10	\$2 69	\$32 33	\$514 22	\$6,170 67	\$516 92	\$6,202 99
A2	\$3 14	\$37 74	\$2 60	\$31 20	\$496 33	\$5,955 93	\$498 93	\$5,987 14
B	\$3 68	\$44 11	\$3 04	\$36 47	\$580 15	\$6,961 78	\$583 19	\$6,998 25
L-1	\$3 22	\$38 67	\$2 66	\$31 97	\$508 57	\$6,102 86	\$511 24	\$6,134 82
C	\$6 84	\$82 13	\$5 66	\$67 91	\$1,080 24	\$12,962 92	\$1,085 90	\$13,030 82
L-2	\$3 31	\$39 74	\$2 74	\$32 86	\$522 70	\$6,272 38	\$525 44	\$6,305 24
D	\$4 30	\$51 56	\$3 55	\$42 63	\$678 10	\$8,137 14	\$681 65	\$8,179 77
D(H)	\$4 28	\$51 41	\$3 54	\$42 51	\$676 21	\$8,114 54	\$679 75	\$8,157 05
E	\$4 16	\$49 91	\$3 44	\$41 26	\$656 43	\$7,877 20	\$659 87	\$7,918 47
E(H)	\$4 15	\$49 84	\$3 43	\$41 21	\$655 49	\$7,865 90	\$658 93	\$7,907 11
F	\$3 22	\$38 67	\$2 66	\$31 97	\$508 57	\$6,102 86	\$511 24	\$6,134 82
F(H)	\$3 23	\$38 74	\$2 67	\$32 03	\$509 51	\$6,114 16	\$512 18	\$6,146 19
G	\$5 23	\$62 80	\$4 33	\$51 92	\$825 96	\$9,911 49	\$830 28	\$9,963 41
H	\$5 16	\$61 87	\$4 26	\$51 15	\$813 71	\$9,764 57	\$817 98	\$9,815 72
J	\$5 54	\$66 45	\$4 58	\$54 94	\$873 99	\$10,487 87	\$878 57	\$10,542 81
L-3	\$2 66	\$31 87	\$2 20	\$26 35	\$419 10	\$5,029 21	\$421 30	\$5,055 55
K	\$6 75	\$81 06	\$5 58	\$67 02	\$1,066 12	\$12,793 39	\$1,071 70	\$12,860 41
M	\$7 26	\$87 15	\$6 00	\$72 05	\$1,146 17	\$13,754 03	\$1,152 17	\$13,826 08
N	\$3 11	\$37 38	\$2 58	\$30 90	\$491 62	\$5,899 43	\$494 19	\$5,930 33
O	\$2 66	\$31 94	\$2 20	\$26 41	\$420 04	\$5,040 51	\$422 24	\$5,066 91
P	\$5 42	\$65 02	\$4 48	\$53 76	\$855 15	\$10,261 84	\$859 63	\$10,315 60
R	\$7 65	\$91 80	\$6 32	\$75 90	\$1,207 39	\$14,488 63	\$1,213 71	\$14,564 53
P-2a	\$10 97	\$131 61	\$9 07	\$108 82	\$1,731 03	\$20,772 31	\$1,740 09	\$20,881 13
P-2b	\$15 90	\$190 83	\$13 15	\$157 78	\$2,509 89	\$30,118 72	\$2,523 04	\$30,276 50
P-2c	\$18 77	\$225 20	\$15 52	\$186 20	\$2,961 96	\$35,543 48	\$2,977 47	\$35,729 68
P-1a	\$11 28	\$135 41	\$9 33	\$111 95	\$1,780 94	\$21,371 30	\$1,790 27	\$21,483 25
P-1b	\$10 50	\$125 96	\$8 68	\$104 14	\$1,656 62	\$19,879 49	\$1,665 30	\$19,983 63
S-Spa	\$6 40	\$76 76	\$5 29	\$63 47	\$1,009 61	\$12,115 30	\$1,014 90	\$12,178 76
Hotel Unit	\$1,188 13	\$14,257 58	\$982 33	\$11,787 93			\$982 33	\$11,787 93
Retail Unit	\$2 35	\$28 14	\$1 94	\$23 27	\$370 13	\$4,441 52	\$372 07	\$4,464 79
Restaurant Unit	\$45 46	\$545 51	\$37 58	\$451 02	\$7,174 62	\$86,095 47	\$7,212 21	\$86,546 49
Spa Unit	\$53 99	\$647 83	\$44 63	\$535 62	\$8,520 45	\$102,245 43	\$8,565 09	\$102,781 05
Fitness Unit	\$5 22	\$62 58	\$4 31	\$51 74	\$823 13	\$9,877 58	\$827 44	\$9,929 33

EXHIBIT "B-1"

THE ATLANTIC CONDOMINIUM ASSOCIATION INC.  
 ESTIMATED OPERATING BUDGET  
 (129 Units)  
 January 1, 2002 - December 31, 2002

	<u>MONTHLY</u>	<u>ANNUALLY</u>
<u>ADMINISTRATIVE EXPENSES:</u>		
Corporate Filing Fees-Annual Report	6.00	72.00
Legal Fees	125.00	1,500.00
Audit/Tax Preparation	200.00	2,400.00
Fees Payable to the Division	42.67	512.00
Taxes Upon Association Property	N/A	N/A
Taxes Upon Leased areas	N/A	N/A
Rent for Recreational Facilities	N/A	N/A
Operating Capital	N/A	N/A
<u>INSURANCE</u>		
Directors & Officers Liability	167.00	2,004.00
<u>OTHER EXPENSES:</u>		
Contingency	1,000.00	12,000.00
<b>TOTAL WITHOUT RESERVES</b>	<b>1,540.67</b>	<b>18,488.00</b>
<b>RESERVES (Schedule B)</b>	<b>\$322.50</b>	<b>3,870.00</b>
<b>TOTAL WITH RESERVES</b>	<b>1,863.17</b>	<b>22,358.00</b>

THE ATLANTIC CONDOMINIUM ASSOCIATION INC.  
RESERVE SUMMARY  
129 UNITS  
(SCHEDULE B)

Description	Current Replacement Cost	Useful Life	Remaining Life	Accumulated Balance	Unfunded Balance	Annual Contribution	Monthly Contribution
ROOF TOTAL	N/A	15-25	15-25	0	\$ -	\$ -	\$ -
PAINTING TOTAL	\$ 14,040.00	7-10	7-10	0	\$ 14,040.00	\$ 1,404.00	\$ 117.00
MECHANICAL/ELECTRICAL TOTAL	\$ -	7-25	7-25	0	\$ -	\$ -	\$ -
MISC. BUILDING COMPONENTS TOTAL	\$ -	7-16	7-16	0	\$ -	\$ -	\$ -
FURNISHINGS, FINISHES & EQUIPMENT TOTAL	\$ 8,280.00	3-30	3-30	0	\$ 8,280.00	\$ 2,466.00	\$ 205.50
<b>GRAND TOTAL</b>	<b>\$ 22,320.00</b>					<b>\$ 3,870.00</b>	<b>\$322.50</b>

RESERVE DETAIL  
129 Units  
(SCHEDULE B)

Description	Qty.	Cost Per Unit	Current Replacement Cost	Useful Life	Remaining Life	Accumulated Balance	Unfunded Balance	Annual Contribution	Monthly Contribution
<b>ROOFS</b>									
Decorative roof finish	1	N/A	0.00	25	25	\$0.00	\$ -	\$ -	\$ -
Modified membrane	1	N/A	0.00	15	15	\$0.00	\$ -	\$ -	\$ -
<b>ROOF TOTAL</b>			<b>0.00</b>	<b>15-25</b>	<b>15-25</b>	<b>\$0.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>PAINTING</b>									
Paint Exterior Rail/Electrostatic Condo Building	4560	2.95	0.00	7	7	\$0.00	\$ -	\$ -	\$ -
Paint Exterior & Waterproof Condo Building	1	129000	0.00	7	7	\$0.00	\$ -	\$ -	\$ -
Paint Interior Stairwells	1	14040	\$ 14,040.00	10	10	\$0.00	\$ 14,040.00	\$ 1,404.00	\$ 117.00
<b>PAINTING TOTAL</b>			<b>\$ 14,040.00</b>	<b>7-10</b>	<b>7-10</b>	<b>\$0.00</b>	<b>\$ 14,040.00</b>	<b>\$ 1,404.00</b>	<b>\$ 117.00</b>
<b>MECHANICAL/ELECTRICAL</b>									
A/C Heat Pump Unit, Elev. Machine Room	1	4704	\$ -	14	14	\$0.00	\$ -	\$ -	\$ -
A/C Air Handling Unit-Common Rooms	3	3500	\$ -	14	14	\$0.00	\$ -	\$ -	\$ -
A/C Air Handling Unit-Common Corridors	1	50400	\$ -	15	15	\$0.00	\$ -	\$ -	\$ -
A/C Condenser Water Pump/Motor	2	7800	\$ -	10	10	\$0.00	\$ -	\$ -	\$ -
A/C Cooling Tower	1	70020	\$ -	15	15	\$0.00	\$ -	\$ -	\$ -
Domestic Water Pump	1	9288	\$ -	18	18	\$0.00	\$ -	\$ -	\$ -
Domestic Water Booster Pump	1	7128	\$ -	9	9	\$0.00	\$ -	\$ -	\$ -
Exhaust Fan, Roof Exhausters	20	1188	\$ -	22	22	\$0.00	\$ -	\$ -	\$ -
Fire Safety System	1	150000	\$ -	20	20	\$0.00	\$ -	\$ -	\$ -
Generator	1	9024	\$ -	8	8	\$0.00	\$ -	\$ -	\$ -
Fire Pump	1	5100	\$ -	25	25	\$0.00	\$ -	\$ -	\$ -
Security/Access System	1	149940	\$ -	7	7	\$0.00	\$ -	\$ -	\$ -
<b>MECHANICAL/ELECTRICAL TOTAL</b>			<b>\$ -</b>	<b>7-25</b>	<b>7-25</b>	<b>\$0.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>MISC. BUILDING COMPONENTS</b>									
Pool, Ceramic Tile Trim	1	11328	\$ -	16	16	\$0.00	\$ -	\$ -	\$ -
Pool, Exposed Aggregate Finish	1	4512	\$ -	8	8	\$0.00	\$ -	\$ -	\$ -
Pool, Nat. Gas Heater	2	2184	\$ -	7	7	\$0.00	\$ -	\$ -	\$ -
<b>MISC. BUILDING COMPONENTS TOTAL</b>			<b>\$ -</b>	<b>7-16</b>	<b>7-16</b>	<b>\$0.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

RESERVE DETAIL  
129 Units  
(SCHEDULE B)

Description	Qty.	Cost Per Unit	Current Replacement Cost	Useful Life	Remaining Life	Accumulated Balance	Unfunded Balance	Annual Contribution	Monthly Contribution
<b>FURNISHINGS, FINISHES &amp; EQUIPMENT</b>									
Elevator Cab. Refurbishment	5	9990 \$	-	15	15	\$0.00	\$ -	\$ -	\$ -
Equipment, Electronic	1	2040 \$	-	10	10	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Dumbbell	1	1440 \$	-	30	30	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Recline Stationary Bike	2	2412 \$	-	6	6	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Stairstepper	2	2412 \$	-	6	6	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Treadmill	3	5500 \$	-	5	5	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Crossstrainer	1	3300 \$	-	5	5	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Weight Machine, 3 Station	1	3672 \$	-	18	18	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Weight Machine, 4 Station	1	4968 \$	-	18	18	\$0.00	\$ -	\$ -	\$ -
Equipment, Office, Computers-Mgmt. Office	2	2502 \$	5,004.00	3	3	\$0.00	5,004.00	1,668.00	139.00
Equipment, Office, Copy Machine, Fax-Mgmt. Office	1	2016 \$	2,016.00	3	3	\$0.00	2,016.00	672.00	56.00
Finish, Carpet-Common Hallways	1900	30 \$	-	10	10	\$0.00	\$ -	\$ -	\$ -
Finish, Corridor Floor, marble	3800	15 \$	-	10	10	\$0.00	\$ -	\$ -	\$ -
Finish, Carpet-Mgmt. Office	60	21 \$	1,260.00	10	10	\$0.00	1,260.00	126.00	10.50
Finish, Garage P2-Lobby	1	5040 \$	-	5	5	\$0.00	\$ -	\$ -	\$ -
Redecorating Allowance-Common corridors	1	241500 \$	-	7	7	\$0.00	\$ -	\$ -	\$ -
Redorating-Main Lobby/Condo Common Area Rooms	1	60000 \$	-	8	8	\$0.00	\$ -	\$ -	\$ -
Refurbishment Allowance-Gym	1	14976 \$	-	6	6	\$0.00	\$ -	\$ -	\$ -
Refurbishment-Restrooms/Poolside	1	14976 \$	-	8	8	\$0.00	\$ -	\$ -	\$ -
Furniture, Outdoor, Recondition	1	12000 \$	-	4	4	\$0.00	\$ -	\$ -	\$ -
<b>FURNISHINGS, FINISHES &amp; EQUIPMENT TOTAL</b>			<b>\$ 8,280.00</b>	<b>3-30</b>	<b>3-30</b>	<b>\$0.00</b>	<b>\$ 8,280.00</b>	<b>\$ 2,466.00</b>	<b>\$ 205.50</b>
<b>GRAND TOTAL</b>			<b>\$ 22,320.00</b>					<b>\$ 3,870.00</b>	<b>\$322.50</b>

