

*This instrument prepared by:*  
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DECLARATION OF CONDOMINIUM  
OF  
SILVER THATCH ATLANTIC PLAZA CONDOMINIUM

77- 86248

Cedar Lane Developers, Inc., a Florida corporation, on behalf of itself, its grantees, successors, and assigns, as the owner in fee simple of the land described in Exhibit A, hereby makes this Declaration of Condominium of Silver Thatch Atlantic Plaza Condominium (the "Declaration").

ARTICLE I  
Submission Statement

Cedar Lane Developers, Inc. hereby submits the land described on Exhibit A, which is attached hereto and incorporated by reference herein, to condominium ownership under and pursuant to the provisions of Chapter 718, Florida Statutes, known as the Condominium Act, and this Declaration.

ARTICLE II  
Name

The name by which the condominium created hereunder (hereinafter referred to as the "Condominium") is to be identified as "Silver Thatch Atlantic Plaza Condominium".

ARTICLE III  
Definitions

The terms contained in this Declaration, which are contained in the Condominium Act, shall have the meaning of such terms set forth in such Act, and the following terms shall have the following meanings:

- A. The "ACT" or the "CONDOMINIUM ACT" means Chapter 718, Florida Statutes.
- B. "ADDITIONAL LANDS" means property described in Exhibit C which will under certain circumstances hereinafter described become a part of the Common Elements of this Condominium.
- C. "APARTMENT" means "UNIT", as defined in the Act and is the part of the condominium property which is subject to exclusive ownership. The words "APARTMENT" and "UNIT" may be used interchangeably.
- D. "APARTMENT OWNER" means the owner or owners of an aptment and may be used interchangeably with "UNIT OWNER".
- E. "ASSESSMENT" means the share of funds required for the payment of "COMMON EXPENSES", which, from time to time, is assessed against the unit owner; and in addition, means any other funds required to be paid by a unit owner to the association under the terms of this Declaration whether or not such funds are properly a part of the "COMMON EXPENSES".
- F. "ASSOCIATION" means Silver Thatch Atlantic Plaza Condominium Association, Inc., a Florida corporation not for profit responsible for the operation of the condominium.
- G. "ARTICLES" means the Articles of Incorporation of the association.
- H. "BOARD" means the Board of Directors of the association, or the Board of Administration, as that term is defined in the Condominium Act.
- I. "BYLAWS" means the Bylaws of the association.
- J. "COMMON ELEMENTS" means the portions of the condominium property not included in the units.
- K. "COMMON EXPENSES" means all expenses properly incurred by the association for the condominium.

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- L. "COMMON SURPLUS" means the excess of all receipts of the association - including but not limited to assessments, rents, profits, and revenues on account of the common elements - over the common expenses.
- M. "CONDOMINIUM DOCUMENTS OR DOCUMENTS" means this Declaration and the following Exhibits annexed hereto:
- 1) Exhibit A - Legal description of land submitted to condominium form of ownership. (Phase I Lands).
  - 2) Exhibit B - Legal description of land which may be submitted to condominium form of ownership. (Phase II Lands).
  - 3) Exhibit C - Proposed Additional Lands.
  - 4) Exhibit D - Plot plans and surveys prepared by McLaughlin Engineering Company, Fort Lauderdale, Florida, which plot plans and surveys identify the improvements and contain a certificate prepared, executed, and sealed in accordance with requirements of Section 718.104 (4) (c).
  - 5) Exhibit E - Schedule of percentage shares in common elements and common surplus appurtenant to each unit.
  - 6) Exhibit F - Alternate Schedule of Percentage Shares in Common Elements and Common Surplus Appurtenant to Each Unit.
  - 7) Exhibit G - Legal Description of Recreation Lands.
  - 8) Exhibit H - Articles of Incorporation of Silver Thatch Atlantic Plaza Condominium Association, Inc.
  - 9) Exhibit I - Bylaws of Silver Thatch Atlantic Plaza Condominium Association, Inc.
  - 10) Exhibit J - Interim assessment figures.
- N. "CONDOMINIUM PROPERTY" means the land and improvements described on Exhibit A, which are subjected to condominium ownership, and all easements and rights appurtenant thereto intended for use in connection with the condominium.
- O. "DEVELOPER" means Cedar Lane Developers, Inc., a Florida corporation, its successors and assigns.

ARTICLE IV  
Description of Improvements

A. The improvements included in this Condominium are described on the Exhibit D, and include an eighteen (18) story apartment and office building (the "Building") which contains, in addition to the Common Elements therein, 179 residential apartments, and one (1) commercial unit, plus one (1) Superintendent's Apartment. Each apartment is identified and designated by a three (3) or four (4) digit Arabic number, and no Apartment bears the same designation as any other Apartment.

B. Hereto annexed is Exhibit D and made a part hereof is a survey of the Land and a graphic description of the improvements on the Land and a plot plan thereof, collectively hereinafter referred to as the "Survey", which Survey identifies, among other things, the Common Elements, the Limited Common Elements, and each apartment and their relative locations and approximate dimensions. Attached to the Survey and made a part thereof is a certificate prepared and signed in accordance with the requirements of Section 718.104(4)(c) of the Act.

In addition, Exhibit D includes a graphic description of proposed improvements upon the land described in Exhibit B, (The Phase II Land). These Lands may at the sole option of the Developer be submitted to condominium form of ownership in accordance with the terms of this Declaration by appropriate amendment to the Declaration in accordance with the authority granted in Section 718.403, Florida Statutes and the terms of this Declaration.

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C. Parking Spaces: Parking spaces are shown on the Survey and are identified as either Apartment Parking Spaces, Guest Parking Spaces or Additional Parking Spaces (collectively referred to herein as the "Parking Spaces"). Guest parking Spaces shall be used by guest and business invitees of Apartment Owners and Apartment Owners under rules and regulations promulgated by the Board. The Developer shall assign to each Apartment Owner the use of one (1) Parking Space in the manner described in Article XIII hereof.

ARTICLE V  
Undivided Shares In Common Elements

A. Initially, each of the Apartments shall have appurtenant thereto an undivided share in the Common Elements, Common Expenses and Common Surplus in accordance with the "Schedule of Shares in Common Elements" hereto annexed as Exhibit E and made a part hereof, subject, however, to the use of the Common Elements by the Apartment Owners and the use of the Common Elements by the members of the Association in accordance with the provisions of this Declaration.

B. In the event the Developer submits the Phase II Lands to condominium form of ownership in accordance with the terms hereof, then simultaneously with the recordation of such amendment, the undivided shares in the Common Elements shall be converted to that shown on the Alternate Schedule of Percentage Shares of Ownership, of Common Elements and Common Surplus appurtenant to each unit as set forth in Exhibit F to this Declaration.

ARTICLE VI  
Shares in Common Expenses and Common Surplus

A. Initially, the Common Expenses shall be shared and the Common Surplus shall be owned by each Apartment Owner in proportion to each Apartment Owner's percentage thereof set forth on Exhibit E to this Declaration.

B. In the event the Phase II Lands are submitted to condominium form of ownership in accordance with the terms of this Declaration, then in that event, simultaneously with such submission, the percentage share of the Common Expenses shall be converted to equal the percentages shown on the Alternate Schedule of Percentage Shares of Common Elements and Common Surplus appurtenant to each unit as set forth on Exhibit F annexed to this Declaration. The Developer, however, shall be excused from payment of its share of the Common Expenses apportionable to units owned by the Developer for so long as the guaranty relating to the Interim Assessments is in effect.

ARTICLE VII  
Plan of Development

A. Developer owns certain lands described in Exhibits A, B, C and G hereto annexed and made a part hereof (the total land). Developer has established and sets forth in this Article VII its plan for the development of the land described in Exhibits A and B (the "Plan"). Silver Thatch Atlantic Plaza is the name given by the Developer to the development of the total land. Developer intends to develop the total land by means of two (2) phases of one Condominium which will be governed by one (1) Condominium Association (the "Association"). There will be a total of two (2) high rise apartment buildings, one (1) phase for each building and portions of the total land and improvements relating thereto. Silver Thatch Atlantic Plaza Condominium Phase I contains among other things, 179 residential units, one (1) commercial unit, plus one (1) Superintendent's Apartment and other appurtenances and facilities, all of which will be constructed within the boundary of the condominium parcel as described in Exhibit A. It is intended also that Phase II shall contain 180 residential apartment units plus one (1) Superintendent's Apartment and other appurtenances and facilities; and that the total number of units contained in both the Phases of the Silver Thatch Atlantic Plaza Condominium shall be 360. A plot plan and floor plans for Phase I of the Condominium and a plot plan and proposed floor plans for Phase II are attached hereto and incorporated herein as Exhibit D to this Declaration.

Phase II of the Condominium may be incorporated into the Condominium by an amendment to this Declaration submitting the lands described in Exhibit B to condominium form of ownership in accordance with this Declaration, as amended, which amendment shall be joined in by the Condominium Association converting the lands described in Exhibit C to Common Elements of the Condominium, in accordance herewith, and in that event, the

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lands described in Exhibit C shall become a part of the Phase II lands on or before December 31, 1980, and in the event Phase II is submitted to condominium form of ownership, construction of all improvements to be completed by the developer, in accordance with the plot plans, surveys, and this Declaration must be completed no later than March 31, 1983, and prior to that date, the developer must record an amendment to this Declaration incorporating the floor plans and surveys required by the Act and a surveyor's certificate, in accordance with Section 718.104 (4) (e).

The developer contemplates construction of sufficient additional common facilities in Phase II of the Condominium to serve the second phase of the Condominium and, therefore, the impact, if any, which completion of Phase II would have upon the initial phase, would be the use of the lands described in Exhibit C for construction of improvements to be included in Phase II of the Condominium.

The land which may become a part of the Condominium, in accordance with this phase program, is described in Exhibits B and C to this Declaration. The 180 units which may be constructed in Phase II of the Condominium, will be of the approximate dimensions shown on the proposed floor plans included in Exhibit D. Each unit's percentage ownership in the Common Elements upon the addition of Phase II is shown in Exhibit F, which is attached hereto and incorporated by reference herein.

The recreation areas and facilities to be owned as Common Elements by all Unit Owners are shown in the description of facilities contained in Exhibit D as a part of Phase I. In the event Phase II is completed, additional recreation facilities, as shown in the proposed plot plans and floor plans prepared by McLaughlin Engineering, will be constructed and will be owned by all Unit Owners as parts of the Common Elements. The facilities or areas which may not be built or provided if Phase II is not developed in accordance with this Declaration, are those facilities and areas shown on Exhibit D in the proposed plot plans and floor plans for Phase II, except that in any event, the land described in Exhibit C will become a part of the Condominium. Since almost all personal property will be provided by the Condominium Association out of a non-recurring fee to be charged the initial Unit Owner at the time of that Unit Owner's purchase from the developer, the developer is providing no personal property to the Condominium.

Each unit in Silver Thatch Atlantic Plaza in Phase I and in Phase II, if developed, will have one vote in the Condominium Association. There are currently 180 voting units in the Condominium Association and there will be a total of 360 voting units in the event Phase II is developed.

B. Developer has constructed Phase I of the Condominium and by this Declaration creates Silver Thatch Atlantic Plaza Condominium. However, Developer reserves the absolute right, at its sole discretion, to terminate the Plan without going forward with Phase II. The construction of said Silver Thatch Atlantic Plaza Condominium Phase II is strictly optional with Developer and Developer shall have and hereby retains the sole and exclusive right not to proceed with the construction of Silver Thatch Atlantic Plaza Condominium Phase II for any reason whatsoever, as determined by Developer, and to limit construction of Silver Thatch Atlantic Plaza to Phase I, within the boundary of the condominium parcel described as Exhibit A.

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C. The Developer as the owner of the Lands described in Exhibit C has conveyed to Silver Thatch Atlantic Plaza Condominium Association, Inc., the Lands described on Exhibit C subject to the terms and conditions of this Declaration. The Lands described on Exhibit C are not at this time a part of the Condominium property and have not been submitted to Condominium form of ownership, but are to be held by Silver Thatch Atlantic Plaza Condominium, Inc., to be converted to Common Elements of Silver Thatch Atlantic Plaza Condominium at a later time in accordance with the terms hereof.

