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Record & Return To:
SIMON & MOSKOWITZ, P.A.
SPECTRUM BUILDING - SUITE 303
4901 Northwest 17th Way
Fort Lauderdale, Florida 33309
WILL CALL - TRI COUNTY

DECLARATION FOR VIZCAYA AT PALM-AIRE

THIS DECLARATION is made this 6 day of AUGUST,
1986, by FPA VIZCAYA, INC., a Florida corporation.

P R E A M B L E :

DECLARANT is the owner of the property described in Exhibit "A" attached hereto located in Broward County, Florida (the "SUBJECT PROPERTY"). It is contemplated that two (2) or more condominiums will be developed within the SUBJECT PROPERTY, and it is anticipated that the condominiums will be operated by one (1) association, being VIZCAYA AT PALM-AIRE ASSOCIATION, INC., a Florida corporation not for profit ("ASSOCIATION"), although there will be no requirement that all of the condominiums developed within the SUBJECT PROPERTY be operated by ASSOCIATION.

Pursuant to this DECLARATION, DECLARANT desires to create various cross easements and use rights relating to the common areas of the condominiums, and further desires to provide for the sharing of various expenses relating to the common areas between the condominiums.

NOW, THEREFORE, DECLARANT declares that the SUBJECT PROPERTY shall be subject to this DECLARATION.

1. DEFINITIONS. The terms used in this DECLARATION shall have the following meanings, unless the context otherwise requires:

1.01 ASSOCIATION means VIZCAYA AT PALM-AIRE ASSOCIATION, INC., a Florida corporation not for profit.

1.02 ASSOCIATION PROPERTY means any real property owned by or leased to ASSOCIATION, including any improvements located thereon, and all personal property owned by or leased to ASSOCIATION.

1.03 CONDOMINIUM means any condominium which is operated by ASSOCIATION pursuant to the declaration of condominium thereof.

1.04 DECLARANT means FPA CORPORATION, a Delaware corporation, or any owner of any portion of the SUBJECT PROPERTY who is assigned all of the rights of DECLARANT hereunder pursuant to an assignment recorded in the public records of the county in which the SUBJECT PROPERTY is located.

1.05 DECLARATION means this DECLARATION for VIZCAYA AT PALM-AIRE, as it may be amended from time to time.

1.06 SUBJECT PROPERTY means the property described in Exhibit "A" attached hereto, plus any property that may be added to this DECLARATION, less any property which may be withdrawn from this DECLARATION, pursuant to an amendment hereto.

1.07 All of the other terms used in this DECLARATION shall have the same meaning as stated in Florida Statutes, Section 718.102.

2. EASEMENTS. The following non-exclusive easements are hereby created and shall not be substantially amended or revoked in a manner which will unreasonably interfere with their proper and intended uses and purposes.

2.01 Ingress and Egress Easements. Ingress and egress easements for pedestrian and bicycle traffic over and upon the sidewalks and paths existing from time to time upon the SUBJECT PROPERTY, and ingress and egress easements for pedestrian and vehicular traffic over and upon the roads, parking areas, and other paved areas existing from time to time within the SUBJECT PROPERTY and intended for such purposes, same being in favor of ASSOCIATION and the owners of portions of the SUBJECT PROPERTY and units within the SUBJECT PROPERTY from time to time, for their use and benefit and for the use and benefit of their mortgagees, tenants, guests and invitees. Such ingress and

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egress easements with respect to the owners and residents of any portion of the SUBJECT PROPERTY shall only exist to the extent reasonably necessary to provide ingress and egress, and no changes shall be made in any roads, parking areas, and other paved areas within the SUBJECT PROPERTY in such a manner that ingress and egress reasonably required by any owner or resident of the SUBJECT PROPERTY would be eliminated or unreasonably interfered with.

2.02 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, mail carrier companies, and service companies, over and across all roads existing from time to time within the SUBJECT PROPERTY, and over, under, on and across the SUBJECT PROPERTY, as may be reasonably necessary to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY and the residents thereof. Also, easements over, under, on and across the SUBJECT PROPERTY as may be reasonably required for the installation, maintenance, repair, and providing of utility services, equipment and fixtures, in order to adequately serve the SUBJECT PROPERTY, including but not limited to electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. Any such utility services shall be installed to the extent possible in a manner which will minimize interference with the use and enjoyment of the SUBJECT PROPERTY by the unit owners and residents thereof. The foregoing easements are subject to any improvements constructed upon the SUBJECT PROPERTY from time to time, and no utility services shall be installed within, upon or over the SUBJECT PROPERTY without the approval as to the location of same of the owner of the applicable portion of the SUBJECT PROPERTY or the condominium association operating any portion of the SUBJECT PROPERTY contained within a condominium, which approval shall not be unreasonably withheld.

2.03 Sale and Development Easement. DECLARANT reserves an easement over, upon, across and under the SUBJECT PROPERTY as may be reasonably required in connection with the development, construction, sale and promotion of the SUBJECT PROPERTY or any portion thereof.

3. CROSS PARKING. With respect to the parking spaces within any CONDOMINIUM, the developer of the CONDOMINIUM and/or ASSOCIATION shall have the right to assign one, and only one, parking space for the exclusive use of the unit owner or resident of any unit, and their guests and invitees. All other parking spaces shall be for the general use of the unit owners and residents of the CONDOMINIUMS, and their guests and invitees, regardless of which CONDOMINIUM such unassigned parking spaces are located in, so that the unit owners and residents of each CONDOMINIUM, and their guests and invitees, shall have the right to use all of the unassigned parking spaces in all of the CONDOMINIUMS in common.

4. SHARING OF EXPENSES. It is acknowledged that, in connection with the development of the SUBJECT PROPERTY, certain property will be conveyed or leased to ASSOCIATION as ASSOCIATION PROPERTY, and other portions of the SUBJECT PROPERTY will be divided among the CONDOMINIUMS. It is further acknowledged that, to a certain extent, the division of such property between the CONDOMINIUMS and ASSOCIATION PROPERTY is done on an arbitrary basis, and that the dividing lines between the condominium property of each CONDOMINIUM and ASSOCIATION PROPERTY is not to a large degree practically significant. Furthermore, as provided herein, all of the unit owners of the CONDOMINIUMS have been provided various cross-use and cross-easement rights with respect to the entire SUBJECT PROPERTY, and furthermore it is acknowledged that the maintenance of the landscaping and other common areas within each CONDOMINIUM and within the ASSOCIATION PROPERTY will benefit all of the CONDOMINIUMS. Furthermore, it is acknowledged that it would be difficult or impossible to separately allocate the cost of maintaining the common areas within each CONDOMINIUM only to the unit owners of such CONDOMINIUM, and it would be unfair to do so in light of the fact that such common areas may be used by and/or for the benefit of the unit owners in other CONDOMINIUMS. Accordingly, it is acknowledged that all of the expenses incurred by ASSOCIATION in connection with any ASSOCIATION PROPERTY or the common elements of any CONDOMINIUM shall be shared equally between the unit owners and all of the CONDOMINIUMS, so that the common expenses of each CONDOMINIUM will include a share of such expenses equal to the ratio that the number of units within such CONDOMINIUM bears to the total number of units in all of the CONDOMINIUMS. Notwithstanding the

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