ESTIMATED OPERATING BUDGET  
FEE SCHEDULE

	# of Units	% of Ownership By Unit Type	Ttl % of Ownership by Unit Type	Unit Mo. Fee Without Reserves	Ttl. Mo. Fee by Type Without Reserves	Unit Mo. Fee With Reserves	Ttl. Mo. Fee by Type With Reserves
Unit A	8	0.1686%	1.3488%	\$ 2.60	\$ 20.78	\$ 3.14	\$ 25.13
Unit A (h)	2	0.1660%	0.3320%	\$ 2.56	\$ 5.12	\$ 3.09	\$ 6.19
Unit A1	8	0.1750%	1.4000%	\$ 2.70	\$ 21.57	\$ 3.26	\$ 26.08
Unit A2	6	0.1689%	1.0134%	\$ 2.60	\$ 15.61	\$ 3.15	\$ 18.88
Unit B	8	0.1974%	1.5792%	\$ 3.04	\$ 24.33	\$ 3.68	\$ 29.43
Unit L-1	8	0.1731%	1.3848%	\$ 2.67	\$ 21.33	\$ 3.22	\$ 25.80
Unit C	6	0.3676%	2.2056%	\$ 5.66	\$ 33.98	\$ 6.85	\$ 41.10
Unit L-2	6	0.1779%	1.0674%	\$ 2.74	\$ 16.44	\$ 3.31	\$ 19.89
Unit D	8	0.2308%	1.8464%	\$ 3.56	\$ 28.44	\$ 4.30	\$ 34.40
Unit D (H)	2	0.2301%	0.4602%	\$ 3.55	\$ 7.09	\$ 4.29	\$ 8.58
Unit E	14	0.2234%	3.1276%	\$ 3.44	\$ 48.19	\$ 4.16	\$ 58.27
Unit E (H)	2	0.2231%	0.4462%	\$ 3.44	\$ 6.87	\$ 4.16	\$ 8.31
Unit F	6	0.1731%	1.0386%	\$ 2.67	\$ 16.00	\$ 3.22	\$ 19.35
Unit F (H)	2	0.1734%	0.3468%	\$ 2.67	\$ 5.34	\$ 3.23	\$ 6.46
Unit G	8	0.2811%	2.2488%	\$ 4.33	\$ 34.65	\$ 5.24	\$ 41.90
Unit H	8	0.2769%	2.2152%	\$ 4.27	\$ 34.13	\$ 5.16	\$ 41.28
Unit J	2	0.2974%	0.5948%	\$ 4.58	\$ 9.17	\$ 5.54	\$ 11.08
Unit L-3	2	0.1426%	0.2852%	\$ 2.20	\$ 4.39	\$ 2.66	\$ 5.31
Unit K	2	0.3628%	0.7256%	\$ 5.59	\$ 11.18	\$ 6.76	\$ 13.52
Unit M	2	0.3901%	0.7802%	\$ 6.01	\$ 12.02	\$ 7.27	\$ 14.54
Unit N	2	0.1673%	0.3346%	\$ 2.58	\$ 5.16	\$ 3.12	\$ 6.23
Unit O	2	0.1429%	0.2858%	\$ 2.20	\$ 4.40	\$ 2.66	\$ 5.33
Unit P	2	0.2910%	0.5820%	\$ 4.48	\$ 8.97	\$ 5.42	\$ 10.84
Unit R	2	0.4109%	0.8218%	\$ 6.33	\$ 12.66	\$ 7.66	\$ 15.31
Unit P-2a	1	0.5891%	0.5891%	\$ 9.08	\$ 9.08	\$ 10.98	\$ 10.98
Unit P-2b	1	0.8542%	0.8542%	\$ 13.16	\$ 13.16	\$ 15.91	\$ 15.91
Unit P-2c	1	1.0080%	1.0080%	\$ 15.53	\$ 15.53	\$ 18.78	\$ 18.78
Unit P-1a	1	0.6061%	0.6061%	\$ 9.34	\$ 9.34	\$ 11.29	\$ 11.29
Unit P-1b	1	0.5638%	0.5638%	\$ 8.69	\$ 8.69	\$ 10.50	\$ 10.50
Unit S-Spa Suite	1	0.3436%	0.3436%	\$ 5.29	\$ 5.29	\$ 6.40	\$ 6.40
Retail Units-Ground level	1	0.1260%	0.1260%	\$ 1.94	\$ 1.94	\$ 2.35	\$ 2.35
Restaurant & Bar Units	1	2.4417%	2.4417%	\$ 37.62	\$ 37.62	\$ 45.49	\$ 45.49
Spa	1	2.8997%	2.8997%	\$ 44.67	\$ 44.67	\$ 54.03	\$ 54.03
Fitness	1	0.2801%	0.2801%	\$ 4.32	\$ 4.32	\$ 5.22	\$ 5.22
Hotel Unit (all floors)	1	63.8166%	63.8166%	\$ 983.20	\$ 983.20	\$ 1,189.01	\$ 1,189.01

EXHIBIT "B-2"

THE ATLANTIC CONDOMINIUM ASSOCIATION, INC.  
 SHARED EXPENSES  
 January 1, 2002 through December 31, 2002

Expenses administered by the hotel which are 100% attributable & charged to the Condominium Residents

	<u>Monthly</u>	<u>Annual</u>
<u>MANAGEMENT FEES:</u>	2,500.00	30,000.00
On-Site Staff		
On-Site Manager	5,375.00	64,500.00
On-Site Administrative Assistant	2,980.00	35,760.00
<u>LABOR:</u>		
Maintenance Engineer	4,000.00	48,000.00
Assistant Engineer	2,800.00	33,600.00
Painter	2,750.00	33,000.00
Garage/Groundskeeper (1)	1,700.00	20,400.00
Janitorial Supervisor	2,500.00	30,000.00
Janitorial Services Staff (2)	3,500.00	42,000.00
<u>ADMINISTRATIVE EXPENSES:</u>		
Fees/Elevator Permits	71.00	852.00
Pool Permits	25.00	300.00
Reserve Analysis/Insurance Appraisal	200.00	2,400.00
Office Expense/ Lease Computer, fax & photocopier	650.00	7,800.00
Office Expense - other	250.00	3,000.00
<u>INSURANCE</u>		
Boiler & Machinery	300.00	3,600.00
Exterior Glass Coverage	275.00	3,300.00
Fidelity Bond	125.00	1,500.00
Flood	1,050.00	12,600.00
General Liability	625.00	7,500.00
Medical	2,000.00	24,000.00
Property Damage	10,100.00	121,200.00
Umbrella Liability	550.00	6,600.00
<u>CONTRACT SERVICES:</u>		
Access & Security System Maintenance	1,000.00	12,000.00
Cable	2,214.00	26,568.00
Carpet / Deep Clean	500.00	6,000.00
Central PBX Phone System	675.00	8,100.00
Concierge	N/A	N/A
Consultants	400.00	4,800.00
Driveway / Paver Maintenance	600.00	7,200.00
Emergency Generator	150.00	1,800.00
Elevator Maintenance	2,200.00	26,400.00
Fertilization and Insect Control (Exterior)	350.00	4,200.00
Fire Sprinkler System Certification	300.00	3,600.00
Patrol Service	N/A	N/A
Health Clup Equip. Maintenance	100.00	1,200.00
HVAC Systems Maintenance (Corridors)	1,500.00	18,000.00
Interior Plants	150.00	1,800.00
Irrigation Maintenance	250.00	3,000.00
Landscape Maintenance	1,500.00	18,000.00
Life safety Equipment	1,250.00	15,000.00
Floor Contract Maintenance Hard Surface	500.00	6,000.00
Odor control Equipment & Supplies	350.00	4,200.00
Pest Control/Interior	675.00	8,100.00
Pool/Fountain Maintenance	950.00	11,400.00
Building Equipment Maintenance	200.00	2,400.00
Trash/Recycling Collection	810.00	9,720.00
Trash/Recycling Equipment	750.00	9,000.00



EXHIBIT "B-2"

THE ATLANTIC CONDOMINIUM ASSOCIATION, INC.  
 SHARED EXPENSES  
 January 1, 2002 through December 31, 2002

	<u>Monthly</u>	<u>Annual</u>
Unit Appliance/Minor Electrical & Plumbing Service	1,025.00	12,300.00
Valet Service	9,000.00	108,000.00
Water Treatment	400.00	4,800.00
Window Cleaning	600.00	7,200.00
 <u>SUPPLIES &amp; REPAIRS:</u>		
Access & Security System Repairs	350.00	4,200.00
Boiler System Maintenance	250.00	3,000.00
Elec. Supplies & Repair	350.00	4,200.00
Emergency Generator	75.00	900.00
General Maintenance	500.00	6,000.00
HVAC Supplies	300.00	3,600.00
Janitorial Supplies	250.00	3,000.00
Landscape Replacement	250.00	3,000.00
Miscellaneous Equipment Repair	200.00	2,400.00
Pool Supplies	100.00	1,200.00
Plumbing Maintenance/Supplies	150.00	1,800.00
Site Communication	100.00	1,200.00
Tree Trimming	250.00	3,000.00
Staff Uniforms	250.00	3,000.00
 <u>UTILITIES:</u>		
Electricity	8,000.00	96,000.00
Natural Gas	3,500.00	42,000.00
Telephones	900.00	10,800.00
Water/Sewer	4,200.00	50,400.00
 <u>OTHER EXPENSES:</u>		
Contingency	1,900.00	22,800.00
Hotel Contribution	983.20	11,798.40
 TOTAL WITHOUT RESERVES	 <u>95,583.20</u>	 <u>1,146,998.40</u>
 RESERVES (Schedule B2)	 \$3,790.00	 45,480.00
 TOTAL WITH RESERVES	 <u>99,373.20</u>	 <u>1,192,478.40</u>

THE ATLANTIC CONDOMINIUM ASSOCIATION INC.  
 SHARED EXPENSES RESERVE SUMMARY  
 (Schedule B2)

Description	Current Replacement Cost	Useful Life	Remaining Life	Accumulated Balance	Unfunded Balance	Annual Contribution	Monthly Contribution
ROOF TOTAL	\$ 118,800.00	15-25	15-25	\$ -	\$ 118,800.00	\$ 7,248.00	\$ 604.00
PAINTING TOTAL	\$ 97,692.00	7-10	7-10	\$ -	\$ 97,692.00	\$ 13,956.00	\$ 1,163.00
MECHANICAL/ELECTRICAL TOTAL	\$ 244,080.00	7-25	7-25	\$ -	\$ 244,080.00	\$ 16,848.00	\$ 1,404.00
MISC. BUILDING COMPONENTS TOTAL	\$ 20,208.00	7-16	7-16	\$ -	\$ 20,208.00	\$ 1,896.00	\$ 158.00
FURNISHINGS, FINISHES & EQUIPMENT TOTAL	\$ 68,226.00	3-30	3-30	\$ -	\$ 68,226.00	\$ 5,532.00	\$ 461.00
<b>GRAND TOTAL</b>	<b>\$ 549,006.00</b>					<b>\$ 45,480.00</b>	<b>\$3,790.00</b>

THE ATLANTIC CONDOMINIUM SHARED RESERVED EXPENSES  
RESERVE DETAIL  
(SCHEDULE B2)