1. In the event the Developer submits the Lands described in Exhibit B to Condominium form of ownership by amendment to this Declaration in accordance with the terms hereof, and applicable Florida Statutes, then in that event, the Condominium Association shall join in an amendment to this Declaration converting such Lands to Common Elements of the Condominium as authorized by Section 718.119(6) of the Act. Such an amendment may be accomplished without further consent of the Unit Owners by action of the Board causing a certificate of amendment to be recorded in the Public Records of Broward County, Florida, describing the property owned by the Association, in fee simple, by virtue of the conveyance from the Developer and submitting such Lands to the terms of this Declaration. Each Unit Owner accepting title to any unit in the Condominium shall by accepting such title be deemed to have consented to the amendment described herein and no further joinder by such Unit Owner shall be required to make such amendment valid, but in the event any lending institution requires written evidence of consent, then in that event, each Unit Owner by accepting title to a unit in this Condominium, covenants that he will execute such instruments in recordable form as may be reasonably required to further evidence his consent to the amendment contemplated by this Article. Upon the recording of such amendment, Lands owned by the Association shall become a part of the Phase II Lands and a part of the Common Elements of this Condominium. Each Unit Owner by accepting the benefits of a conveyance of a Condominium Unit in Silver Thatch Atlantic Plaza irrevocably appoints the Developer as his or its agent for the purpose of amending this Declaration to add to the Condominium the Lands described in Exhibits B and C in accordance with the terms herewith in order that the Developer may construct on the Phase II Lands an additional apartment building in accordance with the terms hereof, and the additional construction by the Developer shall in no way be deemed an interference with the use or enjoyment of owners of apartment units which have been previously constructed and which are occupied by such unit owners. Even though the Developer contemplates the use of all of the additional Lands for the construction of an additional Phase in this Condominium, it shall not be bound to such use and the Developer may at any time prior to the recordation of an amendment to this Declaration submitting such property to Condominium form of ownership, discontinue the contemplated addition to the Condominium property and may use that Land not incorporated herein for such purposes as it desires, notwithstanding anything contained herein to the contrary.

2. The Developer for itself, its successors and assigns expressly reserves an easement for ingress and egress and construction and utility purposes over, across and under all driveways or roadways constituting a part of the Common Elements of the Condominium Property.

3. The Developer reserves the right to combine one or more apartment units or portions thereof into a larger apartment unit at any time prior to the sale of said unit by the Developer. In the event of the combining of apartment units into larger apartment units, the share of the Common Elements, Expenses and Surplus applicable to such larger apartment or any resulting smaller apartment shall be increased or decreased as the case may be as determined by the Developer and consistent with the requirements set forth in the Act relating to percentage shares of Common Elements, Common Expenses and Common Surplus.

D. In the event the Developer elects not to submit any of the Phase II lands to Condominium Form of ownership in accordance with the terms of this Declaration then and in that event, the Developer shall, on or before December 31, 1980, record an instrument in the Public Records indicating its intention not to do so and the Condominium Association shall at that time be obligated within a reasonable time thereafter to amend the Declaration to convert the Lands described on Exhibit C which are then owned by the Condominium Association to Common Elements of the Condominium as authorized by Section 718.110(6) of the Act. Such an amendment may be accomplished without further consent of the Unit Owners by Action of the Board causing a certificate of amendment to be recorded in the Public Records of Broward County, Florida, describing the property owned by the Association in fee simple by virtue of the conveyance from the Developer and submitting such lands to the terms of this Declaration. Each unit owner accepting title to any unit in the Condominium shall by accepting such title be deemed to have consented to the amendment described herein and no further joinder by such unit owner shall be required to make such amendment valid. But, in the event any lending institution requires written evidence of consent, then in that event, each unit owner by accepting title to the unit in this Condominium covenants that he will execute such instruments in recordable form as may be reasonably required to further evidence his consent to the amendment contemplated by this Article.

#### ARTICLE VIII

##### Voting Rights of Apartment Owners

A. Each owner of or the owners collectively of the fee simple title of record of an Apartment shall be entitled to one (1) vote with respect to matters on which a vote by Apartment Owners is taken under the Condominium Documents or the Act.

B. The vote of the owners of an Apartment owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the owners of the Apartment or, if appropriate by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association and such certificate shall be valid until revoked by a subsequent such certificate. If such certificate is not filed with the Secretary of the Association, the vote of such Apartment shall not be considered for any purpose.

#### ARTICLE IX

##### Association

The Association responsible for the operation of this Condominium is Silver Thatch Atlantic Plaza Condominium Association, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida. A true copy of the Articles of Incorporation of the Association are hereto annexed as Exhibit H and made a part hereof. A true copy of the Bylaws of the Association are hereto annexed as Exhibit I and made a part hereof.

#### ARTICLE X

##### EASEMENTS

##### A. Perpetual Non-Exclusive Easement to Public Ways.

The driveways, walks and other rights of way which are part of the Common Elements shall be and the same are hereby declared to be, subject to a perpetual non-exclusive easement over and across the same for ingress and access to and egress from public ways, including dedicated streets, which easement is hereby created in favor of all of the Apartment Owners in any Silver Thatch Atlantic Plaza Condominium now or hereafter created for their use and for the use of their family members, guests, invitees or licensees for all proper and normal purposes and for the furnishing of services and facilities thereto or to the Condominium or Association; provided, however, the Association shall have the right to establish rules and regulations governing the use and enjoyment of such Common Elements and the easements hereby established.

B. Non-Exclusive Easement Over Recreation Lands in Favor of Condominium Unit Owners.

The Developer is the owner of certain lands described in Exhibit G to this Declaration (the "Recreation Lands") which lands currently are utilized for recreational purposes for Tennis Courts operated by Silver Thatch Racquet Club, a Florida corporation. Unit owners are hereby granted a non-exclusive easement in perpetuity for the use of the Recreation Lands for recreation purposes and for ingress and egress subject to the payment of such land use or membership fees as may be established from time to time by Silver Thatch Racquet Club or any other organization designated from time to time by the Developer its successors and assigns and further subject to such rules and regulations as may be promulgated from time to time by Silver Thatch Racquet Club or any other organization designated from time to time by the Developer its successors and assigns. No owner shall be required to utilize this easement if such unit owner does not wish to, and no unit owner who does not use the "Recreation Lands" shall be required to pay any land use or membership fee to Silver Thatch Racquet Club or its successors or assigns.

C. Easement for Encroachments

All of the Condominium Property shall be subject to easements for encroachments which now or hereafter exist caused by settlement or movement of any improvements upon the Condominium Property or improvements contiguous thereto or caused by minor inaccuracies in the construction, repair or alteration of such improvements, and such easements shall continue until such encroachments no longer exist.

ARTICLE XI

Apportionment of Tax or Special Assessment if Levied Against the Condominium as a Whole

A. In the event that any taxing authority having jurisdiction over this Condominium shall levy or assess any tax or special assessment against this Condominium as a whole rather than levying and assessing such tax or special assessment against each Apartment (hereinafter referred to as a "New Tax"), then such New Tax shall be paid as a Common Expense by the Association. Any New Tax shall be included, if possible, in the estimated annual budget of the Association, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Apartment Owners. Each Apartment Owner shall be assessed by and shall pay to the Association a percentage of the New Tax equal to that percentage by which such Apartment Owner shares in the Common Elements. In the event that any New Tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the special assessment attributable to such New Tax, and the portions of such New Tax allocated to an Apartment shall be and constitute a lien upon such Apartment to the same extent as though such New Tax had been separately levied by the taxing authority upon each Apartment at the time of the Annual Assessments following such budget or the levying of such special assessment.

B. All personal property taxes levied or assessed against personal property owned by the Association and all Federal and State income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Common Expense in the annual budget of the Association.

ARTICLE XII

Occupancy and Use Restrictions

A. No separate part of an Apartment may be rented, and no trade, business, profession or other type of commercial activity may be conducted in any Apartment, except Unit 201.

B. An Apartment Owner shall not permit or suffer anything to be done or kept in his Apartment which will increase the insurance rates on his Apartment, the Common Elements, or any portion of Silver Thatch Atlantic Plaza Condominium which will obstruct or interfere with the rights of other Apartment Owners, other owners of units in Silver Thatch Atlantic Plaza Condominium or the Association. No Apartment Owner shall annoy other Apartment Owners by unreasonable noises or otherwise, nor shall any Apartment Owner commit or permit to be committed any nuisance or immoral or illegal act in his Apartment, on the Common Elements, or on any portion of the Silver Thatch Atlantic Plaza Condominiums.

C. No Apartment Owner shall display any sign, advertisement or notice of any type on the exterior of his Apartment or on the Common Elements of any Silver Thatch Atlantic Plaza Condominium, and no Apartment Owner shall erect any exterior antennae or aerials upon his Apartment, the Common Elements or any portion of the Silver Thatch Atlantic Plaza Condominiums.

D. An Apartment Owner may keep a common household pet in his Apartment subject to any rules and regulations which may be promulgated by the Association from time to time. An Apartment Owner may not keep any other animals, livestock or poultry in his Apartment, nor may any of the same be raised, bred, or kept upon the Common Elements or any portion of the Silver Thatch Atlantic Plaza Condominiums.

E. No clothesline or other similar device shall be allowed on any portion of the Condominium Property.

F. The Association may promulgate such other rules and regulations with respect to this Condominium as it determines to be in the best interests of this Condominium, the Apartment Owners, and both of the Silver Thatch Atlantic Plaza Condominiums.

ARTICLE XIII  
Parking Spaces

A. Use of Parking Spaces

At the time of the conveyance of an Apartment from the Developer, there shall be assigned to each Apartment Owner the use of one (1) Apartment Parking Space or one (1) Additional Parking Space. Developer reserves the right to sell and assign to Apartment Owners for additional consideration to be paid to the Developer the use of Additional Parking Spaces, provided, however, that the use of any Additional Parking Spaces which are not assigned by Developer or on or before March 15, 1981 may be assigned by Developer to the Association. The Association may use such Additional Parking Spaces as are assigned to the Association as the Association may determine, provided, however, in the event the Association assigns the use of any such Additional Parking Spaces to Apartment Owners for consideration the Association shall charge and collect the same amount of consideration as Developer charged for the sale and assignment of such Additional Parking Spaces and the Developer and the Association shall share equally the proceeds received from any such assignments made by the Association. Provisions for assignment are set forth in Paragraph B below.

B. Assignment of Apartment and Additional Parking Spaces.

1. The original assignment by the Developer or the Association to an Apartment Owner of the use of an Apartment Parking Space or an Additional Parking Space will be made by a written "Assignment of Use of Parking Space" (the "Assignment") in which the particular Parking Space is described. The Assignment will be delivered at the time of delivery of the deed to the Apartment. The Association shall maintain a book (the "Book") for the purpose of recording the current assignee of each Parking Space. Upon assignment of a Parking Space by Developer, the Developer shall cause the Association to record such assignment in the Book, and the Apartment Owner to which such use is assigned shall have the exclusive right to the use thereof. The Parking Space shall thereupon be appurtenant to said Apartment and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Apartment. Upon conveyance of or passing of title to the Apartment to which the use of such Parking Space is appurtenant, the Apartment Owner receiving such title shall give satisfactory evidence to the Association of such title, and the Association shall thereupon cause to be executed in the name of the grantee or transferee of such Apartment a new Assignment of Use of Parking Space and record such transfer in the Book. Such Assignment of Use of Parking Space shall be executed by any two officers of the Association and shall describe the assigned Parking Space and the name of the Transferee and the Transferee's Apartment number.

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2. In the event after March 15, 1981, the Developer has assigned Additional Parking Spaces to the Association, then such Parking Spaces may be assigned, used or leased by the Board on such terms and conditions as the Board may from time to time determine, subject to the terms and conditions of this Declaration.

C. Restrictions on Separate Transfer of Parking Spaces.

1. The use of an Assigned Parking Space may be transferred by an Apartment Owner to another Apartment Owner provided that the transferor shall execute a written Assignment of Use of Parking Space which shall describe the Parking Space, the Apartment to which it was appurtenant, the name of the transferee and the transferee's Apartment number, and furnish a true copy of the same to the Association, which shall record such assignment in the Book.

2. Notwithstanding any provisions herein contained to the contrary, there will always be at least one Parking Space appurtenant to each Apartment and no transfer shall be made which shall result in an Apartment having no Parking Space appurtenant thereto.

3. Notwithstanding any of the provisions herein contained to the contrary, no Parking Space which is encumbered by a mortgage held by an "Approved Mortgagee," as that term is hereinafter defined, shall be transferred without the written consent and authorization of such Approved Mortgagee.

ARTICLE XIV  
Conveyances and Sales

In order to assure a community of congenial Apartment Owners and to protect the value of the Apartments, the sale, leasing and mortgaging of Apartments shall be subject to the following provisions:

A. Sale or Lease.

No Apartment Owner may convey, transfer or dispose of his Apartment or any interest therein by sale, lease or otherwise (except to the spouse or parents of such Apartment Owner) without approval of the Board, which approval shall be obtained in the following manner:

1. Notice to Association. Each and every time an Apartment Owner intends to make a sale or lease of his Apartment or any interest therein, he (the "Offeror") shall give written notice to the Association of such intention (the "Notice") together with the name and address of the intended purchaser or lessee, the terms of such purchase or lease, and such other information as the Association may reasonably require on forms supplied by the Association (the "Offering"). The giving of such Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser or lessee produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

2. Association's Election. Within thirty (30) days after receipt of the Notice, the Association by its Board shall either approve the Offering ("Approval") or furnish to the Offeror by written notice (the "Substitution Notice") the name and address of a purchaser or lessee approved by the Association to accept the Offering (the "Substituted Purchaser or Lessee"). If the offering was approved, the Association shall evidence this approval by providing an approval in written form signed by two members of the Board and delivering it to the person who is obtaining such title. This written approval shall be recorded in the Public Records of Broward County, Florida. If the Association does not act within 30 days of receipt of the notice, the sale or lease shall be deemed to be approved and the Association shall supply such purchaser or lessee with an approval in writing signed by two members of the Board of Directors. This approval shall be recorded in the Public Records of Broward County, Florida.