Description	Qty.	Cost Per Unit	Current Replacement Cost	Useful Life	Remaining Life	Accumulated Balance	Unfunded Balance	Annual Contribution	Monthly Contribution
<b>ROOFS</b>									
Decorative roof finish	1	\$ 25,200.00	25,200.00	25	25	\$0.00	\$ 25,200.00	\$ 1,008.00	\$ 84.00
Modified membrane	1	\$ 93,600.00	93,600.00	15	15	\$0.00	\$ 93,600.00	\$ 6,240.00	\$ 520.00
<b>ROOF TOTAL</b>			<b>118,800.00</b>	<b>15-25</b>	<b>15-25</b>	<b>\$0.00</b>	<b>\$ 118,800.00</b>	<b>\$ 7,248.00</b>	<b>\$ 604.00</b>
<b>PAINTING</b>									
Paint Exterior Rail/Electrostatic Condo Building	4564	\$ 3.00	13,692.00	7	7	\$0.00	\$ 13,692.00	\$ 1,956.00	\$ 163.00
Paint Exterior & Waterproof Condo Building	1	\$ 84,000.00	84,000.00	7	7	\$0.00	\$ 84,000.00	\$ 12,000.00	\$ 1,000.00
Paint Interior Stairwells	1	\$ -	-	10	10	\$0.00	-	-	-
<b>PAINTING TOTAL</b>			<b>\$ 97,692.00</b>	<b>7-10</b>	<b>7-10</b>	<b>\$0.00</b>	<b>\$97,692.00</b>	<b>\$13,956.00</b>	<b>\$1,163.00</b>
<b>MECHANICAL/ELECTRICAL</b>									
A/C Heat Pump Unit, Elev. Machine Room	1	\$ 4,704.00	\$ 4,704.00	14	14	\$0.00	\$ 4,704.00	\$ 336.00	\$ 28.00
A/C Air Handling Unit-Common Rooms	3	\$ 3,528.00	\$ 10,584.00	14	14	\$0.00	\$ 10,584.00	\$ 756.00	\$ 63.00
A/C Condenser Water Pump/Motor	2	\$ 7,800.00	\$ 15,600.00	10	10	\$0.00	\$ 15,600.00	\$ 1,560.00	\$ 130.00
A/C Cooling Tower	1	\$ 70,020.00	\$ 70,020.00	15	15	\$0.00	\$ 70,020.00	\$ 4,668.00	\$ 389.00
Domestic Water Pump	1	\$ 9,288.00	\$ 9,288.00	18	18	\$0.00	\$ 9,288.00	\$ 516.00	\$ 43.00
Exhaust Fan, Roof Exhausters	20	\$ 1,188.00	\$ 23,760.00	22	22	\$0.00	\$ 23,760.00	\$ 1,080.00	\$ 90.00
Fire Safety System	1	\$ 60,000.00	\$ 60,000.00	20	20	\$0.00	\$ 60,000.00	\$ 3,000.00	\$ 250.00
Generator	1	\$ 9,024.00	\$ 9,024.00	8	8	\$0.00	\$ 9,024.00	\$ 1,128.00	\$ 94.00
Fire Pump	1	\$ 5,100.00	\$ 5,100.00	25	25	\$0.00	\$ 5,100.00	\$ 204.00	\$ 17.00
Security/Access System	1	\$ 36,000.00	\$ 36,000.00	10	10	\$0.00	\$ 36,000.00	\$ 3,600.00	\$ 300.00
<b>MECHANICAL/ELECTRICAL TOTAL</b>			<b>\$ 244,080.00</b>	<b>7-25</b>	<b>7-25</b>	<b>\$0.00</b>	<b>\$ 244,080.00</b>	<b>\$ 16,848.00</b>	<b>\$ 1,404.00</b>
<b>MISC. BUILDING COMPONENTS</b>									
Pool, Ceramic Tile Trim	1	\$ 11,328.00	\$ 11,328.00	16	16	\$0.00	\$ 11,328.00	\$ 708.00	\$ 59.00
Pool, Exposed Aggregate Finish	1	\$ 4,512.00	\$ 4,512.00	8	8	\$0.00	\$ 4,512.00	\$ 564.00	\$ 47.00
Pool, Nat. Gas Heater	2	\$ 2,184.00	\$ 4,368.00	7	7	\$0.00	\$ 4,368.00	\$ 624.00	\$ 52.00
<b>MISC. BUILDING COMPONENTS TOTAL</b>			<b>\$ 20,208.00</b>	<b>7-16</b>	<b>7-16</b>	<b>\$0.00</b>	<b>\$ 20,208.00</b>	<b>\$ 1,896.00</b>	<b>\$ 158.00</b>

THE ATLANTIC CONDOMINIUM SHARED RESERVED EXPENSES  
RESERVE DETAIL  
(SCHEDULE B2)

Description	Qty.	Cost Per Unit	Current Replacement Cost	Useful Life	Remaining Life	Accumulated Balance	Unfunded Balance	Annual Contribution	Monthly Contribution
<b>FURNISHINGS, FINISHES &amp; EQUIPMENT</b>									
Elevator Cab, Refurbishment	5	\$ 9,990.00	\$ 49,950.00	15	15	\$0.00	\$ 49,950.00	\$ 3,330.00	\$ 277.50
Equipment, Electronic	1	\$ 2,040.00	\$ 2,040.00	10	10	\$0.00	\$ 2,040.00	\$ 204.00	\$ 17.00
Equipment, Gym, Dumbbell	1	\$ -	\$ -	30	30	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Recline Stationary Bike	2	\$ -	\$ -	6	6	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Stairstepper	2	\$ -	\$ -	6	6	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Treadmill	3	\$ -	\$ -	5	5	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Crossstrainer	1	\$ -	\$ -	5	5	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Weight Machine, 3 Station	1	\$ -	\$ -	18	18	\$0.00	\$ -	\$ -	\$ -
Equipment, Gym, Weight Machine, 4 Station	1	\$ -	\$ -	18	18	\$0.00	\$ -	\$ -	\$ -
Equipment, Office, Computers-Mgmt. Office	2	\$ -	\$ -	3	3	\$0.00	\$ -	\$ -	\$ -
Equipment, Office, Copy Machine, Fax-Mgmt. Office	1	\$ -	\$ -	3	3	\$0.00	\$ -	\$ -	\$ -
Finish, Carpet-Common Hallways	1900	\$ -	\$ -	10	10	\$0.00	\$ -	\$ -	\$ -
Finish, Corridor Floor, marble	3800	\$ -	\$ -	10	10	\$0.00	\$ -	\$ -	\$ -
Finish, Carpet-Mgmt. Office	60	\$ 21.00	\$ 1,260.00	10	10	\$0.00	\$ 1,260.00	\$ 126.00	\$ 10.50
Finish, Garage P2-Lobby	1	\$ -	\$ -	5	5	\$0.00	\$ -	\$ -	\$ -
Redecorating Allowance-Common corridors	1	\$ -	\$ -	7	7	\$0.00	\$ -	\$ -	\$ -
Redorating-Main Lobby/Condo Common Area Rooms	1	\$ -	\$ -	8	8	\$0.00	\$ -	\$ -	\$ -
Refurbishment Allowance-Gym	1	\$ -	\$ -	6	6	\$0.00	\$ -	\$ -	\$ -
Refurbishment-Restrooms/Poolside	1	\$ 14,976.00	\$ 14,976.00	8	8	\$0.00	\$ 14,976.00	\$ 1,872.00	\$ 156.00
Furniture, Outdoor, Recondition	1	\$ -	\$ -	4	4	\$0.00	\$ -	\$ -	\$ -
<b>FURNISHINGS, FINISHES &amp; EQUIPMENT TOTAL</b>			\$ 68,226.00	3-30	3-30	\$0.00	\$ 68,226.00	\$ 5,532.00	\$ 461.00
<b>GRAND TOTAL</b>			\$ 549,006.00					\$ 45,480.00	\$ 3,790.00

ESTIMATED SHARED BUDGET  
FEE SCHEDULE

	# of Units	Shared % of Ownership by Unit Type	Total Shared % of Ownership by Unit Type	Unit Mo. Fee Shared Budget Without Reserves	Ttl Mo. Fee Shared Budget by Type Without Reserves	Unit Mo Fee Shared Budget With Reserves	Ttl Mo. Fee Shared by Type With Reserves
Unit A	8	0.4659%	3.7272%	\$ 445.35	\$ 3,562.82	\$ 463.01	\$ 3,704.09
Unit A (h)	2	0.4588%	0.9176%	\$ 438.58	\$ 877.16	\$ 455.97	\$ 911.94
Unit A1	8	0.4836%	3.8688%	\$ 462.29	\$ 3,698.29	\$ 480.62	\$ 3,844.93
Unit A2	6	0.4668%	2.8008%	\$ 446.20	\$ 2,677.20	\$ 463.89	\$ 2,783.35
Unit B	8	0.5457%	4.3656%	\$ 521.55	\$ 4,172.43	\$ 542.23	\$ 4,337.87
Unit L-1	8	0.4783%	3.8264%	\$ 457.21	\$ 3,657.65	\$ 475.34	\$ 3,802.68
Unit C	6	1.0160%	6.0960%	\$ 971.14	\$ 5,826.84	\$ 1,009.65	\$ 6,057.88
Unit L-2	6	0.4916%	2.9496%	\$ 469.91	\$ 2,819.44	\$ 488.54	\$ 2,931.23
Unit D	8	0.6378%	5.1024%	\$ 609.61	\$ 4,876.87	\$ 633.78	\$ 5,070.24
Unit D (H)	2	0.6360%	1.2720%	\$ 607.91	\$ 1,215.83	\$ 632.02	\$ 1,264.04
Unit E	14	0.6174%	8.6436%	\$ 590.13	\$ 8,261.89	\$ 613.53	\$ 8,589.48
Unit E (H)	2	0.6165%	1.2330%	\$ 589.29	\$ 1,178.58	\$ 612.65	\$ 1,225.31
Unit F	6	0.4783%	2.8698%	\$ 457.21	\$ 2,743.24	\$ 475.34	\$ 2,852.01
Unit F (H)	2	0.4792%	0.9584%	\$ 458.05	\$ 916.11	\$ 476.22	\$ 952.43
Unit G	8	0.7768%	6.2144%	\$ 742.54	\$ 5,940.29	\$ 771.98	\$ 6,175.84
Unit H	8	0.7653%	6.1224%	\$ 731.53	\$ 5,852.24	\$ 760.54	\$ 6,084.29
Unit J	2	0.8220%	1.6440%	\$ 785.72	\$ 1,571.43	\$ 816.87	\$ 1,633.74
Unit L-3	2	0.3942%	0.7884%	\$ 376.77	\$ 753.54	\$ 391.71	\$ 783.42
Unit K	2	1.0027%	2.0054%	\$ 958.44	\$ 1,916.88	\$ 996.44	\$ 1,992.89
Unit M	2	1.0780%	2.1560%	\$ 1,030.41	\$ 2,060.81	\$ 1,071.26	\$ 2,142.53
Unit N	2	0.4624%	0.9248%	\$ 441.97	\$ 883.93	\$ 459.49	\$ 918.98
Unit O	2	0.3951%	0.7902%	\$ 377.62	\$ 755.24	\$ 392.59	\$ 785.18
Unit P	2	0.8043%	1.6086%	\$ 768.78	\$ 1,537.57	\$ 799.27	\$ 1,598.53
Unit R	2	1.1356%	2.2712%	\$ 1,085.44	\$ 2,170.88	\$ 1,128.48	\$ 2,256.96
Unit P-2a	1	1.6281%	1.6281%	\$ 1,556.19	\$ 1,556.19	\$ 1,617.90	\$ 1,617.90
Unit P-2b	1	2.3607%	2.3607%	\$ 2,256.40	\$ 2,256.40	\$ 2,345.87	\$ 2,345.87
Unit P-2c	1	2.7858%	2.7858%	\$ 2,662.80	\$ 2,662.80	\$ 2,768.39	\$ 2,768.39
Unit P-1a	1	1.6751%	1.6751%	\$ 1,601.07	\$ 1,601.07	\$ 1,664.55	\$ 1,664.55
Unit P-1b	1	1.5581%	1.5581%	\$ 1,489.31	\$ 1,489.31	\$ 1,548.36	\$ 1,548.36
Unit S-Spa Suite	1	0.9496%	0.9496%	\$ 907.64	\$ 907.64	\$ 943.63	\$ 943.63
Retail Units-Ground level	1	0.3481%	0.3481%	\$ 332.74	\$ 332.74	\$ 345.94	\$ 345.94
Restaurant & Bar Units	1	6.7486%	6.7486%	\$ 6,449.99	\$ 6,449.99	\$ 6,705.75	\$ 6,705.75
Spa	1	8.0151%	8.0151%	\$ 7,659.90	\$ 7,659.90	\$ 7,963.62	\$ 7,963.62
Fitness	1	0.7742%	0.7742%	\$ 740.00	\$ 740.00	\$ 769.34	\$ 769.34

THE ATLANTIC CONDOMINIUM ASSOC. INC. ADDITIONAL FEES, MONTHLY PRODUCTS, MONTHLY MINOR FEES BY UNIT TYPE

	Condominium Monthly By Unit Type Without Reserves	Condominium Monthly By Unit Type With Reserves	Shared Monthly By Unit Type Without Reserves	Shared Monthly By Unit Type With Reserves	TOTAL CONDOMINIUM & SHARED MONTHLY BY UNIT WITHOUT RESERVES	TOTAL CONDOMINIUM & SHARED MONTHLY BY UNIT WITH RESERVES
Unit A	2.60	3.14	445.35	463.01	447.95	466.15
Unit A (h)	2.56	3.09	438.58	455.97	441.14	459.06
Unit A1	2.70	3.26	462.29	480.62	464.98	483.88
Unit A2	2.60	3.15	446.20	463.89	448.80	467.04
Unit B	3.04	3.68	521.55	542.23	524.60	545.91
Unit L-1	2.67	3.22	457.21	475.34	459.87	478.56
Unit C	5.66	6.85	971.14	1009.65	976.80	1016.50
Unit L-2	2.74	3.31	469.91	488.54	472.65	491.85
Unit D	3.56	4.30	609.61	633.78	613.16	638.08
Unit D (H)	3.55	4.29	607.91	632.02	611.46	636.31
Unit E	3.44	4.16	590.13	613.53	593.58	617.70
Unit E (H)	3.44	4.16	589.29	612.65	592.72	616.81
Unit F	2.67	3.22	457.21	475.34	459.87	478.56
Unit F (H)	2.67	3.23	458.05	476.22	460.72	479.45
Unit G	4.33	5.24	742.54	771.98	746.87	777.22
Unit H	4.27	5.16	731.53	760.54	735.80	765.70
Unit J	4.58	5.54	785.72	816.87	790.30	822.41
Unit L-3	2.20	2.66	376.77	391.71	378.97	394.37
Unit K	5.59	6.76	958.44	996.44	964.03	1003.20
Unit M	6.01	7.27	1030.41	1071.26	1,036.42	1078.53
Unit N	2.58	3.12	441.97	459.49	444.54	462.61
Unit O	2.20	2.66	377.62	392.59	379.82	395.25
Unit P	4.48	5.42	768.78	799.27	773.27	804.69
Unit R	6.33	7.66	1085.44	1128.48	1,091.77	1136.14
Unit P-2a	9.08	10.98	1556.19	1617.90	1,565.27	1628.88
Unit P-2b	13.16	15.91	2256.40	2345.87	2,269.56	2361.78
Unit P-2c	15.53	18.78	2662.80	2768.39	2,678.33	2787.17
Unit P-1a	9.34	11.29	1601.07	1664.55	1,610.41	1675.85
Unit P-1b	8.69	10.50	1489.31	1548.36	1,497.99	1558.86
Unit S-Spa Suite	5.29	6.40	907.64	943.63	912.93	950.03
Retail Units-Ground level	1.94	2.35	332.74	345.94	334.69	348.29
Restaurant & Bar Units	37.62	45.49	6449.99	6705.75	6,487.61	6751.24
Spa	44.67	54.03	7659.90	7963.62	7,704.57	8017.65
Fitness	4.32	5.22	740.00	769.34	744.31	774.56
Hotel Unit (all floors)	983.20	1189.01			983.20	1189.01

	Condominium Annual By Unit Type Without Reserves	Condominium Annual By Unit Type With Reserves	Shared Annual By Unit Type Without Reserves	Shared Annual By Unit Type With Reserves	TOTAL CONDOMINIUM & SHARED ANNUAL BY UNIT WITHOUT RESERVES	TOTAL CONDOMINIUM & SHARED ANNUAL BY UNIT WITH RESERVES
Unit A	31.17	37.69	5,344.23	5,556.14	5,375.40	5,593.83
Unit A (h)	30.69	37.12	5,262.95	5,471.63	5,293.65	5,508.76
Unit A1	32.35	39.13	5,547.44	5,767.40	5,579.79	5,806.53
Unit A2	31.23	37.77	5,354.39	5,566.70	5,385.62	5,604.47
Unit B	36.50	44.14	6,258.65	6,506.81	6,295.15	6,550.95
Unit L-1	32.00	38.70	5,486.48	5,704.02	5,518.47	5,742.72
Unit C	67.97	82.19	11,653.68	12,115.76	11,721.65	12,197.96
Unit L-2	32.89	39.77	5,638.88	5,862.47	5,671.76	5,902.24
Unit D	42.66	51.60	7,315.30	7,605.36	7,357.96	7,656.96
Unit D (H)	42.55	51.45	7,294.98	7,584.24	7,337.53	7,635.69
Unit E	41.30	49.95	7,081.62	7,362.41	7,122.92	7,412.36
Unit E (H)	41.24	49.88	7,071.46	7,351.85	7,112.70	7,401.72
Unit F	32.00	38.70	5,486.48	5,704.02	5,518.47	5,742.72
Unit F (H)	32.06	38.77	5,496.64	5,714.58	5,528.69	5,753.35
Unit G	51.97	62.85	8,910.44	9,283.75	8,962.41	9,326.60
Unit H	51.20	61.91	8,778.36	9,126.43	8,829.56	9,188.35
Unit J	54.99	66.50	9,428.61	9,802.47	9,483.60	9,868.97
Unit L-3	26.37	31.89	4,521.26	4,700.54	4,547.63	4,732.42
Unit K	67.08	81.12	11,501.28	11,957.32	11,568.36	12,038.44
Unit M	72.12	87.21	12,364.89	12,855.17	12,437.00	12,942.38
Unit N	30.93	37.41	5,303.59	5,513.89	5,334.52	5,551.29
Unit O	26.43	31.96	4,531.42	4,711.10	4,557.85	4,743.06
Unit P	53.80	65.07	9,225.41	9,591.21	9,279.21	9,656.27
Unit R	75.97	91.87	13,025.30	13,541.77	13,101.27	13,633.64
Unit P-2a	108.91	131.71	18,674.34	19,414.80	18,783.25	19,546.51
Unit P-2b	157.92	190.98	27,076.77	28,150.40	27,234.69	28,341.38
Unit P-2c	186.36	225.37	31,953.64	33,220.64	32,140.00	33,446.01
Unit P-1a	112.05	135.51	19,212.82	19,974.64	19,324.88	20,110.15
Unit P-1b	104.23	126.05	17,871.68	18,580.32	17,975.92	18,706.37
Unit S-Spa Suite	63.52	76.82	10,891.67	11,323.54	10,955.19	11,400.36
Retail Units-Ground level	23.29	28.16	3,992.93	4,151.26	4,016.22	4,179.42
Restaurant & Bar Units	451.42	545.91	77,399.94	80,468.95	77,851.36	81,014.86
Spa	536.09	648.31	91,918.78	95,563.48	92,454.87	96,211.79
Fitness	51.79	62.63	8,879.96	9,232.06	8,931.75	9,294.69
<b>Hotel Unit (all floors)</b>	<b>11,798.40</b>	<b>14,268.10</b>			<b>11,798.40</b>	<b>14,268.10</b>

Exhibit "C"

THE ATLANTIC HOTEL CONDOMINIUM  
PURCHASE AGREEMENT

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A PURCHASER OR LESSEE.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

In this Agreement, the term "Purchaser" or "Purchaser" means or refers to the Purchaser or Purchasers listed below who have signed this Agreement. The word "Seller" means or refers to Luxury Resorts International, Inc., a Florida corporation.

If the first letter of a word is capitalized in this Agreement, that word will have the meaning given to it in this Agreement or in the Declaration (as defined in paragraph I of this Agreement).

Purchaser(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Country \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Home Phone \_\_\_\_\_ Office Phone: \_\_\_\_\_  
Tax I.D. No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

1. Purchase and Sale. Purchaser agrees to buy, and Seller agrees to sell (on the terms and conditions contained in this Agreement), Unit \_\_\_\_\_, Model Type \_\_\_\_\_ (the "Unit") in the proposed THE ATLANTIC HOTEL CONDOMINIUM (the "Condominium"). The Unit and the Condominium are described in greater detail in the proposed Declaration of Condominium (the "Declaration") included in the Prospectus and attached exhibits (the "Condominium Documents"). Purchaser acknowledges receipt of the Condominium Documents and all documents required by Section 718.503, Florida Statutes, to be furnished by a developer to a Purchaser, on or before the date of this Agreement.

2. Payment of the Purchase Price. The total purchase price ("Purchase Price") for the Unit is \$ \_\_\_\_\_, Purchaser agrees to make payments towards the Purchase Price as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
Initial Deposit (10% of Purchase Price)	Upon execution of Agreement	\$ _____
Additional Deposit (10% of Purchase Price)	_____	\$ _____
Additional Deposit	_____	\$ _____
Balance	At Closing	\$ _____
Total Purchase Price		\$ _____

Deposits shall be made by personal check (subject to clearance) or by wire transfer of federal funds. The balance due at closing must be paid by bank cashier's check or wire transfer of federal funds. All payments must be made in United States funds and all checks must be payable on a bank located in the continental United States. If Purchaser fails to pay any deposit on time, and Seller agrees to accept it on a later date (which Seller is not obligated to do), Purchaser will pay a late funding charge equal to interest on such deposit at the then applicable highest lawful rate from the date due until the date received and cleared by Seller.

Purchaser also agrees to pay all closing costs and other sums required to be paid by Purchaser in this Agreement. At the present time, the closing costs for which dollar amounts can be computed are:

- (a) 1.25% Closing Charge - \$ \_\_\_\_\_
- (b) Initial Contribution to the Condominium Association and to the Hotel Unit Owner \$ \_\_\_\_\_



These charges are subject to change as provided in paragraph 11 of this Agreement and are explained in more detail in that paragraph, as are other closing costs which cannot be computed at this time.

3. How Purchaser Pays. Purchaser understands and agrees that Purchaser will be obligated to pay "all cash" at closing. This Agreement and Purchaser's obligations under this Agreement to purchase the Unit will not depend on whether or not Purchaser qualifies for or obtains a mortgage from any lender. Purchaser will be solely responsible for making Purchaser's own financial arrangements. Seller agrees, however, to cooperate with any lender Purchaser chooses and to coordinate closing with such lender, if, but only if, such lender meets the Seller's closing schedule and pays Seller the proceeds of its mortgage at closing. Notwithstanding any cooperation provided by Seller, nothing herein shall be deemed to qualify or otherwise condition Purchaser's obligation to close "all Cash" on the purchase of the Unit.

Although Seller does not have to do so, if Seller agrees to delay closing until Purchaser's lender is ready, or to wait for funding from Purchaser's lender until after closing, or to accept a portion of the sums due at closing in the form of a personal check, Purchaser agrees to pay Seller a late funding charge equal to interest, at the then highest applicable lawful rate on all funds due Seller which have not then been paid to Seller (and, with regard to personal checks, which have not then cleared) from the date Seller originally scheduled closing to the date of actual payment (and, with regard to personal checks, to the date of final clearance). This late funding charge may be estimated and charged by Seller at closing. Seller's estimate will be adjusted after closing based on actual funding and clearance dates upon either Seller's or Purchaser's written request. In the event that lender does not pay Seller all proceeds at closing, Purchaser will not be allowed to take possession of the Unit until Seller actually receives the funds and they have cleared. The foregoing paragraph will survive (continue to be effective after) closing.

4. Deposits. Except as permitted below, all of Purchaser's deposits will be held in escrow by Chicago Title Insurance Company ("Escrow Agent"), with offices at 2701 Gateway Drive, Pompano Beach, FL 33069, in accordance with the escrow agreement contained in the Condominium Documents. The escrow agreement is incorporated into this Agreement as if repeated at length here, and Purchaser agrees that the deposits may be held in any depository which meets the requirements of the Act, including, without limitation, a financial institution chartered and located out of the State of Florida.

Purchaser agrees that all of Purchaser's deposits in excess of ten percent (10%) of the purchase price may be used by Seller for construction purposes as permitted by law. If Purchaser so requests, Purchaser may obtain a receipt for Purchaser's deposits from the escrow agent. Seller may change escrow agents (as long as the new escrow agent is authorized to be an escrow agent under applicable Florida law), in which case Purchaser's deposits may be transferred to the new escrow agent at Seller's direction.

If Purchaser so requests, Purchaser may obtain a receipt for Purchaser's deposits from the escrow agent. Seller may change escrow agents (as long as the new escrow agent is authorized to be an escrow agent under applicable Florida law), in which case Purchaser's deposits (and any interest actually earned on them) may be transferred to the new escrow agent at Seller's direction. At closing, all deposits not previously disbursed to Seller will be released to Seller. Except where expressly provided herein to the contrary or otherwise required by law, all interest earned on Purchaser's deposits shall accrue solely to the benefit of Purchaser, and shall be credited against the purchase price of the Unit. No interest will be assumed to be earned, unless in fact said sums are invested in an interest bearing account and do in fact earn interest.

5. Seller's Financing. Seller may borrow money from lenders for the acquisition, development and/or construction of the Condominium. Purchaser agrees that any lender advancing funds for Seller's use in connection with the Condominium will have a prior mortgage on the Unit and the Condominium until closing. At that time, Seller shall cause the then applicable mortgages to be released as an encumbrance against the Unit and may use Purchaser's closing proceeds for such purpose. Neither this Agreement, nor Purchaser's payment of deposits, will give Purchaser any lien or claim against the Unit or the Condominium. Without limiting the generality of the foregoing, Purchaser's rights under this Agreement will be subordinate to all mortgages (and all modifications made to those mortgages) affecting the Unit or the Condominium even if those mortgages (or modifications) are made or recorded after the date of this Agreement.