In the event the Association furnishes the Offeror the Substitution Notice, the Offeror shall be deemed to have made the Offering to the Substituted Purchaser or Lessee provided, however, that the Substituted Purchaser or Lessee shall have not less than thirty (30) days subsequent to the date of the Substitution Notice to consummate the sale of the Offeror's Apartment. Offeror shall be obligated to consummate the Offering with the Substituted Purchaser or Lessee upon terms no less favorable than the terms stated in the Offering, and the Offeror shall not be relieved of such obligation except upon the written consent of the Association and the Substituted Purchaser or Lessee.

B. Mortgages.

No Apartment Owner may mortgage his Apartment or any interest therein without the approval of the Association except to a life insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida, a Federal or State Savings and Loan Association, a commercial bank doing business in the State of Florida and approved by the office of Comptroller, Division of Banking of the State of Florida, a Mortgage Banking Company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida; or a purchase money mortgage accepted by an Apartment Owner as part of a sales transaction of the Apartment. Hereinafter such permitted mortgagees described above are called "Approved Mortgagees". The approval or disapproval of any other mortgagees shall be within the sole and absolute discretion of the Board.

C. Acquisition by Gift, Devise, or Inheritance.

1. Any person who has obtained an Apartment by gift, devise, inheritance, or by any other method not heretofore considered (except for the spouse or parents of the immediately previous Apartment Owner of such Apartment) shall give to the Association notice thereof together with such information concerning the person(s) obtaining such Apartment as may be reasonably required by the Association and a certified copy of the instrument by which such Apartment was obtained. If such notice to the Association is not given to the Association, then at any time after receiving knowledge thereof, the Association shall proceed in accordance with the following paragraphs as if it had been given such notice on the date of receipt of such knowledge.

2. Within thirty (30) days after receipt of the aforementioned notice or knowledge, the Association shall have the right either to approve or disapprove of such transfer of title. Approval of the Association shall be by the Board and shall be in writing in recordable form signed by any two members of the Board and shall be delivered to the person who has obtained such title. In the event the Association fails to take any action pursuant to this paragraph within such thirty (30) day period, such failure to act shall be deemed to constitute such approval and the Association through any two officers of the Association shall deliver approval thereof, in writing, in recordable form signed by any two members of the Board to the person who has obtained such title. In the event the Association disapproves such transfer of title, the Association shall advise in writing, within such thirty (30) day period, the person who has obtained such title of a purchaser or purchasers who will purchase the respective Apartment at its fair market value. The fair market value of the Apartment will be determined by any one of the following methods determined by the Association: (a) by three (3) M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title, and one by the two appraisers so selected; (b) by mutual agreement by the purchaser and the person holding title; or (c) by one M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Association has a purchaser for the respective Apartment, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Apartment in accordance with the terms of this Declaration.

3. In the event the purchaser furnished by the Association pursuant to the paragraph immediately preceding shall default in his obligation to purchase such Apartment, then the Association shall be required to approve the passage of title to the person then holding title thereof and shall evidence the same by recording in the Public Records of Broward County, Florida a Certificate of Approval signed by two members of the Board and delivered to the person holding title.

D. Rights of Approved Mortgagee in Event of Foreclosure.

Notwithstanding any provisions in this Declaration to the contrary, an Approved Mortgagee upon becoming an Apartment Owner through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become an Apartment Owner as a result

of a foreclosure sale by a Approved Mortgagee shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Apartment without prior approval of the Board, and the provisions of Paragraphs A, B, and C of this Article XIV shall not apply to such persons. For purposes of this Sub-paragraph D, the term "Approved Mortgagee" shall include real estate investment trusts doing business in Florida or other Approved Mortgagees which have loaned money to Developer in order to enable Developer to construct improvements upon the Land and which have become an Apartment Owner as a result of such loan or loans.

ARTICLE XV  
Maintenance, Repairs and Alterations

A. Apartment Owners.

1. Each Apartment Owner shall maintain in good condition and repair and replace at his expense when necessary all portions of his Apartment and Limited Common Elements (other than maintenance of landscaping to the extent and for so long as such maintenance is performed by the Association), including any balcony, terrace, courtyard, courtyard fence and all interior surfaces within or surrounding his Apartment such as the surfaces of the walls, ceilings, and floors and the fixtures therein, including air conditioning equipment and exhaust fans, and each Apartment Owner shall pay for any utilities which are separately metered and charged to his Apartment. Each Apartment Owner must perform promptly all such maintenance and repairs which if not performed would affect any Apartment belonging to any other Apartment Owners, the Condominium Property or the Apartment Owners of Condominium Property of any of the Silver Thatch Atlantic Plaza Condominiums. Each Apartment Owner shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacement. Each Apartment shall be maintained and repaired in accordance with the final building plans of this Condominium Property utilized by the Developer, copies of which shall be on file in the office of the Association, subject to any changes or alterations made pursuant to approval by the Board as provided in the Declaration.

2. No Apartment Owner shall make any alteration in or on the Common Elements or the portions of an Apartment which are maintained by the Association, remove any portion thereof, make any additions thereto, or do anything which shall or may jeopardize or impair the safety or soundness of the Condominium Property or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Condominium Property. Any alteration or addition to the Condominium Property by an Apartment Owner shall be deemed to affect detrimentally the architectural design of the Condominium Property unless the Board consents thereto in writing.

3. No Apartment Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements, including Limited Common Elements and any outside or exterior portion or surfaces of Condominium Property, including balconies, terraces, doors, windows, place any awnings, screening or hurricane shutters on or in any Apartment, or install on any portion of the Condominium Property any exterior lighting fixture, screen door, or other similar item without first obtaining written approval thereof by the Board, which approval the Board may withhold at its sole and absolute discretion. The Board shall not grant any approval contemplated by this paragraph if in its opinion the effect of any of the items mentioned herein will be unsightly as to the exterior or interior of any part of the Condominium Property.

4. Each Apartment Owner shall promptly report to the Association or its agents any defect or need for repair on the Condominium Property for which the Association is responsible to maintain and repair.

5. Each Apartment Owner shall repair, maintain and replace as necessary all piping, wiring, ducts, conduits, appliances and other facilities for the furnishing of utility services within the Apartment, provided, however, that all

such repairs, maintenance and replacements shall be done by licensed plumbers or electricians approved by the Association and such repairs shall be paid for by and be the financial obligation of such Apartment Owner.

6. Each Apartment Owner acknowledges and recognizes that any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each Apartment from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any part of the Common Elements, including Limited Common Elements, therein or accessible therefrom or at any time as may be necessary for emergency repairs to prevent damage to the Common Elements or to another Apartment.

B. The Association.

1. The Association shall repair, maintain and replace as necessary all of the Common Elements and all exterior surfaces of the Condominium Property, including exterior surfaces of Limited Common Elements and Apartments, and maintain, repair and replace all facilities not within the Apartments for the furnishing of any and all utility services thereto as necessary.

2. The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the right of any Apartment Owner or any Approved Mortgagee, provided, however, if the cost of the same shall exceed Five Thousand (\$5,000.00) Dollars, the affirmative vote of two third (2/3) of the Apartment Owners shall be required in addition to such Board approval and the cost of such alterations and improvements shall be assessed against the Apartment Owners in the manner provided in the By-Laws.

ARTICLE XVI

Common Expenses And Assessments

A. Common Expenses.

The Association, by the Board, shall prepare and adopt an annual budget for the operation and management of the Association and Silver Thatch Atlantic Plaza Condominium (the "Budget"). Apartment Owners shall be obligated to pay any special assessments as shall be levied in addition to the Annual Assessment by the Board against Apartments as a result of (a) extra ordinary items of expense, (b) the failure or refusal of other Apartment Owners to pay their respective Annual Assessment, or (c) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

B. Assessments.

1. The Apartment Owners shall be personally liable, jointly and severally, to the Association for the payment of the Annual Assessment or of any special assessments levied by the Association and for all costs of collecting such assessments, including interest, delinquent assessments and attorneys' fees. Annual Assessments may, in the discretion of the Board, be made payable in either quarterly or monthly installments in advance during the year in which such Annual Assessments apply. In the event of a default by an Apartment Owner in the payment of an installment of an Annual Assessment or in the payment of a special assessment, the Board may accelerate any remaining installments of the Annual Assessment of such Apartment Owner upon written notice thereof to such Apartment Owner, whereupon the entire unpaid balance of the Annual Assessment shall become due upon the date stated in such notice, which date shall be not less than ten (10) days after the date of such notice. In the event any special assessment, installment of an Annual Assessment, or accelerated Annual Assessment is not paid within twenty (20) days after its respective due date, the Association by action of the Board, may proceed to enforce and collect any of such delinquent assessments against the Apartment Owner owing the same in any manner provided for under the Act, including foreclosure and sale of the Apartment.

2. The Association may at any time require Apartment Owners to maintain with the Association a deposit to cover future assessments.

3. The Association shall have all of the powers, rights, privileges, and may avail itself of any and all of the legal remedies provided for by the Act, including a lien upon an Apartment for any unpaid assessment and interest thereon owed by the Apartment Owner of such Apartment and the right to collect from such Apartment Owner reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest rate permitted under law.

4. In the event an Approved Mortgagee (other than a purchase money mortgagee which is not an institution described in Article xiv hereof) holding a first mortgage on an Apartment obtains title to such Apartment by deed given in lieu of foreclosure, such mortgagee, its successors, and assigns shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such Apartment or chargeable to the former Apartment Owner of such Apartment which became due prior to acquisition of title as a result of such foreclosure unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage.

5. Hereto annexed as Exhibit J is a schedule of the Annual Common Expense assessments ("Interim Assessments") for the period commencing with the date hereof and ending December 31, 1978 ("Interim Assessment Period"). The Interim Assessments are only estimates of the Annual Assessments to be made pursuant to the By-Laws. The Developer guarantees that during the Interim Assessment Period, the Interim Assessments will not be increased and the Developer will pay all Common Expenses not paid for by Interim Assessments assessed against Apartment Owners other than the Developer. Assessments determined as provided in this Article XVI and the By-Laws shall be made and determined commencing with the calendar year January 1, 1979, and the Developer will pay any such assessments for any of the Apartments owned by the Developer from and after such date.

#### ARTICLE XVII Liability Insurance

The Board shall obtain Liability Insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing Liability Insurance coverage for the Common Elements, and the premiums for such insurance shall be part of the Common Expenses. Such insurance shall include public liability, workman's compensation and hired automobile coverage. All Liability Insurance shall contain cross liability endorsement to cover liabilities of the Apartment Owners as a group to each Apartment Owner. Each Apartment Owner shall be responsible for the purchase of Liability Insurance for accidents occurring in his own Apartment.

#### XVIII Casualty Insurance And Destruction Of Improvements

A. Each Apartment Owner shall be responsible for the purchase of casualty insurance for all of his personal property. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for the Condominium Property, including Fire and Extended Coverage Insurance, Vandalism and Malicious Mischief Insurance and, if available, flood insurance sponsored by the Federal government, all of which insurance shall insure all of the insurable improvements on and within the Condominium Property, including personal property owned by the Association, in and for the interest of the Association, all Apartment Owners and Approved Mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board in an amount equal to the maximum insurable replacement value as determined annually by the Board. The premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and charged to Apartment Owners as part of the Common Expenses. The company or companies with whom the Association shall place its insurance coverage as provided

in this Declaration and the insurance agent or agents placing such insurance must be authorized to do business in the State of Florida with a place of business in Dade or Broward County, Florida. The Approved Mortgagee holding the highest dollar indebtedness encumbering Apartments in the Condominium shall have the right, for so long as it holds such highest dollar indebtedness, to approve the form of such insurance policies, the amounts thereof, the company or companies who shall be the insurers under such policies the insurance agent or agents which issued such policies and the designation of an "Insurance Trustee", as hereinafter defined, and a successor Insurance Trustee. The Association shall have the right to designate an insurance trustee (the "Insurance Trustee"), to act as an Insurance Trustee in the manner provided in this Declaration which Insurance Trustee shall be a commercial bank with trust powers, or trust company which is authorized to do business in the State of Florida and which has its principal office in Broward County, Florida, and thereafter, at any time and from time to time, the right to change the Insurance Trustee to another such bank or trust company, subject to the approval of the Approved Mortgagee holding the highest dollar indebtedness encumbering apartments in the Condominium.