6. Insulation; Energy Efficiency. Seller has advised Purchaser, as required by the rules of the Federal Trade Commission, that it intends, currently, to install in connection with the Unit, the following insulation: (a) 1" insulation with an R-value of R-7 at the exterior walls; (b) 2" insulation with an R-value of R-19 at the ceilings exposed to the exterior; and (c) 2" insulation with an R-value of R-19 in the roof. This R-value information is based solely on the information given by the appropriate manufacturers and Purchaser agrees that Seller is not responsible for the manufacturers' errors.

To the extent required by applicable law, each purchaser may have the Condominium building's energy efficiency rating determined. Purchaser also acknowledges receipt of the information brochure prepared by the Department of Community Affairs regarding energy efficiency ratings.

All insulation and energy efficiency rating information is subject to Seller's rights, under this Agreement, to make changes in Seller's Plans and Specifications, and to limit Seller's liability to Purchaser.

7. Completion Date. Seller agrees to substantially complete construction of the Unit, in the manner specified in this Agreement, by a date no later than two (2) years from the date Purchaser signs this Agreement, subject, however, only to delays caused by matters which are legally recognized as defenses to contract actions in the jurisdiction where the building is being erected. **Notwithstanding the foregoing or any other contrary provision of this Agreement, Seller shall have the right, in Seller's sole discretion, to cancel this Agreement and cause Purchaser's deposits to be refunded in the event that Seller does not enter into binding contracts to sell at least seventy five percent (75%) of the units in the Condominium.** Seller must, however, notify Purchaser of such a termination within one hundred eighty (180) days from the date on which the first purchaser of a unit in the Condominium executes a binding purchase agreement for such unit, otherwise Seller will be required to construct the Unit and otherwise proceed to perform its obligations under this Agreement. This paragraph shall not delay the effectiveness of this Agreement, which shall be immediate, but, rather, shall be deemed a "condition subsequent" to this Agreement. In the event of Seller's termination of this Agreement pursuant to this paragraph, upon such termination and the return of Purchaser's deposits, Seller and Purchaser will be fully relieved and released from all obligations and liabilities under and in connection with this Agreement. Seller agrees to use its good efforts to meet the foregoing pre-sale requirement and that such requirement shall not operate to extend the two (2) year completion obligation set forth above.

8. Inspection Prior to Closing. Purchaser will be given an opportunity prior to closing, on the date and at the time scheduled by Seller, to inspect the Unit with Seller's representative. At that time, Purchaser will sign an inspection statement listing any defects in workmanship or materials (only within the boundaries of the Unit, itself) which Purchaser discovers. If any item listed is actually defective in workmanship or materials in Seller's opinion (keeping in mind the construction standards applicable in Broward County, Florida for similar property), Seller will be obligated to correct those defects at its cost within a reasonable period of time after closing, but Seller's obligation to correct will not be grounds for deferring the closing, nor for imposing any condition on closing. No escrows or holdbacks of closing funds will be permitted. If Purchaser fails to take advantage of the right to a pre-closing inspection on the date and time scheduled, Seller will not be obligated to reschedule an inspection prior to closing.

Purchaser acknowledges that all matters pertaining to the initial construction of the Unit will be handled by Seller and Seller's representatives. Purchaser agrees not to interfere with or interrupt any workmen at the site of the Unit. No personal inspections (other than the one pre-closing inspection) will be permitted.

Purchaser can examine Seller's Plans and Specifications at Seller's business office, located on site during regular business hours by making an appointment to do so in advance.

9. Closing Date. Purchaser understands that Seller has the right to schedule the date, time and place for closing. Closing does not have to be scheduled within two years of the date of Purchaser's execution of this Agreement.

Before Seller can require Purchaser to close, however, two things must be done:

- (a) Seller must record the Declaration and related documents in the Broward County public records; and
- (b) Seller must obtain a temporary certificate of occupancy for or covering the Unit from the proper governmental agency (a certificate of occupancy is the official approval needed before a residential unit may be lived in or occupied overnight), but, subject and subordinate to the provisions of paragraphs 8 and 27 of this Agreement (without limiting the generality of those provisions by this specific reference), the Common Elements, Shared Components and other portions of the Condominium Property need not then have certificates of occupancy, nor be completed.

Purchaser will be given at least ten (10) days' notice of the date, time and place of closing. Seller is authorized to postpone the closing for any reason and Purchaser will close on the new date, time and place specified in a notice of postponement (as long as at least 3 days' notice of the new date, time and place is given). A change of time or place of closing only (one not involving a change of date) will not require any additional notice period. Any formal notice of closing, postponement or rescheduling may be given orally, by telephone, telegraph, telex, telecopy, mail or other reasonable means of communication at Seller's option. All of these notices will be sent or directed to the address, or given by use of the information specified on Page 1 of this Agreement unless Seller has received written notice from Purchaser of any change prior to the date the notice is given. These notices will be effective on the date given or mailed (as appropriate). An affidavit of one of Seller's employees or agents stating that this notice was given or mailed will be conclusive.

If Purchaser fails to receive any of these notices because Purchaser failed to advise Seller of any change of address or phone, telecopy or telex number, because Purchaser has failed to pick up a letter when he has been advised of an attempted delivery or because of any other reason, Purchaser will not be relieved of his obligation to close on the scheduled date unless Seller agrees in writing to postpone the scheduled date.

If Seller agrees in writing to reschedule closing at Purchaser's request, or if Purchaser is a corporation and Purchaser fails to produce the necessary corporate papers Seller requests and, as a result, closing is delayed, or if closing is delayed for any other reason (except for a delay desired, requested or caused by Seller), Purchaser agrees to pay at closing a late funding charge equal to interest, at the then highest applicable lawful rate, on that portion of the purchase price not then paid to

Seller (and cleared), from the date Seller originally scheduled closing to the date of actual closing. All prorations will be made as of the originally scheduled date. Purchaser understands that Seller is not required to reschedule or to permit a delay in closing.

10. Closing. The term "closing" refers to the time when Seller delivers the deed to the Unit to Purchaser and ownership changes hands. Purchaser's ownership is referred to as "title". Seller promises that the title Purchaser will receive at closing will be good, marketable and insurable (subject to the permitted exceptions listed or referred to below).

Purchaser will receive two (2) documents at closing which Purchaser agrees to accept as proof that Purchaser's title is as represented above:

(a) A written commitment from a title insurance company licensed in Florida agreeing to issue a policy insuring title or the policy itself. This commitment (or policy) will list any exceptions to title. Permitted exceptions (exceptions which Purchaser agrees to take title subject to) are:

- (i) Liability for all taxes or assessments affecting the Unit starting the year Purchaser receives title and continuing thereafter;
- (ii) All laws, and all restrictions, covenants, conditions, limitations, agreements, reservations and easements recorded in the public records. For example, zoning restrictions, property use limitations and obligations, easements (rights-of-way) and agreements relating to telephone lines, water and sewer lines and other utilities;
- (iii) The restrictions, covenants, conditions, easements, terms and other provisions imposed by the documents contained or referred to in the Condominium Documents (and any other documents which Seller, in its sole discretion, believes to be necessary or appropriate) which are recorded, now or at any time after the date of this Agreement, in the public records;
- (iv) Pending governmental liens for public improvements as of closing (Seller will be responsible, however, for certified governmental liens for public improvements as of closing; provided, however, that to the extent that any such certified liens are payable in installments, Seller shall only be responsible for those installments due prior to closing, and Purchaser hereby assumes all installments coming due after closing);
- (v) Standard exceptions for waterfront property and artificially filled-in property which once was in navigable waters and all other standard exceptions for similar property;
- (vi) All standard printed exceptions contained in an ALTA owner's title insurance policy issued in Broward County, Florida; and
- (vii) Any matters not listed above as long as affirmative title insurance is given for these matters.

Purchaser understands, however, that no limitation on Purchaser's title prohibits construction of the Unit, nor the use of it as a residence, subject to the Condominium Documents.

(b) A Special Warranty Deed. At closing, Seller promises to give Purchaser a special warranty deed to the Unit. The special warranty deed will be subject to (that is, contain exceptions for) all of the matters described above and taxes as described below.

Purchaser will also receive at closing a bill of sale for any appliances included in the Unit and Seller's form of owner's ("no lien") affidavit and FIRPTA (non-foreign) affidavit. When Purchaser receives the special warranty deed at closing, Purchaser will sign a closing agreement and all papers that Seller deems necessary or appropriate.

If Seller cannot provide the quality of title described above, Seller will have a reasonable period of time (at least sixty (60) days) to correct any defects in title, but Seller is not obligated to do so. If Seller cannot or elects not to correct the title defects, Purchaser will have two options:

- (i) Purchaser can accept title in the condition Seller offers it (with defects) and pay the full purchase price for the Unit with exceptions for such title matters to be contained in the special warranty deed for the Unit. Purchaser will not make any claims against Seller because of the defects; or
- (ii) Purchaser can cancel this Agreement and receive a full refund of Purchaser's deposits. Seller will be relieved of all obligations under this Agreement (and otherwise) when Seller refunds the deposits to Purchaser.

At the same time Purchaser receives the special warranty deed, Purchaser agrees to pay the balance of the purchase price and any additional amounts owed under this Agreement. Until all sums have been received and cleared, Seller will be entitled to a vendor's lien on the Unit (which Purchaser will grant to Seller in writing at closing at Seller's request or thereafter).

11. Closing Costs. Purchaser understands that, in addition to the purchase price for the Unit, Purchaser must pay certain other fees or "closing costs" when title is delivered to Purchaser at closing. These include:

(a) A "closing charge" equal to one and one quarter percent (1.25%) of the Purchase Price (and of any charges for options or extras now or hereafter contracted for which are not included in the Purchase Price). This charge will be used, in part, to pay for the costs of officially recording the deed, for documentary stamp taxes, and in reimbursement for certain of Seller's closing administration expenses and Seller's attorneys' fees in connection with closing (all of which costs will be paid for by Seller). The foregoing one and one quarter percent (1.25%) closing charge is based on the assumption that documentary stamp taxes on the special warranty deed will be, at closing, at the rate of \$.60 for each \$100.00 of Purchase Price and that surtax will not be applicable with respect to the sale of the Unit. In the event that (i) surtax is imposed on the transaction, (ii) any sales tax is imposed in connection with the subject transaction, (iii) any interim services fee is imposed by any governmental authority, or (iv) any new governmental tax or charge on deeds is imposed, appropriate additional charges will be paid by Purchaser at closing. Regardless of any decrease in the applicable documentary stamp rate or the title insurance premium, there will be no reduction in the closing charge.

(b) The premium for the owner's title insurance policy that Seller will cause to be issued for Purchaser, at the minimum promulgated risk rates promulgated by the Florida Insurance Commissioner.

(c) Loan fees, closing costs, lender's attorney's fees, closing agent charges, escrows, appraisals, credit fees, lender's title insurance premiums, prepayments and all other expenses charged by any lender giving Purchaser a mortgage, if applicable. The amount of these charges is now unknown.

(d) A working capital contribution in an amount equal to twice the monthly maintenance charge owed to the Condominium Association which charge is payable directly to the Association to provide it with initial capital and will not be credited against regular assessments. Purchaser must also pay at the time of closing on title a working capital contribution in an amount equal to twice the monthly maintenance charge owed to the Hotel Unit Owner, which is payable directly to the Hotel Unit Owner to provide it with initial capital and shall not be credited against regular assessments. Assuming no change in the current regular periodic assessments for the Unit, these charges will be in the amount shown in paragraph 2 of this Agreement. These charges may change, however, if the applicable monthly assessments change prior to closing (see paragraph 17).

(e) A reimbursement to Seller for any utility, cable or interactive communication deposits or hook-up fees which Seller may have advanced prior to closing for the Unit. The amount of this charge is now unknown.

(f) Any charge for any options or upgrading of standard items included, or to be included, in the Unit as agreed to in writing by both Purchaser and Seller.

(g) Reimbursement to Seller, and/or Seller's closing agents, for charges incurred in connection with coordinating closing with Purchaser and/or Purchaser's lender, including, without limitation, charges for messenger expenses, long distance telephone calls, photocopying expenses, telecopying charges and others. The amount of these charges is now unknown.

(h) The late funding charges provided for elsewhere in this Agreement. The amount of any such charges is now unknown.

Current expenses of the Unit (for example, taxes and governmental assessments and current monthly assessments payable to the Association and the Hotel Unit Owner) will be prorated between Purchaser and Seller as of the date of closing. Additionally, at closing, Purchaser shall be obligated to prepay the next month's maintenance assessment to the Association and the Owner of the Hotel Unit. If taxes for the year of closing are assessed on the Condominium as a whole, Purchaser shall pay Seller, at closing, the Unit's allocable share of those taxes (as estimated by Seller and subject to reparation when the actual tax bill is available) for the Unit from the date of closing through the end of the applicable calendar year of closing. If taxes for the year of closing are assessed on a unit-by-unit basis, Purchaser and Seller shall prorate taxes as of the closing date based upon the actual tax bill, if available, or an estimate by Seller, if not available, with Purchaser responsible for paying the full amount of the tax bill and Seller reimbursing Purchaser for Seller's prorated share of those taxes. Purchaser agrees that Seller's prorated share of the taxes due as of closing need not be paid to Purchaser, however, until the actual tax bill is presented to Seller, and any proration based on an estimate of the current year's taxes shall be subject to reparation upon request of either party. This subparagraph shall survive (continue to be effective) after closing.

12. Adjustments with the Association. Purchaser understands that Seller may advance money to the Association to permit it to pay for certain of its expenses (for example, but without limitation, insurance premiums, common element utility and/or cable or other interactive communication charges and deposits, permit and license fees, charges for service contracts, salaries of employees of the Association and other similar expenses). Seller is entitled to be reimbursed by the Association for all of these sums advanced by Seller. The Association will reimburse Seller out of regular assessments paid by Purchaser and other owners as those contributions and assessments are collected, or as otherwise requested by Seller. Seller also, at its election, may receive reimbursement for these payments by way of a credit against any sums it may become obligated to pay to the Association.

13. **Default.** If Purchaser fails to perform any of Purchaser's obligations under this Agreement (including making scheduled deposits and other payments) Purchaser will be in "default". If Purchaser is still in default ten (10) days after Seller sends Purchaser notice thereof, Seller shall be entitled to the remedies provided herein. **If, however, Purchaser's default is in failing to close on the scheduled date, then Seller can cancel this Agreement without giving Purchaser any prior (or subsequent) notification or opportunity to close at a later date.**

Upon Purchaser's default (and the expiration of any notice period, if applicable), all Purchaser's rights under this Agreement will end and Seller can resell the Unit without any accounting to Purchaser. Purchaser understands that because Seller has taken the Unit off the market for Purchaser, has spent money on sales, advertising, promotion and construction and has incurred other costs incident to this sale, Purchaser's default will damage Seller. As compensation for this damage, in the event Seller cancels this Agreement because of Purchaser's default, Purchaser authorizes Seller to keep (or if not then paid by Purchaser, Purchaser will pay to Seller) all deposits and other pre-closing advance payments (including, without limitation, those on options, extras, upgrades and the like) Purchaser has then made (and which would have been required to have been made had Purchaser not defaulted) and all interest which was, or would have been, earned on them, all as liquidated damages (and not as a penalty). Purchaser and Seller agree to this because there is no other precise method of determining Seller's damages. Alternatively, Seller will have the right to specifically enforce this Agreement, but will not sue Purchaser for any other damages. If Purchaser defaults, Purchaser promises not to sue for the return of any part of his deposits or other payments. Any damage or loss that occurs to the Property while Purchaser is in default will not affect Seller's right to liquidated damages. The remedies afforded Seller in this paragraph as a result of a default by Purchaser constitute Seller's sole and exclusive remedies.

If Seller fails to perform any of Seller's obligations under this Agreement, Seller will be in "default". If Seller is still in default ten (10) days after Purchaser sends Seller notice thereof (or such longer time as may reasonably be necessary to cure the default if same cannot be reasonably cured within ten (10) days), Purchaser will have such rights as may be available in equity and/or under applicable law. Notwithstanding the foregoing, if the default alleged by Purchaser is with respect to Seller's substantial completion obligation set forth in paragraph 7 above, Seller shall not be entitled to the curative period described above to the extent that same would be deemed to extend Seller's completion obligation in a manner which would not be permitted if the exemption of this sale from the Interstate Land Sales Full Disclosure Act pursuant to 15 U.S.C. § 1702(a)(2) is to apply.

14. **Construction Specifications.** The Unit and the Condominium will be constructed in substantial accordance (in Seller's opinion) with the plans and specifications therefor kept in Seller's construction office, as such plans and specifications are amended from time to time by Seller in Seller's sole discretion. Seller may make such changes in the plans and specifications that it deems appropriate at any time, to accommodate its in the field construction needs (as more fully discussed in this paragraph 14) and in response to recommendations or requirements of local, state or federal governmental or quasi-governmental agencies or applicable utility and/or insurance providers, and Purchaser agrees that any changes made in accordance with the foregoing shall not be deemed material in a manner which is adverse to the offering of the Unit. Such plans and specifications, as they are so amended, are referred to in this Agreement as "Seller's Plans and Specifications". Without limiting Seller's general right to make changes, Purchaser specifically agrees that the changes described above and changes in the dimensions of rooms, patios and balconies, in the location of windows, doors, walls, partitions, utility (including, but not limited to, television and telephone) lead-ins and outlets, air-conditioning equipment, ducts and components, lighting fixtures and electric panel boxes, and in the general layout of the Unit and Condominium, may be made by Seller in its discretion and that such changes shall not be deemed material or adverse to Purchaser. In furtherance of the understanding and agreement stated above, Purchaser acknowledges and agrees that it is widely observed construction industry practice for preconstruction plans and specifications for any Unit or building to be changed and adjusted from time to time in order to accommodate ongoing, "in the field" construction needs. These changes and adjustments are essential in order to permit all components of the Unit and the building to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Because of the foregoing, Purchaser acknowledges and agrees that it is to Purchaser's benefit to allow Seller the flexibility to make such changes in the Unit and the Condominium. Purchaser further acknowledges and agrees that (i) the plans and specifications for the Unit and the Condominium on file with the applicable governmental authorities may not, initially, be identical in detail to Seller's Plans and Specifications, and (ii) because of the day-to-day nature of the changes described in this paragraph 14, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Purchaser and Seller both acknowledge and agree: **The Unit and the Condominium may not be constructed in accordance with the plans and specifications on file with applicable governmental authorities. Seller disclaims and Purchaser waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Purchaser has not relied on or bargained for any such warranties.**

Without limiting the generality of the foregoing, because of Seller's need to coordinate the appearance and design of the overall development of the Condominium, both in connection with the nature and layout of the land on which construction is to take place and of the street, common areas and other features of the development, Purchaser understands and agrees: **The Unit may be constructed as a reverse ("mirror image") of that illustrated in the floor and building plan of the applicable model and building (as shown in the condominium documents or in any illustrations of the model and building) and may be "sited" in a position different from that of the applicable model and floor and building plan (or any such illustrations).** Purchaser agrees to accept the Unit and the said

building as "sited" by Seller and as constructed according to a reverse floor and/or building plan. This paragraph does not limit the generality of Seller's rights, set out elsewhere in this Agreement, to make other changes in the Unit, the Condominium and the Condominium Documents.

Purchaser understands and agrees that in designing the Condominium, the stairwells of the Building were intended solely for ingress and egress in the event of emergency and, as such are constructed and left unfinished solely as to be functional for said purpose, without regard to the aesthetic appearance of said stairwells. In addition, the garage, garage ramps and basement areas of the Building shall be left unfinished solely as to be functional for their various purposes, without regard to the aesthetic appearance of said areas. Further, Purchaser hereby acknowledges and agrees that sound transmission in a high-rise building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in other Units. Seller does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and Purchaser hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

Purchaser further agrees and understands that trees and landscaping which are located on portions of the Condominium Property may be removed to accommodate construction. Seller does not guaranty the survival of any trees and landscaping which are left or planted on any portion of the Condominium Property.

The agreements and waivers of Purchaser contained in this paragraph will survive (continue to be effective after) closing.

15. Certain Items and Materials. Purchaser understands and agrees that certain items, such as the following, which may be seen in models (if any) or in illustrations, are not included with the sale of the Unit: wall coverings (including paint other than base primer), accent light fixtures, wall ornaments, drapes, blinds, furniture, knickknacks and other decorator accessories, lamps, mirrors, graphics, pictures, plants, wall-hung shelves, wet bars, intercoms, kitchen accessories, linens, window shades, security systems, certain built-in fixtures, carpets or other floor coverings and colors, wood trim, other upgraded items, balcony treatments (e.g., tile, brick, chatahoochee, scored concrete or wood trim), barbecues, planters, window screens, landscaping and any other items of this nature which may be added or deleted by Seller from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon the models (if any) or shown in illustrations strictly for the purpose of decoration and example only. Items such as these will not be included in the Unit unless specifically provided for in Rider or Schedule to this Agreement signed by both Purchaser and Seller. Certain of these items may not even be available. In the event that Seller does provide any of these or other items, however, Purchaser agrees to accept them, although not requested by Purchaser, as long as Purchaser is not required to pay for such items. There is no obligation for Seller to provide models, but if so provided, the foregoing disclaimers will apply.

Purchaser further understands and agrees that certain items, if included with the Unit, such as tile, cabinets, wood, stain, grout, wall and ceiling textures, cultured marble, mica and carpeting, are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturer from those shown in the models or in illustrations or included in Seller's Plans and Specifications or in the published list of standard items (if any). If circumstances arise which, in Seller's opinion, warrant changes of suppliers, manufacturers, brand names or items, Seller may substitute equipment, material, appliances, etc., with items which in Seller's opinion are of equal or better quality (regardless of cost). Purchaser also understands and acknowledges that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor (if any). Purchaser recognizes that certain colors as shown in displays or in the models, including, but not limited to, carpeting and wood stain, will weather and fade and may not be duplicated precisely.

If Seller allows Purchaser to select certain colors and/or materials in the Unit (which Seller is not obligated to do), Purchaser understands and agrees that Purchaser must submit his selections to Seller in writing within fourteen (14) days after the date the list of selections (if any) is made available to Purchaser. If these selections (if any) are not delivered to Seller in writing within the time period stated above, then it is agreed and understood that the choices will be made by Seller in Seller's sole discretion.

The agreements and waivers of Purchaser contained in this paragraph will survive (continue to be effective after) closing.

16. Litigation. In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels. This paragraph will survive (continue to be effective after) any termination of this Agreement.

17. Maintenance Fee. Purchaser understands and agrees that the Estimated Operating Budget for the Condominium Association and the costs associated with the operation and maintenance of the Shared Components (the "Budgets") contained in the Condominium Documents provide only an estimate of what it will cost to run the Association and operate and maintain the respective facilities during the period of time stated in the Budgets. The monthly assessments shown in the Condominium Association Budget for the Unit are not guaranteed. Please note, however, that in addition to the amounts payable to the Condominium Association, each Owner shall be obligated to pay assessments in connection with the operation and maintenance of the Shared Components. These assessments and costs are not guaranteed in any manner. There may be changes in the applicable Budgets at any time to cover increases or decreases in actual expenses or in estimates. Changes in the applicable Budgets may be made at any time to cover increases or decreases in actual expenses or in estimates. It is

intended that the Seller, as the sole Owner upon the formation of the Condominium, will vote not to provide any reserves for the initial year of the Condominium. Thereafter, on an annual basis, a majority of the Condominium Association's members may vote to continue not to provide any reserves for the Condominium. If an election is in fact made to waive reserves, the assessments per unit payable to the Condominium Association will be as set forth in the Estimated Operating Budget as "Assessments per Unit - Without Reserves". If no such election is made, the assessments per Unit payable to the Condominium Association will be as set forth in the Estimated Operating Budget as "Assessments per Unit - With Reserves". Reserves are expected to be collected annually with respect to the Shared Components.

18. Condominium Association. This Agreement is also Purchaser's application for membership in the Condominium Association, which membership shall automatically take effect at closing. At that time, Purchaser agrees to accept the liabilities and obligations of membership.

19. Seller's Use of the Condominium Property. As long as Seller owns a unit or units, it and its agents can keep offices and model apartments within the Condominium Property. Seller's salespeople can show these units, erect advertising signs and do whatever else is necessary in Seller's opinion to help sell or lease Units or develop and manage the Condominium Property but Seller's use of the Condominium Property must be reasonable, in Seller's opinion, and can't unreasonably interfere, in Seller's opinion, with Purchaser's use and enjoyment of the Unit. This paragraph will survive (continue to be effective after) closing.

20. Sales Commissions. Seller will pay, after closing, all sales commissions due any in-house sales person Seller has employed, and the cooperating broker named on the last page of this Agreement (if no name is filled in on the last page, then same shall be deemed a representation by Purchaser that there is no cooperating broker involved in this transaction), in accordance with the terms of separate written agreements. Seller has no responsibility to pay any sales commissions to any other broker or sales agent with whom Purchaser has dealt (unless Seller has agreed otherwise in writing). Purchaser will be solely responsible to pay any such other brokers. Purchaser represents and warrants to Seller that Purchaser has not dealt with, nor the sale been procured by, any real estate broker, salesman or finder, other than those salesperson retained by Seller and the cooperating broker described on the last page of this Agreement Seller's in-house staff. Purchaser will indemnify Seller against all claims made against Seller by any other brokers or sales agents (and agrees also to pay all costs and attorneys' fees actually incurred by Seller because of these claims).

This paragraph will survive (continue to be effective after) closing.

21. Notices. Whenever Purchaser is required or desires to give notice to Seller, the notice must be in writing and it must be sent certified mail, postage prepaid, with a return receipt requested to Seller at 1815 Griffin Road, Suite 202, Dania, Florida 33004. Notwithstanding the foregoing, Purchaser's notice to cancel pursuant to Paragraph 28 below, may be made in any manner permitted by under the Interstate Land Sales Full Disclosure Act and the regulations promulgated thereunder.