B. All policies of insurance purchased by the Association shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, and the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its services as Insurance Trustee. The Board is hereby irrevocably appointed agent for each Apartment Owner to adjust all claims arising under insurance policies purchased by the Association in which Apartment Owners have or may have an interest. The Insurance Trustee shall not be liable in any manner for the payment of any premiums on policies, the renewal of policies, the sufficiency of the coverage of any such policies, or any failure to collect any insurance proceeds under any policies.

C. In the event of any damage to the Condominium Property, no mortgagee shall have any right to participate in the determination of whether the Condominium Property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds received by the Insurance Trustee to the repayment of its loan, unless such proceeds are distributed to Apartment Owners and/or their respective mortgagees.

D. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it as such Insurance Trustee and to hold such proceeds in trust for the Association, Apartment Owners, and Approved Mortgagees under the following terms:

1. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Apartments without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received as a result of such loss directly to the Apartment Owners of the Apartments damaged and their Approved Mortgagees, if any, as their interests may appear, and it shall be the duty of such Apartment Owners to use such proceeds to effect the necessary repairs to the Apartments to return the Apartments to their prior condition and the standards required under the Condominium Documents. The Insurance Trustee may rely upon the written statement of the Association as to whether an Apartment or a Common Element or both have suffered damage insured under any policies held by the Insurance Trustee.

2. In the event that a loss of \$5,000.00 or less as determined by detailed estimates or bids for repair and reconstruction obtained by the Board occurs to any Common Element or to any Apartments and Common Elements which are contiguous, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will promptly cause the necessary repairs be made to the Common Elements and to any such damaged contiguous Apartments. In such event, should the insurance proceeds be sufficient for the repair of the damaged Common Elements but insufficient for the repair of all of the damage to the Apartments contiguous

thereto, the proceeds shall be applied first to completely repair the Common Elements, and the balance of the funds shall be apportioned by the Association to repair the damage to the Apartments, which apportionment shall be made to each Apartment in accordance with the proportion of damage sustained by each of such Apartments, as estimated by the insurance company or companies whose policies cover such damages. Any deficiency between such proceeds apportioned to a damaged Apartment and the cost of the repair of such damaged Apartment shall be made up by a special assessment against the Apartment Owner of such damaged Apartment.

3. In the event the Insurance Trustee receives proceeds in excess of Five Thousand (\$5,000.00) Dollars as a result of damages to the Common Elements or Apartments and Common Elements which are contiguous, then the Insurance Trustee shall hold in trust all insurance proceeds received with respect to such damages together with any and all other monies paid to Insurance Trustee pursuant to Sub-paragraph (c) of this Paragraph 3 and shall distribute such funds in the following manner:

(a) The Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstruction such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all of such damaged improvements, or if the insurance proceeds together with the funds described in Sub-paragraph (c) of this Paragraph 3 are sufficient for such purpose, then such damaged improvements shall be completely repaired and restored. The Board shall negotiate for the repair and restoration of such damaged Condominium Property and the Association shall negotiate and enter into a construction contract with a contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Board, which contractor shall post a performance and payment bond with respect to such work. The Insurance Trustee shall disburse the insurance proceeds and other applicable funds held in trust in accordance with provisions for progress payments to be contained in such construction contract, provided, however, prior to any payment of such funds the payees of such funds shall deliver to the Insurance Trustee any paid bills, waivers of liens under any lien laws, and executed affidavits required by law, the Association or any respective Approved Mortgagees.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Apartments, contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a special assessment against all of the Apartment Owners to obtain any necessary funds to repair and to restore such damaged improvements. Such assessment need not be uniform as to all Apartments, but may be in accordance with such factors as the Board shall consider to be fair and equitable under the circumstances. Upon the determination by the Board of the amount of such special assessment, the Board shall immediately levy such assessment against the respective Apartments setting forth the date or dates of payment of the same, and any and all funds received from the Apartment Owners pursuant to such assessment shall be delivered to the Insurance Trustee and disbursed as provided in Sub-paragraph 3(b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged Condominium Property and the insurance proceeds exceeds the sum of \$100,000, and three-fourths (3/4) of the Apartment Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a special assessment, then the Insurance Trustee shall divide the net insurance proceeds into the shares described in Article VI of this Declaration and shall promptly pay each share of such proceeds to the Apartment Owners and Approved Mortgagees of record as their interests may appear (an "Insurance Proceeds Distribution"). In making such distribution to the Apartment Owners and the Approved Mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Apartment Owners and their respective Approved Mortgagees.

4. In the event that after the completion of and payment for the repair and reconstruction of the damage to the Condominium Property, and after the payment of the Insurance Trustee's fee with respect thereto, any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any special assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement, and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Apartment Owners in proportion with their contributions by way of special assessment.

5. In the event the Insurance Trustee has on hand within ninety (90) days after any casualty or loss insurance proceeds and if necessary, funds from any special assessment, sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or special assessment to the payment of its loan. Any provision contained herein for the benefit of any Approved Mortgagee may be enforced by an Approved Mortgagee.

6. Any repair, rebuilding, or reconstruction of damaged Condominium Property shall be substantially in accordance with the architectural plans and specifications for (i) the originally constructed Condominium Property, (ii) reconstructed Condominium Property or (iii) new plans and specifications approved by the Board, provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of previously constructed Condominium Property shall require approval by the Approved Mortgagee holding the highest dollar indebtedness on any Apartments.

7. The Board shall determine, in its sole and absolute discretion, whether damage or loss occurs to improvements within Apartments alone, or to improvements within Common Elements and Apartments contiguous thereto.

8. It is expressly understood and agreed that the terms and conditions of this Article XVIII are intended to be covenants for the benefit of the Approved Mortgagees and said terms shall be enforceable by Approved Mortgagees. Also, there shall be no amendment to this Article without the written consent of all Approved Mortgagees.

#### ARTICLE XIX Prohibition Of Further Subdivision

The provisions of Section 718.109 of the Act are specifically incorporated into this Declaration, and any instrument, whether a deed, mortgage, or otherwise, which describes only a portion of any Apartment shall be deemed to describe such entire Apartment and the interest in the Common Elements appurtenant thereto.

#### ARTICLE XX Severability

If any provisions of this Declaration, the Condominium Documents, or the Act is held to be invalid, the validity of the remainder of this Declaration, the Condominium Documents, or the Act shall not be affected.

#### ARTICLE XXI Interpretation

A. Article, Paragraph and Sub-paragraph titles to this Declaration are intended only for convenience and in no way do such titles define, limit, or in any way affect this Declaration or the meaning or contents of any material contained herein.

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

C. As used herein the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles and By-Laws whether or not that person participates in the Association as a member.

D. In the event any Court should hereafter determine any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring lives shall be those of the incorporators of the Association.

ARTICLE XXII  
Remedies For Violation

Each Apartment Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, any Apartment Owner, or any Approved Mortgagee to bring an action for injunctive relief, damages or both and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any provisions of the Condominium Documents shall not be deemed a waiver of such provision or be a bar to their subsequent enforcement. In any proceeding arising because of an alleged failure of an Apartment Owner to comply with any terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of such proceeding and reasonable attorneys' fees as they may be awarded by the Court.

ARTICLE XXIII  
Provisions For Alterations Of Apartments By Developer

A. Developer reserves the right to alter the interior design and arrangement of Apartments and to alter the boundaries between Apartments so long as Developer owns the Apartments so altered, which alterations are hereinafter referred to as "Alterations".

ARTICLE XXIV  
Amendments Of The Declaration

A. Except as to matters described in Sub-paragraphs B, C and D of this Article XXIV, this Declaration may be amended by the affirmative vote of not less than two thirds (2/3) of the Apartment Owners at any regular or special meeting of the Apartment Owners called and held in accordance with the By-Laws, provided, however, that any such amendment shall also be approved or ratified by a majority of the Board. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed certified mail by the Association to the Developer and to all Approved Mortgagees. The amendment shall become effective upon the recording of such certificate amongst the Public Records of Broward County, Florida, provided, however, such certificate shall be so recorded until thirty (30) days after the mailing of a copy thereof to the Developer and the Approved Mortgagees unless such thirty day period is waived in writing by Developer and all Approved Mortgagees.

B. No amendment of the Declaration shall change the configuration or size of any Apartment in any material fashion, materially alter or modify the appurtenances to such Apartment, change the proportion or percentage by which any Apartment Owner shares the Common Expenses or owns the Common Surplus, nor change any Apartment's voting rights in the Association, unless all of the record owners of such Apartments and all of the Approved Mortgagees of record holding mortgages on such Apartments shall consent thereto. Any such amendment shall be voted on at a special meeting of the affected Apartment Owners and their consent thereto shall be evidenced by a certificate joined in and executed by such Apartment Owners and all Approved First Mortgagees holding mortgages thereon and recorded in the same manner as amendments provided in Sub-paragraph A of this Article XXIV.

C. Whenever it shall appear to the Board that there is defect, error or omission in this Declaration or any other documentation required by law to establish this Condominium, the Association, through its Board, shall immediately

call a special meeting of the Apartment Owners to consider amending the Declaration or such other documents in accordance with Section 718.72 of the Act. Upon the affirmative vote of one-third (1/3) of the Apartment Owners, the Association shall amend the appropriate documents to correct such defect, error, or omission, and a true copy of such amendment shall be mailed certified mail by the Association to the Developer and to all Approved First Mortgagees. Such amendment shall become effective upon the recording of the certificate amongst the Public Records of Broward County, Florida, but such certificate shall not be recorded until thirty (30) days after the mailing of a copy thereof to Developer and the Approved Mortgagees unless such thirty (30) day period is waived in writing by the Developer and all Approved Mortgagees.

D. No amendment of this Declaration or any other Article or portion hereof shall be passed which shall impair or prejudice the rights or priorities of Developer, the Association, Approved Mortgagees, without the specific written approval of Developer and the Approved Mortgagees.

#### ARTICLE XXV

##### Right of Developer To Transact Business And To Sell Or Lease Apartments Owned By It Free Of Restrictions Set Forth In This Declaration

A. The provisions, restrictions, terms and conditions of Article XIV hereof shall not apply to Developer as an Apartment Owner, and in the event and so long as Developer shall own any Apartment, whether by reacquisition or otherwise, Developer shall have the absolute right to lease, sell, convey, transfer, mortgage or encumber in any way any such Apartment upon any terms and conditions as it shall deem to be in its own best interests.

B. Developer reserves and shall have the right to enter into and transact on the Condominium Property any business necessary to consummate the sale, lease or encumbrance of Apartments in any Silver Thatch Atlantic Plaza Condominium, including the right to maintain models and a sales office, place signs, employ sales personnel, use the Common Elements, and show Apartments and including the right to carry on construction activities of all types necessary to construct Phase II of Silver Thatch Atlantic Plaza Condominium pursuant to the Plan. Any such models, sales office, signs and any other items pertaining to such sales efforts shall not be considered a part of the Common Elements and shall remain the property of the Developer. This Article XXV may not be suspended, superseded or modified in any manner by any amendment to the Declaration unless such amendment is consented to in writing by Developer. This right of use and transaction of business as set forth herein and the provisions of Paragraph A of this Article may be assigned in writing by the Developer in whole or in part.

#### ARTICLE XXVI

##### Termination

A. This Declaration may be terminated by the affirmative written consent of eighty (80%) percent of the Apartment Owners and the written consent of all Approved Mortgagees encumbering Apartments in this Condominium, provided, however, that the Board consents to such termination by a vote of three-fourths (3/4) of the entire Board taken at a special meeting called for that purpose.

B. In the event of the termination of this Condominium the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Apartment Owners, pro rata, in accordance with the percentage share of each Apartment Owner in the Common Elements as provided in this Declaration, provided, however, each Apartment Owner shall continue to be responsible and liable for his share of Association Area Expenses in accordance with the provisions hereof, and any and all lien rights provided for in this Declaration or elsewhere shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective undivided shares of the Apartment Owners thereof as tenants in common.

IN WITNESS WHEREOF, Cedar Lane Developers, Inc., a Florida corporation, has caused these presents to be signed in its name and on its behalf by its Vice President and attested to by its Secretary and its corporate seal affixed this 15th day of April, 1977.

WITNESSES:

CEDAR LANE DEVELOPERS, INC.

[Signature]  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_

By: [Signature]  
Vice President  
Attest: [Signature]  
Secretary

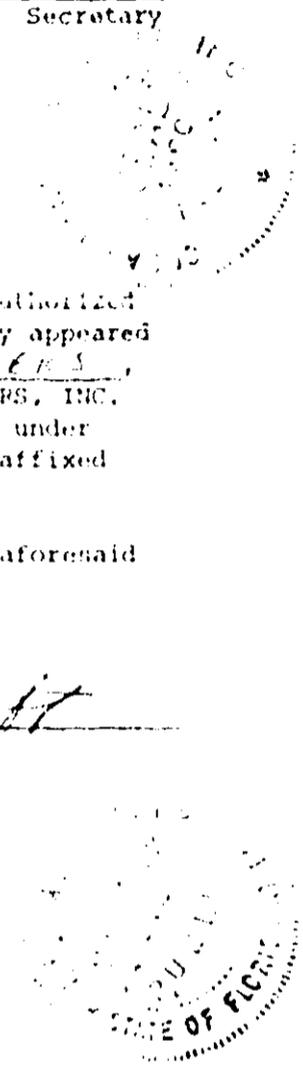
STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ADOLPH FELDMAN and ALBERTA KADWICK, the Vice President and Secretary respectively of CEDAR LANE DEVELOPERS, INC. and that they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of April, 1977.

[Signature]  
\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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JOINDER AND CONSENT OF MORTGAGEE  
TO THE  
DECLARATION OF CONDOMINIUM OF  
SILVER THATCH ATLANTIC PLAZA CONDOMINIUM (PHASE I)

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROWARD COUNTY,  
the owner and holder of mortgages upon SILVER THATCH ATLANTIC PLAZA  
CONDOMINIUM (PHASE I) does hereby join in and consent to the  
Declaration of Condominium of SILVER THATCH ATLANTIC PLAZA  
CONDOMINIUM (PHASE I).

Signed, sealed and delivered  
in the presence of:

*Joan Driscoll*  
*Cheryl R. Bauer*

FIRST FEDERAL SAVINGS & LOAN  
ASSOCIATION OF BROWARD COUNTY:

*James W. Dearing*  
JAMES W. DEARING, VICE PRESIDENT  
Attest: *Cheryl R. Bauer*  
CHERYL R. BAUER, ASST. SECRETARY

STATE OF FLORIDA )  
COUNTY OF BROWARD )

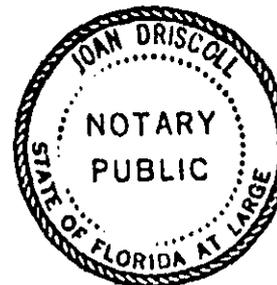
I HEREBY CERTIFY that before me, the undersigned authority,  
personally appeared JAMES W. DEARING and CHERYL R. BAUER the  
Vice President and Assistant Secretary respectively of  
FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROWARD COUNTY, who, being  
by me first duly sworn, depose and say that they executed the above  
instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, said  
County and State, this 26th day of April, 1977.

My Commission expires:

*Joan Driscoll*  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV. 76 1980  
BONDED THRU GENERAL INS. UNDERWRITERS



REC-1000 PAGE 239

EXHIBIT "A"  
LEGAL DESCRIPTION  
PHASE I LANDS

Lot 20, Plot 1, less the West 90.320 feet thereof, and Plot No. 2, less the South 68.272 feet thereof (as measured at right angles) NORTH BEACH COMPANY, INC., PROPERTIES, according to the plat thereof recorded in Plat Book 33, Page 36, of the Public Records of Broward County, Florida:

TOGETHER WITH all of Lots 5, 6, 7, and 8, BLUE SEAS, according to the plat thereof recorded in Plat Book 27, Page 28, of the Public Records of Broward County, Florida.

D.F.B.  
3-28-77

REF. 7000 PAGE 701

FIELD BOOK No. \_\_\_\_\_

DRAWN BY \_\_\_\_\_

JOB ORDER No. \_\_\_\_\_

CHECKED BY \_\_\_\_\_

EXHIBIT "B"  
LEGAL DESCRIPTION  
PHASE II LANDS

The South 34.572 feet (as measured at right angles) of Plot  
No. 2, and all of Plot No. 3, NORTH BEACH COMPANY, INC., PROPERTIES,  
according to the plat thereof recorded in Plat Book 33, Page 36,  
of the Public Records of Broward County, Florida.

D.F.B.  
3-28-77

REC. 7000 PAGE 700

FIELD BOOK No. \_\_\_\_\_

DRAWN BY \_\_\_\_\_

JOB ORDER No. \_\_\_\_\_

CHECKED BY \_\_\_\_\_

EXHIBIT "C"  
LEGAL DESCRIPTION  
PROPOSED ADDITIONAL LANDS

The North 33.700 feet of the South 68.272 feet (as measured at right angles) of Plot No. 2, NORTH BEACH COMPANY INC., PROPERTIES, according to the plat thereof recorded in Plat Book 33, Page 36, of the Public Records of Broward County, Florida.

D.F.B.  
3-28-77

OFF. REC. 7000 PAGE 703

FIELD BOOK No. \_\_\_\_\_

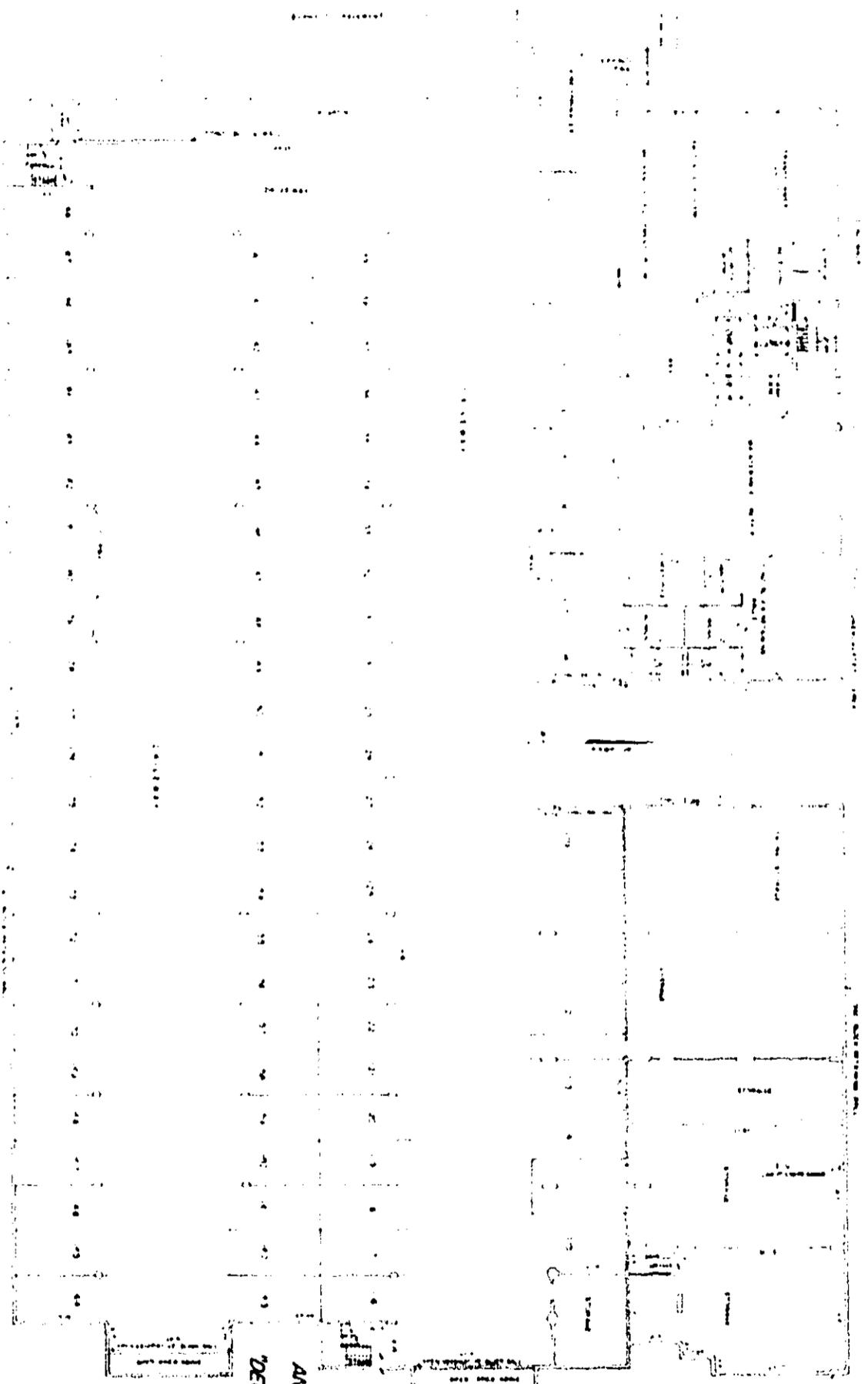
DRAWN BY \_\_\_\_\_

JOB ORDER No. \_\_\_\_\_

CHECKED BY \_\_\_\_\_



N



NOTES  
 These drawings are prepared by the architect and are not to be construed as a contract. The contractor shall be responsible for the accuracy of the dimensions and quantities shown on these drawings.

**EXHIBIT "D"**  
 PAGE 2  
 ANNEXED HERETO AND MADE  
 A PART HEREOF  
 "DECLARATION OF CONDOMINIUM"  
 BY CEDAR LANE DEVELOPERS, INC.



**FIRST FLOOR PLAN**  
 PHASE I  
 SILVER THATCH ATLANTIC PLAZA  
 CONDOMINIUM

ARCHITECT	DATE	SCALE
WILLIAMS ENGINEERING CO.	1-21-77	1" = 30'
NO. 1100 N. W. 11th Ave., Ft. Lauderdale, Florida 33309		
OWNER	DATE	SCALE
CELANESE DEVELOPERS, INC.	1-21-77	1" = 30'

OFF. 7000 PAGE 736

N

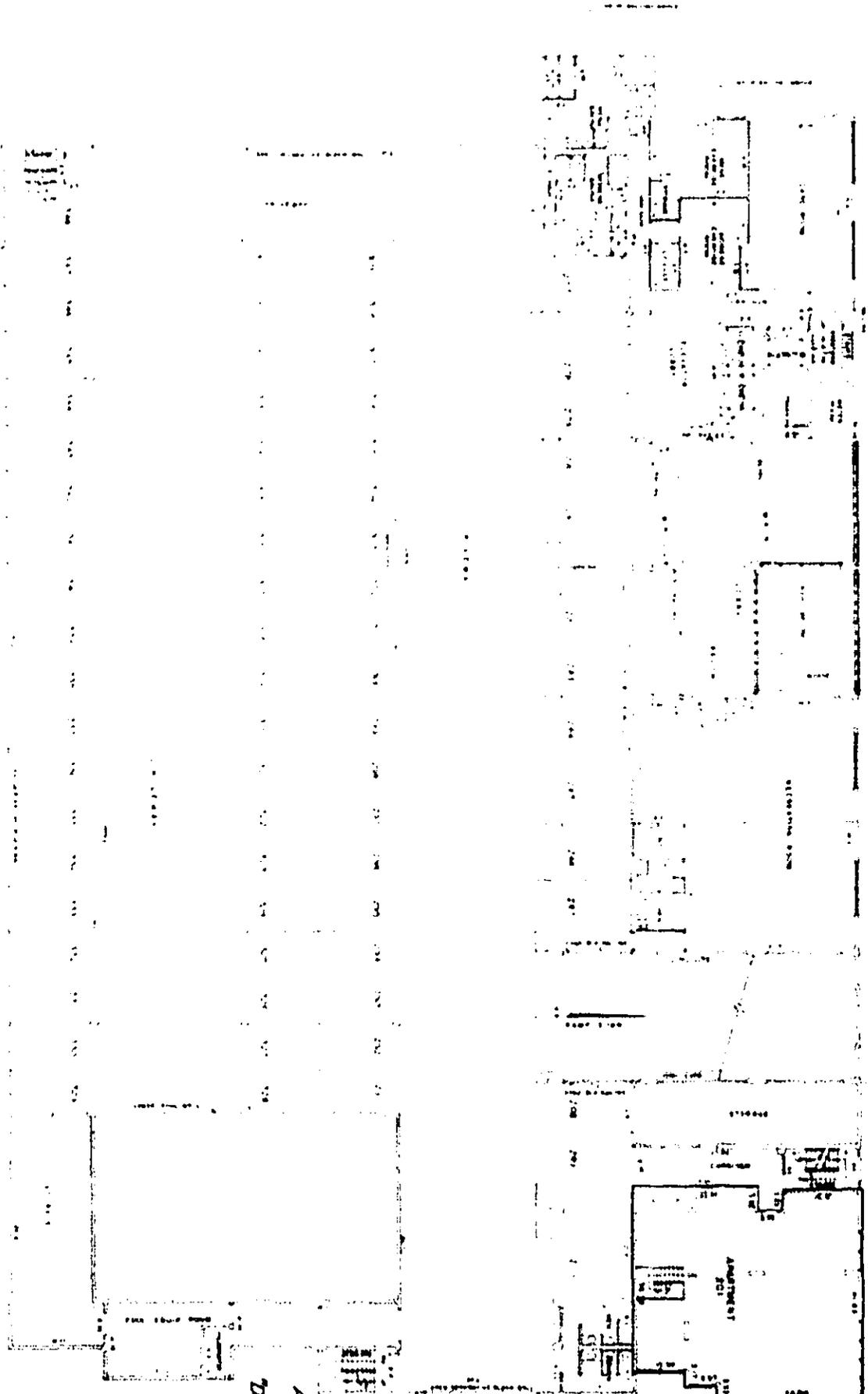


EXHIBIT "D"  
 PAGE 3  
 ANNEXED HERETO AND MADE  
 A PART HEREOF  
 DECLARATION OF CONDOMINIUM  
 BY CEDAR LAKE DEVELOPERS, INC.