Unless this Agreement states other methods of giving notices, whenever Seller is required or desires to give notice to Purchaser, the notice must be given either in person, by telephone or in writing and, if in writing, it must be sent either by: (i) certified mail, postage prepaid, with a return receipt requested (unless sent outside of the United States, in which, event written notices to Purchaser may be sent by regular air mail); (ii) facsimile transmission if Purchaser has indicated a telecopy number on Page 1 of this Agreement; or (iii) a recognized overnight courier service (i.e., Federal Express, Express Mail, Airborne, Emory, Purolator, United Parcel Service, etc.), to the address for Purchaser set forth on Page 1 of the Agreement.

A change of address notice is effective when it is received. All other written notices are effective on the day they are properly given or mailed, whether or not received (and all permitted non-written notices to Purchaser are effective on the date given by Seller) unless receipt is required specifically in portions of this Agreement.

22. Transfer or Assignment. Except only as provided in the following paragraph, Purchaser shall not be entitled to assign this Agreement or its rights hereunder, in whole or in part, without the prior written consent of Seller, which may be withheld by Seller with or without cause (and even if Seller's refusal to grant consent is unreasonable). To the extent that Seller consents to any such assignment, said consent may be conditioned in any manner whatsoever, including, without limitation, charging an assignment or transfer fee. Any such assignee must fully assume all of the obligations of Purchaser hereunder by written agreement for Seller's benefit, a counterpart original executed copy of which shall be delivered to Seller. For purposes of this Section 22, the sale, transfer or pledge of any beneficial interest in Purchaser shall be deemed an assignment hereunder requiring prior consent of Seller. Without limiting the generality of the foregoing, Purchaser shall not, prior to closing on title to the Unit, list the Unit for rental or transient use, or for resale with a broker licensed or otherwise acting in such capacity or allow the Unit to be listed on the Multiple Listing Service for rent or resale.

Notwithstanding the foregoing, without requiring the consent of Seller, Purchaser shall be permitted to assign its rights and obligation under this Agreement and its interest in the Unit to any immediate family member, any trust for the benefit of Purchaser and/or its immediate family members and/or any corporation, partnership or other entity which is wholly beneficially owned by Purchaser (or its immediate family members), provided only that the assignee assumes in writing, for the benefit of Seller, all of Purchaser's duties and obligations under the Agreement and said assumption is delivered to Seller promptly following said assignment and in no event less than fifteen (15) days prior to closing.

Notwithstanding the foregoing, said assignment shall not release Purchaser from any of its obligations under the Agreement.

23. Others Bound by this Agreement. If Purchaser dies or in any way loses legal control of his affairs, this Agreement will bind his heirs and personal representatives. If Purchaser has received permission to assign or transfer his interest in this Agreement, this Agreement will bind anyone receiving such interest. If Purchaser is a corporation or other business entity, this Agreement will bind any successor corporation or entity. If more than one person signs this Agreement as Purchaser, each will be equally liable, on a joint and several basis, for full performance of all Purchaser's duties and obligations under it and Seller can enforce it against either as individuals or together.

24. Public Records. Purchaser authorizes Seller to record the documents needed to establish and operate the Condominium, as well as all other documents which Seller deems necessary or appropriate, in the Public Records of Broward County, Florida. Neither this Agreement, nor any notice or memorandum hereof (nor any Lis Pendens), may be recorded.

25. Purchaser's Right to Cancel. THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE PURCHASER, AND RECEIPT BY PURCHASER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE PURCHASER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. PURCHASER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

26. Coastal Construction Control Line. Purchaser is aware that the Unit and/or portions of the Condominium may be located in coastal areas partially or totally seaward of the coastal construction control line as defined in Section 161.053, F.S. Purchaser is fully apprised of the character of the regulation of property in such coastal areas and Purchaser hereby waives and releases any right to receive at closing a survey delineating the location of the coastal construction control line with respect to the Unit and the Condominium in accordance with Section 161.57, F.S.

27. Florida Law: Severability; Interstate Land Sales Exemption. Any disputes that develop under this Agreement, and any issues that arise regarding the entering into, validity and/or execution of this Agreement, will be settled according to Florida law. If any part of this Agreement violates a provision of applicable law, the applicable law will control. In such case, however, the rest of the Agreement (not in violation) will remain in force.

Without limiting the generality of the foregoing, it is Purchaser's and Seller's mutual desire and intention that all provisions of this Agreement be given full effect and be enforceable strictly in accordance with their terms. If, however, any part of this Agreement is not enforceable in accordance with its terms or would render other parts of this Agreement or this Agreement, in its entirety, unenforceable, the unenforceable part or parts are to be judicially modified, if at all possible, to come as close as possible to the expressed intent of such part or parts (and still be enforceable without jeopardy to other parts of this Agreement, or this Agreement in its entirety), and then are to be enforced as so modified. If the unenforceable part or parts cannot be so modified, such part or parts will be unenforceable and considered null and void in order that the mutual paramount goal (that this Agreement is to be enforced to the maximum extent possible strictly in accordance with its terms) can be achieved.

Without limiting the generality of the foregoing, if the mere inclusion in this Agreement of language granting to Seller certain rights and powers, or waiving or limiting any of Purchaser's rights or powers or Seller's obligations (which otherwise would be applicable in the absence of such language), results in a final conclusion (after giving effect to the above judicial modification, if possible) that Purchaser has the right to cancel this Agreement and receive a refund of his deposits, such offending rights, powers, limitations and/or waivers shall be struck, canceled, rendered unenforceable, ineffective and null and void. Under no circumstances shall either Purchaser or Seller have the right to cancel this Agreement solely by reason of the inclusion of certain language in this Agreement (other than language which is intended specifically to create such a cancellation right).

**The following sentence will supersede and take precedence over anything else in this agreement which is in conflict with it: If any provisions serve to limit or qualify Seller's substantial completion obligation as stated in paragraph 7, or Purchaser's remedies in the event that such obligation is breached, or grant Seller an impermissible grace period, and such limitations or qualifications are not permitted if the exemption of this sale from the Interstate Land Sales Full Disclosure Act pursuant to 15 U.S.C. § 1702(a)(2) is to apply or this Agreement is to otherwise be fully enforceable, then all those provisions are hereby stricken and made null and void as if never a part of this Agreement. For purposes of this paragraph only, the words "this Agreement" include in their meaning the condominium documents.**

28. Changes. Seller may make changes in the Condominium Documents in its sole discretion. Purchaser will have fifteen (15) days from the date of receipt of such changes from Seller which materially alter or modify the offering of the Condominium in a manner adverse to Purchaser in



which to cancel this Agreement (by delivering written notice to Seller of such cancellation) and receive a refund of any deposits with applicable interest. Seller will be relieved of all obligations under this Agreement when Seller refunds the deposits and interest. Purchaser will not be permitted to prevent Seller from making any change it wishes in its sole discretion, nor to pursue any remedy other than the fifteen (15) day cancellation remedy described above (and then only for the kind of changes that materially alter or modify the offering in a manner that is adverse to Purchaser).

If Purchaser has the right to cancel this Agreement by reason of a change which materially alters or modifies the offering of the Condominium in a manner adverse to Purchaser, Purchaser's failure to request cancellation in writing within the fifteen (15) day period will mean that Purchaser accepts the change and waives irrevocably his right so to cancel. All rights of cancellation will terminate, if not sooner, then absolutely at closing. After closing, Purchaser will have no remedy for any changes Seller may make or have made.

Without limiting the generality of the foregoing and other provisions of this Agreement, Seller is specifically authorized to: (i) substitute the final legal descriptions and as-built surveys for the proposed legal descriptions and plot plans contained in the Condominium Documents even though changes occur in the permitting stage and during construction, and/or (ii) combine and/or subdivide units prior to the recordation of the Declaration (and incorporate divider wall common elements in any such combination units or add common element divider walls in any such subdivision), provided that the percentage share of ownership of common elements of any unit not affected in the combination or subdivision is not affected. Such substitution, combination and/or subdivision shall not be deemed to be either material or adverse.

This paragraph will survive (continue to be effective after) closing.

29. Time of Essence. The performance of all obligations by Purchaser on the precise times stated in this Agreement is of absolute importance and failure to so perform on time is a default, time being of the essence.

30. Disclaimer of Implied Warranties. All manufacturers' warranties will be passed through to Purchaser at closing and all items covered by manufacturers' warranties are expressly not warranted by Seller. At closing, Purchaser will receive the statutory warranties imposed by the Florida Condominium Act.

To the maximum extent lawful, all implied warranties of fitness for a particular purpose, merchantability and habitability, all warranties imposed by statute (except only those imposed by the Florida Condominium Act to the extent they cannot be disclaimed and to the extent they have not expired by their terms) and all other implied or express warranties of any kind or character are specifically disclaimed. Seller has not given and Purchaser has not relied on or bargained for any such warranties.

As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

This paragraph will survive (continue to be effective after) closing.

31. Return of Condominium Documents. If this Agreement is canceled for any reason, Purchaser will return to Seller all of the Condominium Documents delivered to him in the same condition received, reasonable wear and tear excepted. If Purchaser fails to return the Condominium Documents, Purchaser agrees to pay Seller \$100.00 to defray the costs of preparation, printing and delivery of same.

32. Waiver. Seller's waiver of any of its rights or remedies (which can only occur if Seller waives any right or remedy in writing) will not waive any other of Seller's rights or remedies or prevent Seller from later enforcing all of Seller's rights and remedies under other circumstances.

33. Survival. Only those provisions and disclaimers in this Agreement which specifically state that they shall have effect after closing will survive (continue to be effective after) closing and delivery of the deed. All other provisions shall be deemed merged into the deed.

34. Substantial Completion. Whenever this Agreement requires Seller to complete or substantially complete an item of construction, that item will be understood to be complete or substantially complete when so completed or substantially completed in Seller's opinion. Notwithstanding the foregoing, however, neither the Unit nor the building of which the Unit is a part will be considered complete or substantially complete for purposes of this Agreement unless the Unit (and such portion of the building intended to be used exclusively by Purchaser) is physically habitable and usable for the purpose for which the Unit was purchased. The Unit (and such portion of the building) will be considered so useable if the Unit is ready for occupancy and has all necessary and customary utilities extended to it. Other units (and other portions of the building) may not necessarily be so complete and useable.

35. Nearby Construction. Purchaser understands and agrees that for some time in the future Purchaser may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and impeded in using portions of Condominium Property by that activity. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter, except as is set forth herein or in the Prospectus.

36. Radon. Under the laws of the State of Florida, Purchaser is hereby advised that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Seller does not conduct radon testing with respect to the Units or the Condominium, and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection with the Condominium.

37. Seller's Representations. Purchaser acknowledges, warrants, represents and agrees that this Agreement is being entered into by Purchaser without reliance upon any representations concerning any particular hotel affiliation, any potential for future profit, any rental income potential, tax advantages, depreciation or investment potential and without reliance upon any other monetary or financial advantage. Purchaser acknowledges and agrees that no such representations, including representations as to the ability or willingness of Seller or its affiliates to assist Purchaser in renting or selling the Unit, have been made by Seller, or any of its agents, employees or representatives. This Agreement contains the entire understanding between Purchaser and Seller, and Purchaser hereby acknowledges that the displays, architectural models, artist renderings and other promotional materials contained in the sales office and model suite are for promotional purposes only and may not be relied upon. Purchaser warrants that Purchaser has not relied upon any verbal representations, advertising, portrayals or promises other than as expressly contained herein and in the Condominium Documents, including, specifically, but without limitation, any representations as to: (a) potential appreciation in or resale value of the Unit, (b) the existence of any "view" from the Unit or that any existing "view" will not be obstructed in the future, (c) traffic conditions in, near or around the Condominium, (d) disturbance from nearby properties, (e) disturbance from air or vehicular traffic, (f) any future use of adjacent properties, and/or (g) any particular hotel affiliation or maintaining any existing hotel affiliation. The provisions of this paragraph shall survive the closing.

38. Incorporation: Definitions. The explanations, definitions, disclaimers and other provisions set forth in the Condominium Documents are incorporated into this Agreement as if repeated at length here. When the words "this Agreement" are used, they shall include in their meaning all modifications, riders and addenda to it signed by Purchaser and Seller. The term "Force Majeure" as used in this Agreement shall mean "Acts of God", labor disputes (whether lawful or not), material or labor shortages, restrictions by any governmental or utility authority, civil riots, floods or other causes beyond Seller's control.

39. Entire Agreement. This Agreement is the entire contract for sale and purchase of the Unit and once it is signed, it can only be amended by a written instrument signed by the party against whom enforcement is sought which specifically states that it is amending this Agreement. Any current or prior Agreements, representations, understandings or oral statements of sales representatives or others, if not expressed in this Agreement, the Condominium Documents or in brochures for the Condominium, are void and have no effect. Purchaser has not relied on them.