SECOND FLOOR PLAN  
 PHASE 1  
 SILVER THATCH ATLANTIC PLAZA  
 CONDOMINIUM

WILLIAMS ENGINEERING CO.  
 6015 W. 11TH ST. SUITE 1100  
 DENVER, CO 80202  
 DATE: 11/11/77  
 DRAWING NO. 77-000-018

NOT TO SCALE  
 THIS PLAN IS A PART OF THE RECORD DRAWINGS FOR THE PROJECT AND IS TO BE USED IN CONNECTION WITH THE RECORD DRAWINGS FOR THE PROJECT.  
 THE RECORD DRAWINGS FOR THE PROJECT ARE ON FILE AT THE OFFICE OF THE COUNTY CLERK, DENVER, COLORADO.



**EXHIBIT "D"**

PAGE 4

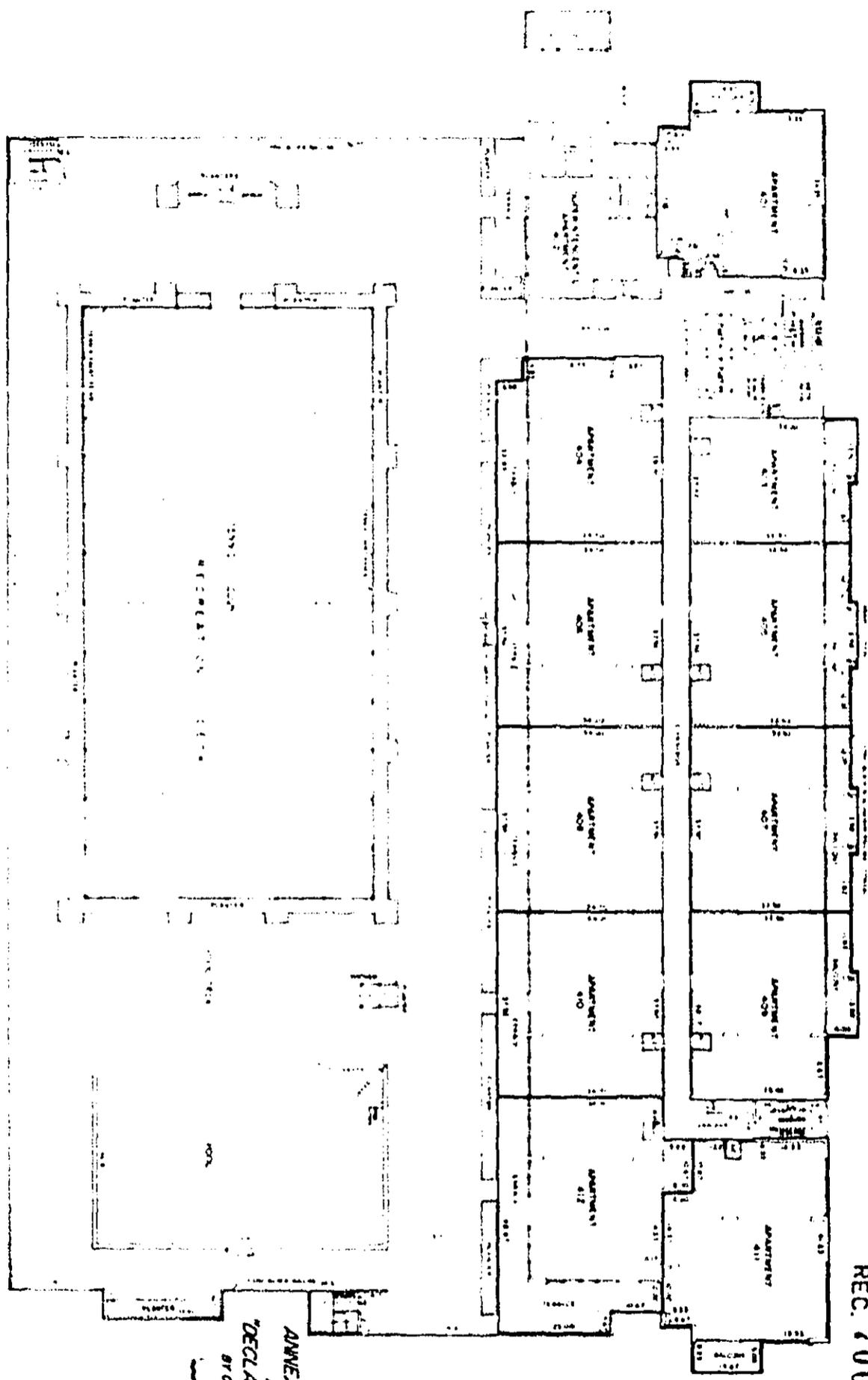
**ANNEXED HERETO AND MADE  
A PART HEREOF  
DECLARATION OF CONDOMINIUM  
BY CEDAR LAKE DEVELOPERS, INC.**



**THIRD FLOOR PLAN  
PHASE I  
SILVER THATCH ATLANTIC PLAZA  
CONDOMINIUM**

REVISION	DATE	BY	DESCRIPTION
001	11-15-77	J. L. H.	ISSUE FOR PERMIT
002	11-15-77	J. L. H.	ISSUE FOR PERMIT
003	11-15-77	J. L. H.	ISSUE FOR PERMIT

**NOTES**  
1. THIS PLAN IS A PART OF THE SET OF ARCHITECTURAL DRAWINGS FOR THE THIRD FLOOR OF SILVER THATCH ATLANTIC PLAZA, PHASE I, CONDOMINIUM, DEVELOPED BY CEDAR LAKE DEVELOPERS, INC.  
2. THIS PLAN IS TO BE CONSIDERED AS A PART OF THE SET OF ARCHITECTURAL DRAWINGS FOR THE THIRD FLOOR OF SILVER THATCH ATLANTIC PLAZA, PHASE I, CONDOMINIUM, DEVELOPED BY CEDAR LAKE DEVELOPERS, INC.  
3. THIS PLAN IS TO BE CONSIDERED AS A PART OF THE SET OF ARCHITECTURAL DRAWINGS FOR THE THIRD FLOOR OF SILVER THATCH ATLANTIC PLAZA, PHASE I, CONDOMINIUM, DEVELOPED BY CEDAR LAKE DEVELOPERS, INC.



**EXHIBIT "D"**

PAGE 5  
 ANNEXED HERETO AND MADE  
 A PART HEREOF  
 "DECLARATION OF CONDOMINIUM"  
 BY CEDAR LAKE DEVELOPERS, INC.

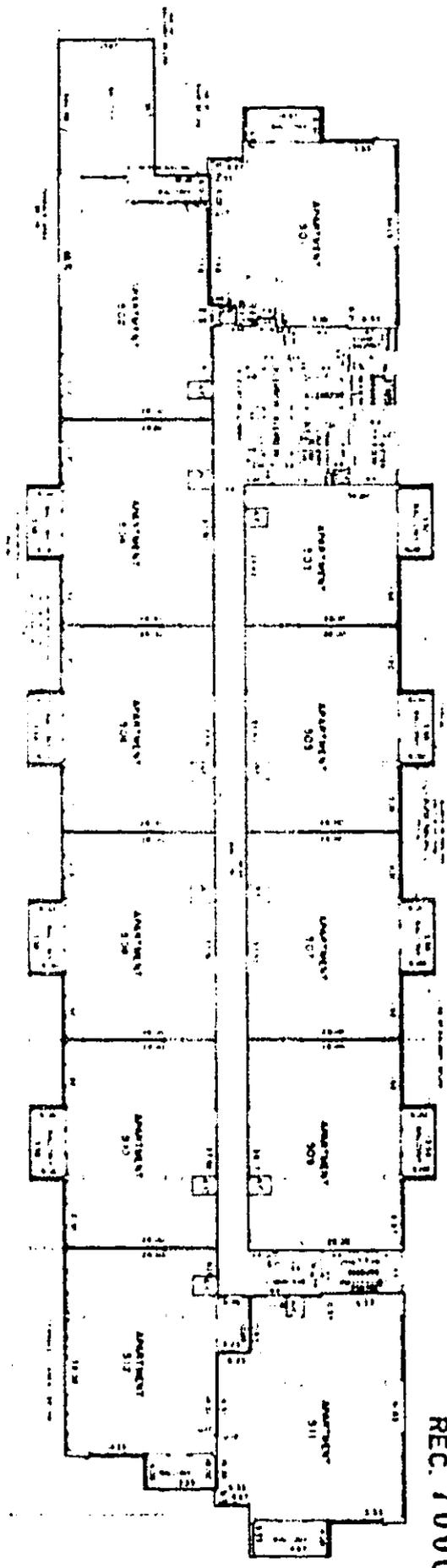
DATE: 10/1/77

**FOURTH FLOOR PLAN**  
 RECREATION DECK  
 PHASE I  
 SILVER TATCH ATLANTIC PLAZA  
 CONDOMINIUM

DATE: 10/1/77	SCALE: 1/4" = 1'-0"
DESIGNER: [illegible]	DATE: 10/1/77
CHECKED: [illegible]	DATE: 10/1/77

NOTES:  
 1. THIS PLAN IS TO BE USED IN CONNECTION WITH THE DECLARATION OF CONDOMINIUM FOR THE CEDAR LAKE DEVELOPERS, INC. PROJECT.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. SEE OTHER SHEETS FOR DETAILS AND NOTES.  
 4. THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

ARCHITECT: [illegible]  
 ADDRESS: [illegible]  
 PHONE: [illegible]  
 FAX: [illegible]



APARTMENT 501  
 APARTMENT 502  
 APARTMENT 503  
 APARTMENT 504  
 APARTMENT 505  
 APARTMENT 506  
 APARTMENT 507  
 APARTMENT 508  
 APARTMENT 509  
 APARTMENT 510  
 APARTMENT 511  
 APARTMENT 512

**EXHIBIT "D"**  
 PAGE 6  
 ANNEXED HERETO AND MADE  
 A PART HEREOF  
 "DECLARATION OF CONDOMINIUM"  
 BY CEDAR LAKE DE FLORENTINE, INC.

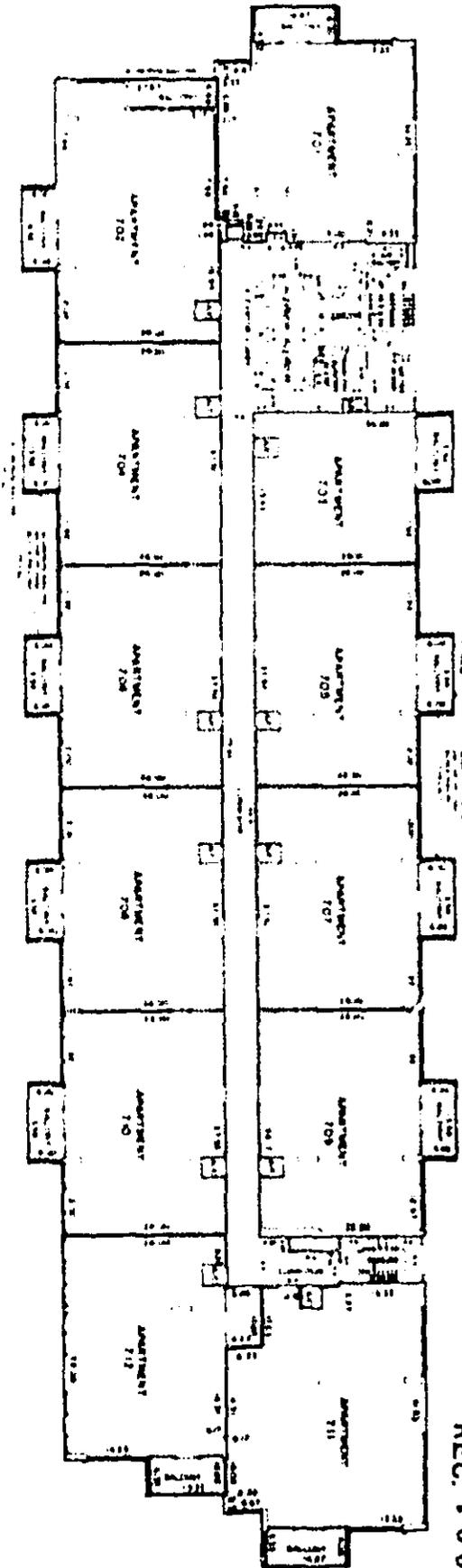
**FIFTH FLOOR PLAN**  
 PHASE I  
 SILVER TRATCH ATLANTIC PLAZA  
 CONDOMINIUM

**NOTE:**  
 This floor plan is prepared in accordance with the provisions of the Condominium Act, Chapter 46B, Section 2-101, and the rules and regulations of the State Board of Real Estate. It is intended to show the general layout of the units and is not to be construed as a guarantee of accuracy. The actual dimensions and layout of the units may vary slightly from those shown on this plan.

DATE	10/15/77	BY	W. J. ...
SCALE	1/4" = 1'-0"	CHECKED	...
PROJECT	SILVER TRATCH ATLANTIC PLAZA	DATE	10/15/77



OFF. REC. 7000 PAGE 801 N



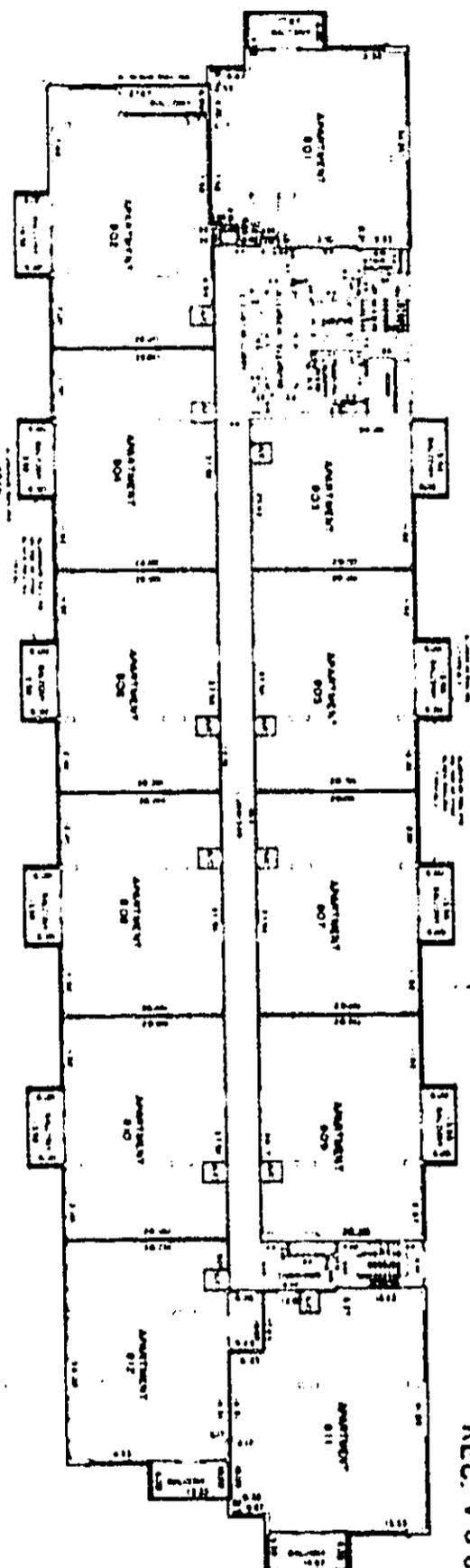
APARTMENT 700  
APARTMENT 701  
APARTMENT 702  
APARTMENT 703  
APARTMENT 704  
APARTMENT 705  
APARTMENT 706  
APARTMENT 707  
APARTMENT 708  
APARTMENT 709  
APARTMENT 710  
APARTMENT 711  
APARTMENT 712

**EXHIBIT "D"**  
PAGE 8  
ANNEXED HERETO AND MADE  
A PART HEREOF  
DECLARATION OF CONDOMINIUM  
BY CEDAR LAKE DEVELOPERS, INC.  
DALLAS, TEXAS 75217

**SEVENTH FLOOR PLAN**  
PHASE I  
SILVER THATCH ATLANTIC PLAZA  
CONDOMINIUM

DATE	NO. OF SHEETS	TOTAL SHEETS
1977-11-17	1	1

NOTES:  
1. THIS FLOOR PLAN IS A PART OF THE DECLARATION OF CONDOMINIUM FOR SILVER THATCH ATLANTIC PLAZA, PHASE I, CONDOMINIUM, DEVELOPED BY CEDAR LAKE DEVELOPERS, INC., DALLAS, TEXAS. THIS FLOOR PLAN IS SUBJECT TO THE DECLARATION OF CONDOMINIUM FOR SILVER THATCH ATLANTIC PLAZA, PHASE I, CONDOMINIUM, DEVELOPED BY CEDAR LAKE DEVELOPERS, INC., DALLAS, TEXAS.



AREA AND TOTAL SQUARE FEET  
 The original floor plan for this building was prepared by the architect  
 and is shown on the attached drawings.  
 Apartment 801 79 sq. ft.  
 Apartment 802 79 sq. ft.  
 Apartment 803 79 sq. ft.  
 Apartment 804 79 sq. ft.  
 Apartment 805 79 sq. ft.  
 Apartment 806 79 sq. ft.  
 Apartment 807 79 sq. ft.  
 Apartment 808 79 sq. ft.  
 Apartment 809 79 sq. ft.  
 Apartment 810 79 sq. ft.  
 Apartment 811 79 sq. ft.  
 Apartment 812 79 sq. ft.  
 Apartment 813 79 sq. ft.  
 Apartment 814 79 sq. ft.  
 Apartment 815 79 sq. ft.  
 Apartment 816 79 sq. ft.  
 Apartment 817 79 sq. ft.

SCALE  
 This drawing was prepared by the architect and is shown on the attached drawings.  
 The original floor plan for this building was prepared by the architect  
 and is shown on the attached drawings.  
 The original floor plan for this building was prepared by the architect  
 and is shown on the attached drawings.  
 The original floor plan for this building was prepared by the architect  
 and is shown on the attached drawings.

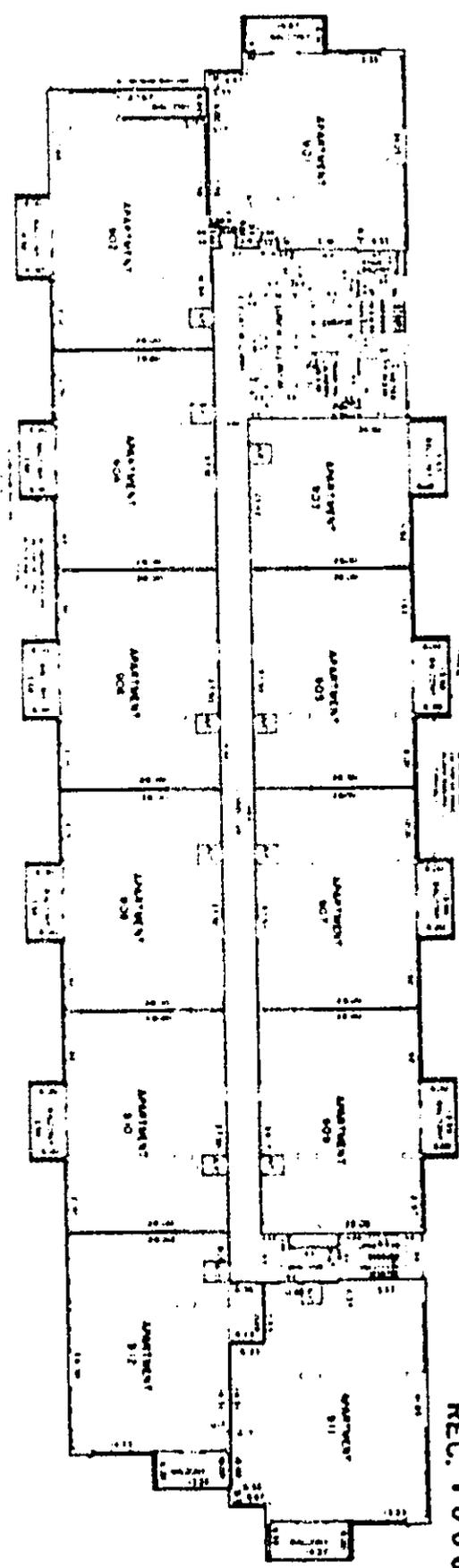
**EXHIBIT "D"**  
 PAGE 9  
 ANNEXED HERETO AND MADE  
 A PART HEREOF  
 "DECLARATION OF CONDOMINIUM"  
 BY CEDAR LAKE DEVELOPERS, INC.  
 RECORDED IN THE  
 PUBLIC RECORDS OF THE STATE OF FLORIDA

**EIGHTH FLOOR PLAN**  
 PHASE I  
 SILVER THATCH ATLANTIC PLAZA  
 CONDOMINIUM

APPROVED BY ARCHITECT	DATE	SCALE
APPROVED BY ENGINEER	DATE	SCALE
APPROVED BY DEVELOPER	DATE	SCALE

OFF. 7000 PAGE 803

N



APARTMENT 901  
 APARTMENT 902  
 APARTMENT 903  
 APARTMENT 904  
 APARTMENT 905  
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 APARTMENT 907  
 APARTMENT 908  
 APARTMENT 909  
 APARTMENT 910  
 APARTMENT 911  
 APARTMENT 912

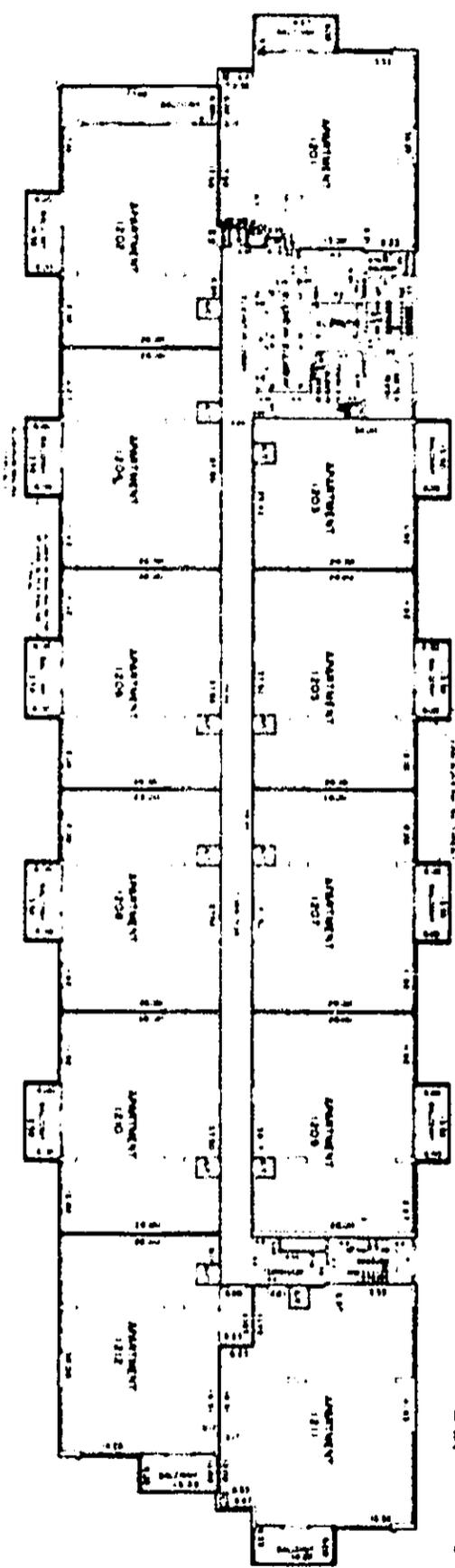
**EXHIBIT "D"**  
 PAGE 10  
 ANNEXED HERETO AND MADE  
 A PART HEREOF  
 DECLARATION OF CONDOMINIUM  
 BY CEDAR LAKE DEVELOPERS, INC.  
 \_\_\_\_\_  
 GENERAL MANAGER

**TITLE**  
 This floor plan is a part of the Declaration of Condominium for the Silver Tract at Atlantic Plaza, Phase I, located at the intersection of ...  
 The floor plan is subject to the Declaration of Condominium and the rules and regulations of the Condominium Association.