40. Cooperating Broker. \_\_\_\_\_ (if no name is filled in, Purchaser shall be deemed to have represented and warranted to Seller that no cooperating broker was involved in the subject transaction. See Section 20).

**ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.**

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PURCHASER

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

SELLER:

Luxury Resorts International, Inc., a Florida corporation

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

Exhibit "D"

ESCROW AGREEMENT

**THIS AGREEMENT** is made as of the 1 day of January, 2002, by and between **CHICAGO TITLE INSURANCE COMPANY** ("Escrow Agent"), having an office at 2701 Gateway Drive, Pompano Beach, FL 33069 and **Luxury Resorts International, Inc.**, a Florida corporation ("Developer"), having an office at 1815 Griffin Road, Suite 202, Dania, Florida 33004.

W I T N E S S E T H

A. Developer proposes to construct and develop a condominium in Broward County, Florida, to be located approximately at 601 North Fort Lauderdale Beach Blvd., Fort Lauderdale, Florida 33304, tentatively named **THE ATLANTIC HOTEL CONDOMINIUM** (as may hereafter be renamed, the "Condominium").

B. Developer intends to enter into contracts for the sale and purchase of units in the Condominium (each of which is hereinafter called a "Contract").

C. Developer desires to make arrangements to escrow deposits on each Contract in accordance herewith and with the provisions of Section 718.202, Florida Statutes.

D. Escrow Agent has consented to hold all deposits it receives pursuant to the terms and provisions hereof and the provisions of Section 718.202, Florida Statutes.

**NOW, THEREFORE**, Escrow Agent and Developer hereby agree as follows:

1. From time to time, Developer will deliver checks payable to or endorsed to Escrow Agent which will represent deposits on Contracts, together with a copy of each executed Contract (if not previously delivered with prior deposits) and a "Notice of Escrow Deposit" in the form attached hereto. Escrow Agent shall acknowledge receipt of the deposit upon the form attached and deliver an executed copy of same to Developer, and to the individual unit purchaser upon request.

2. Escrow Agent shall disburse the purchaser's deposit(s), escrowed hereunder, and any interest earned thereon, in accordance with the following:

- (a) To the purchaser, within thirty (30) days after receipt of Developer's written certification that the purchaser has properly terminated his contract.
- (b) To Developer, within five (5) days after the receipt of Developer's written certification that the purchaser's contract has been terminated by reason of said purchaser's failure to cure a default in performance of purchaser's obligations thereunder.
- (c) To Developer (as to that portion of the deposits in excess of 10% of the applicable purchase price, which Escrow Agent shall hold in a special account as required by Section 718.202, Florida Statutes) within five (5) days after receipt of the Developer's written certification that construction of the improvements of the Condominium has begun, that the Developer will use such funds in the actual construction and development of the Condominium property and that no part of these funds will be used for salaries or commissions, or for expenses of salesmen or for advertising purposes. Escrow Agent shall not, however, be responsible to assure that such funds are so employed and shall be entitled to rely solely on such certification.
- (d) If the deposit of a purchaser has not been previously disbursed in accordance with the provisions of subparagraphs 2(a), 2(b) or 2(c) above, the same shall be disbursed immediately to Developer or its designees upon receipt from Developer of a closing statement or other verification signed by the purchaser, or his attorney or authorized agent, reflecting that the transaction for sale and purchase of the subject condominium unit has been closed and consummated; provided, however, that no disbursement shall be made if prior to the disbursement, Escrow Agent receives from purchaser written notice of a dispute between the purchaser and Developer until such dispute is settled as evidenced by written notice from both purchaser and Developer or by an order of a court of competent jurisdiction.

- (e) Escrow Agent shall at any time make distribution of the purchaser's deposit and interest earned thereon upon written direction duly executed by Developer and purchaser.

No disbursement need be made by Escrow Agent until sums necessary to make such disbursement have actually and finally cleared Escrow Agent's account.

3. Escrow Agent shall, at Developer's discretion, invest the deposits received hereunder in savings or time deposits in institutions insured by any agency of the United States or in securities of the United States and/or any agency thereof, and/or in such other lawful manner as the parties shall agree, provided title thereto shall always evidence the escrow relationship. Escrow Agent assumes no liability or responsibility for any loss of funds which may result from the failure of any institution in which Developer directs that such savings or time deposits be invested nor any loss or impairment of funds deposited in escrow in the course of collection or while on deposit with a trust company, bank, or savings association resulting from failure, insolvency or suspension of such institution, or the fact that such funds exceed the maximum amount insured by the FDIC.

4. Escrow Agent may act in reliance upon any writing, instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same. The duties of Escrow Agent shall be limited to the safekeeping of the deposits and the disbursement of same in accordance with the written instructions described above. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement against Escrow Agent. Upon Escrow Agent disbursing the deposit of a purchaser in accordance with the provisions hereof, the escrow shall terminate with respect to said purchaser's deposit, and Escrow Agent shall thereupon be released of all liability hereunder in connection therewith.

5. Escrow Agent may consult with counsel of its own choice and shall have full and complete authority and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. Escrow Agent shall not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its misconduct or gross negligence, and Developer agrees to indemnify and hold Escrow Agent harmless from and against any claims, demands, causes of action, liabilities, damages, judgments, including the cost of defending any action against it together with any reasonable attorneys' fees incurred therewith, in connection with Escrow Agent's undertaking pursuant to the terms and conditions of this Escrow Agreement, unless such action or omission is a result of the misconduct or gross negligence of Escrow Agent.

6. In the event of a good faith disagreement about the interpretation of this Agreement, or about the rights and obligations, or the propriety, of any action contemplated by Escrow Agent hereunder, Escrow Agent may, at its sole discretion, file an action in interpleader to resolve said disagreement. Escrow Agent shall be indemnified by Developer for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action. No such action shall be filed where the Escrow Agent's required course of action is clearly dictated herein.

7. Escrow Agent may resign at any time upon the giving of thirty (30) days' written notice to Developer. If a successor to Escrow Agent is not appointed within thirty (30) days after notice of resignation, Escrow Agent may petition any court of competent jurisdiction to name a successor escrow agent and Escrow Agent shall be fully released from all liability under this Agreement to any and all parties, upon the transfer of the escrow deposit to the successor escrow agent either designated by Developer or appointed by the Court. The successor escrow agent must be authorized to act as such by the Florida Condominium Act.

8. Developer shall have the right to replace Escrow Agent upon thirty (30) days' written notice with a successor escrow agent named by Developer. In such event, Escrow Agent shall turn over to the successor escrow agent all funds, documents, records and properties deposited with Escrow Agent in connection herewith and thereafter shall have no further liability hereunder. The successor or other escrow agent must be authorized to act as such by the Florida Condominium Act.

9. This Agreement shall be construed and enforced according to the laws of the State of Florida and this Agreement may be made a part, in its entirety, of any prospectus,

offering circular or binder of documents distributed to purchasers or prospective purchasers of condominium units in the Condominium.

10. Developer hereby agrees to pay the Escrow Agent, in arrears, a fee equal to One Hundred Twenty Five (\$125) Dollars for each new Contract for which the Escrow Agent is holding a deposit, provided that only one such fee shall be paid with respect to any one Contract regardless of the amount of activity (i.e., deposits and withdrawals) with respect to that Contract. The Escrow Agent shall invoice Developer as to all new Contracts for which deposits were received in the previous calendar month, Developer shall pay the applicable fee(s) within thirty (30) days following receipt of invoice.

11. This Escrow Agreement shall be expressly incorporated by reference in all Contracts between Developer and purchasers.

12. As used in this Escrow Agreement, interest will be deemed earned on a specific deposit at the rate which is the average for all deposits held hereunder over the period the specific deposit is held.

13. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**CHICAGO TITLE INSURANCE COMPANY**

By: *Caroline Woods*  
Name: Carline Woods  
Title: Escrow Manager

(Corporate Seal)

**LUXURY RESORTS INTERNATIONAL,  
INC., A FLORIDA CORPORATION**

By: *DANIEL J MELK*  
Name: Daniel J Melk  
Title: President

(Corporate Seal)

**NOTICE OF ESCROW DEPOSIT  
THE ATLANTIC HOTEL CONDOMINIUM**

Date: \_\_\_\_\_

Chicago Title Insurance Company  
2701 Gateway Drive  
Pompano Beach, FL 33069

Attn: \_\_\_\_\_

Re: **Purchase of Unit No. \_\_\_\_ in The Atlantic Hotel Condominium**

Gentlemen:

The purchaser(s) named below has entered into an Agreement for Sale for the above-referenced Condominium Unit and we deliver herewith a deposit of \$\_\_\_\_\_ in accordance with the Agreement for Sale.

Name of Purchaser(s): \_\_\_\_\_

\_\_\_\_\_

Mailing Address of  
Purchaser(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Social Security Number(s)  
of Purchasers:

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

**RECEIPT**

Receipt is acknowledged of the above deposit, subject to clearance of said funds, if a check.

CHICAGO TITLE INSURANCE COMPANY

By: \_\_\_\_\_

Date of Receipt:

\_\_\_\_\_

Exhibit "E"

98-23357E T#001  
04-21-98 04:37PM  
\$ 24139.00  
DUCL. STAMPS-DEED  
RECVD. BROWARD CNTY  
COUNTY ADMIN.

Fort Lauderdale, Florida 33301-8090  
Joseph N. Salomone, Esq.  
Joseph N. Salomone, P.A.  
1323 SE Third Avenue  
Ft. Lauderdale, FL 33312

Parcel ID Number: 0201-07-0010  
Grantor #1 ID#: \_\_\_\_\_  
Grantor #2 ID#: \_\_\_\_\_

### Warranty Deed

This Indenture, Made this 25 day of March, 1998 A.D., Between  
Beach Horizon Associates, Ltd., a Florida Limited Partnership

of the County of Broward, State of Florida, GRANTOR, and  
MLK Development, Inc., a Florida corporation

whose address is: ~~507 N. Atlantic Boulevard, Fort Lauderdale, FL~~  
2050 N. BAY ROAD, MIAMI BEACH, FL 33140  
of the County of Broward, State of Florida, GRANTEE.

Witnesseth that the GRANTOR, for and in consideration of the sum of  
-----TEN DOLLARS (\$10)----- DOLLARS,  
and other good and valuable consideration to GRANTEE in hand paid by GRANTEE the receipt whereof is hereby acknowledged, has  
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,  
lying and being in the County of BROWARD, State of Florida, to-wit:  
Lot 1, a Re-Subdivision of Block "E", BIRCH OCEAN FRONT SUBDIVISION  
NO. 2, according to the Plat thereof, recorded in Plat Book 26, Page  
33 of the Public Records of Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATOR

BR88081R00087

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.  
In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.  
Signed, sealed and delivered in our presence:

Beach Horizon Associates, Ltd., a  
Florida Limited Partnership  
By: Octagon Development and  
Design, Inc., LIMITED PARTNER

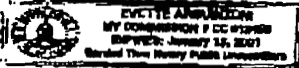
Vicki Suranec  
Printed Name: Vicki Suranec  
Witness

By: John O. Ulbrich (Seal)  
John O. Ulbrich, President  
P.O. Address: East Service Boulevard  
Fort Lauderdale, FL 33304

Evelle Acquarone  
Printed Name: Evelle Acquarone  
Witness

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 25 day of March, 1998 by  
John O. Ulbrich, President of Octagon Development and Design, Inc., a  
Florida corporation and a general partner of Beach Horizon Associates,  
Ltd., a Florida Limited Partnership, limited partnership, on behalf of  
the corporation and the partnership  
who is personally known to me or who has produced his Florida driver's license, as identification.



Evelle Acquarone  
Printed Name:  
Notary Public  
My Commission Expires.

①  
9/14

FAX ADIT No. H00000047005

**ARTICLES OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION OF  
MLK DEVELOPMENT, INC.**

Pursuant to the Florida Business Corporation Act, Article I of the Articles of Incorporation of **MLK DEVELOPMENT, INC.**, a Florida corporation, hereinafter referred to as the "Corporation", is amended to read as follows:

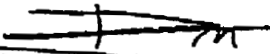
**ARTICLE I Name**

The name of the Corporation is **LUXURY RESORTS INTERNATIONAL, INC.**

The foregoing Amendment to the Articles of Incorporation of the Corporation was proposed by all of the directors of the Corporation and approved by the shareholders by Joint Written Consent effective as of August 31, 2000. The number of votes cast for the amendment was sufficient for approval.

IN WITNESS WHEREOF, the undersigned President of the Corporation has executed these Articles of Amendment this August 31, 2000.

**MLK DEVELOPMENT, INC.,**  
a Florida corporation

  
\_\_\_\_\_  
Daniel J. Melk, President

**FILED**  
00 SEP - 7 PM 2: 58  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

M4539480.1  
FAX ADIT No. H00000047005