<b>NINTH FLOOR PLAN</b>	
PHASE I	
SILVER TRACT ATLANTIC PLAZA	
CONDOMINIUM	
DATE: 11/11/77	SCALE: 1/4" = 1'-0"
DRAWN BY: [Name]	CHECKED BY: [Name]
PROJECT NO. [Number]	SHEET NO. [Number]







APARTMENT 1201  
 APARTMENT 1202  
 APARTMENT 1203  
 APARTMENT 1204  
 APARTMENT 1205  
 APARTMENT 1206  
 APARTMENT 1207  
 APARTMENT 1208  
 APARTMENT 1209  
 APARTMENT 1210  
 APARTMENT 1211  
 APARTMENT 1212

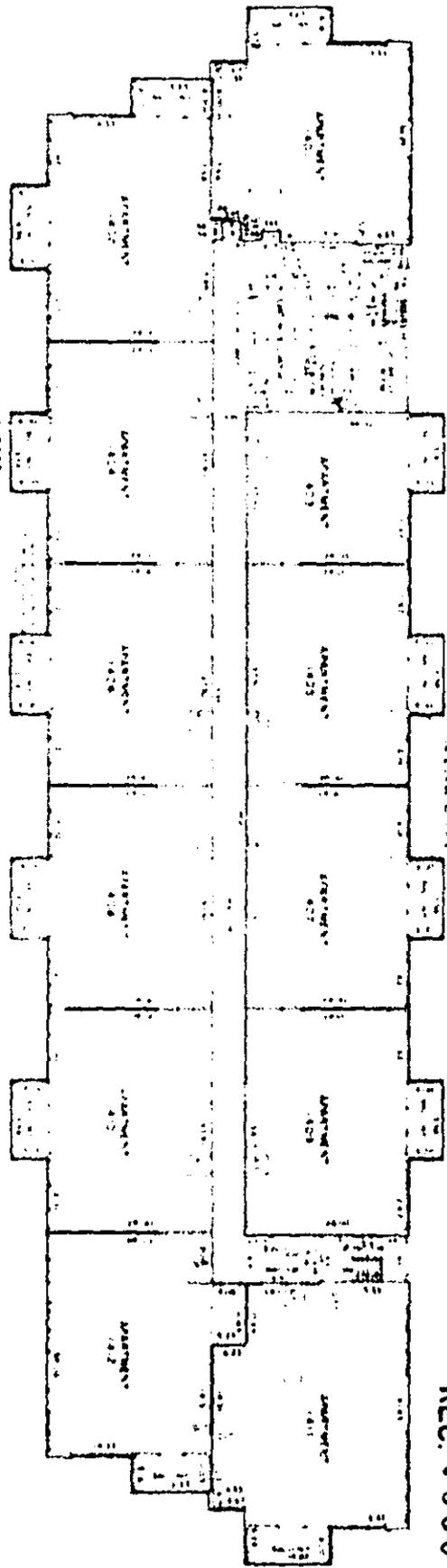
**EXHIBIT "D"**  
 PAGE 13  
 ANNEXED HERETO AND MADE  
 A PART HEREOF  
 DECLARATION OF CONDOMINIUM  
 BY CEDAR LAKE DEVELOPERS, INC.

**TWELFTH FLOOR PLAN**  
 PHASE I  
 SILVER TRATCH ATLANTIC PLAZA  
 CONDOMINIUM

DATE	SCALE	BY	CHECKED
1-1-78	1/8" = 1'-0"	J. H. ...	J. H. ...

NOTES:  
 1. THIS FLOOR PLAN IS A PART OF THE DECLARATION OF CONDOMINIUM AND IS SUBJECT TO THE SAME.  
 2. THE DEVELOPER RESERVES THE RIGHT TO MAKE CHANGES TO THIS FLOOR PLAN WITHOUT NOTICE TO THE BUYER.  
 3. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.  
 4. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.  
 5. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TITLE INSURANCE.  
 6. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING FEES.  
 7. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING TAXES.  
 8. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING COSTS.  
 9. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING CHARGES.  
 10. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING FILING FEES.  
 11. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING FILING COSTS.  
 12. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING FILING CHARGES.  
 13. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING FILING FEES.  
 14. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING FILING COSTS.  
 15. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING FILING CHARGES.

OFF. 7000 PAGE 807 N



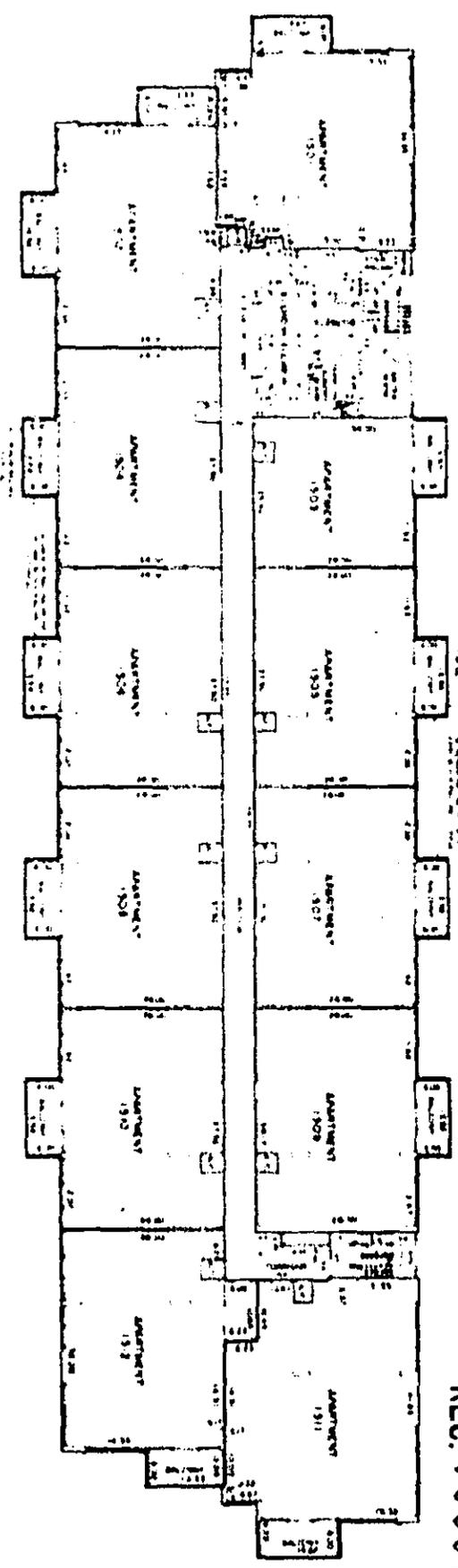
UNIT 1401  
UNIT 1402  
UNIT 1403  
UNIT 1404  
UNIT 1405  
UNIT 1406  
UNIT 1407  
UNIT 1408  
UNIT 1409  
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UNIT 1411  
UNIT 1412  
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UNIT 1490  
UNIT 1491  
UNIT 1492  
UNIT 1493  
UNIT 1494  
UNIT 1495  
UNIT 1496  
UNIT 1497  
UNIT 1498  
UNIT 1499  
UNIT 1500

**EXHIBIT "D"**  
PAGE 14  
ANNEXED HERETO AND MADE  
A PART HEREOF  
DECLARATION OF CONDOMINIUM  
BY OCEAN LANE DEVELOPERS, INC.  
DATED 10/1/88

**FOURTEENTH  
FLOOR PLAN**  
PHASE I  
SILVER TWATCH ATLANTIC PLAZA  
CONDOMINIUM

NO. 1401	NO. 1402	NO. 1403	NO. 1404	NO. 1405	NO. 1406	NO. 1407	NO. 1408	NO. 1409	NO. 1410	NO. 1411	NO. 1412	NO. 1413	NO. 1414	NO. 1415	NO. 1416	NO. 1417	NO. 1418	NO. 1419	NO. 1420	NO. 1421	NO. 1422	NO. 1423	NO. 1424	NO. 1425	NO. 1426	NO. 1427	NO. 1428	NO. 1429	NO. 1430	NO. 1431	NO. 1432	NO. 1433	NO. 1434	NO. 1435	NO. 1436	NO. 1437	NO. 1438	NO. 1439	NO. 1440	NO. 1441	NO. 1442	NO. 1443	NO. 1444	NO. 1445	NO. 1446	NO. 1447	NO. 1448	NO. 1449	NO. 1450	NO. 1451	NO. 1452	NO. 1453	NO. 1454	NO. 1455	NO. 1456	NO. 1457	NO. 1458	NO. 1459	NO. 1460	NO. 1461	NO. 1462	NO. 1463	NO. 1464	NO. 1465	NO. 1466	NO. 1467	NO. 1468	NO. 1469	NO. 1470	NO. 1471	NO. 1472	NO. 1473	NO. 1474	NO. 1475	NO. 1476	NO. 1477	NO. 1478	NO. 1479	NO. 1480	NO. 1481	NO. 1482	NO. 1483	NO. 1484	NO. 1485	NO. 1486	NO. 1487	NO. 1488	NO. 1489	NO. 1490	NO. 1491	NO. 1492	NO. 1493	NO. 1494	NO. 1495	NO. 1496	NO. 1497	NO. 1498	NO. 1499	NO. 1500
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THIS FLOOR PLAN IS A PART OF THE DECLARATION OF CONDOMINIUM FOR THE FOURTEENTH FLOOR PLAN, PHASE I, SILVER TWATCH ATLANTIC PLAZA CONDOMINIUM, AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SAID DECLARATION. THE DECLARATION IS FILED IN PUBLIC RECORDS IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA, AND IS AVAILABLE FOR INSPECTION BY ANY PERSON AT ANY TIME. THE DECLARATION IS HEREBY REFERRED TO AS THE "DECLARATION".



APARTMENT 1501  
APARTMENT 1502  
APARTMENT 1503  
APARTMENT 1504  
APARTMENT 1505  
APARTMENT 1506  
APARTMENT 1507  
APARTMENT 1508  
APARTMENT 1509  
APARTMENT 1510  
APARTMENT 1511  
APARTMENT 1512

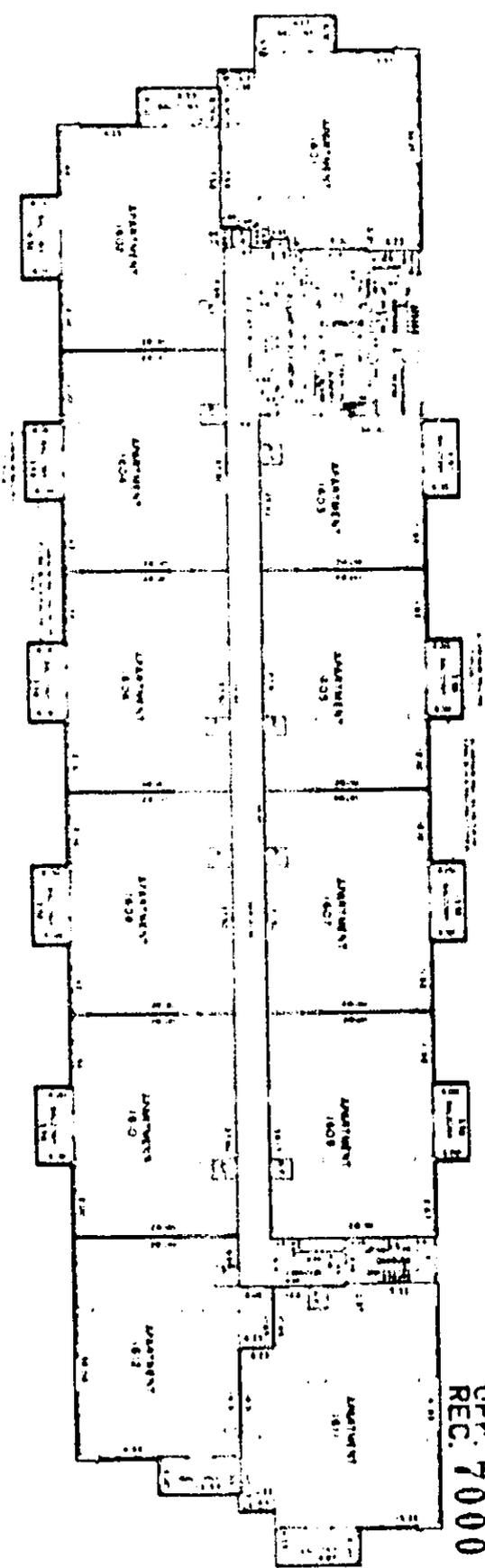
**EXHIBIT "D"**  
PAGE 15  
ANNEXED HERETO AND MADE  
A PART HEREOF  
DECLARATION OF CONDOMINIUM  
BY CEDAR LAKE DEVELOPERS, INC.  
DATED NOV. 11, 1981

These plans are copies of those upon which were prepared the Declaration of Condominium and the Declaration of Condominium. They are not intended to be used as a basis for any other purpose. The developer shall have the right to amend these plans and a copy of any such amendment shall be filed with the appropriate governmental authority.

<b>FIFTEENTH FLOOR PLAN</b>	
PHASE I LANTIC PLAZA CONDOMINIUM	
SILVER THATCH AT LANTIC PLAZA CONDOMINIUM	
DATE: 11/11/81	BY: CEDAR LAKE DEVELOPERS, INC.
SCALE: AS SHOWN	PROJECT: LANTIC PLAZA
DATE: 11/11/81	BY: CEDAR LAKE DEVELOPERS, INC.

OFF. 7000 PAGE 809

N

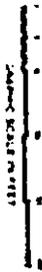


APARTMENT 1001  
 APARTMENT 1002  
 APARTMENT 1003  
 APARTMENT 1004  
 APARTMENT 1005  
 APARTMENT 1006  
 APARTMENT 1007  
 APARTMENT 1008  
 APARTMENT 1009

**EXHIBIT "D"**

PAGE 16

ANNEXED HERETO AND MADE  
 A PART HEREOF  
 DECLARATION OF CONDOMINIUM  
 BY CEDAR LAKE DEVELOPERS, INC.

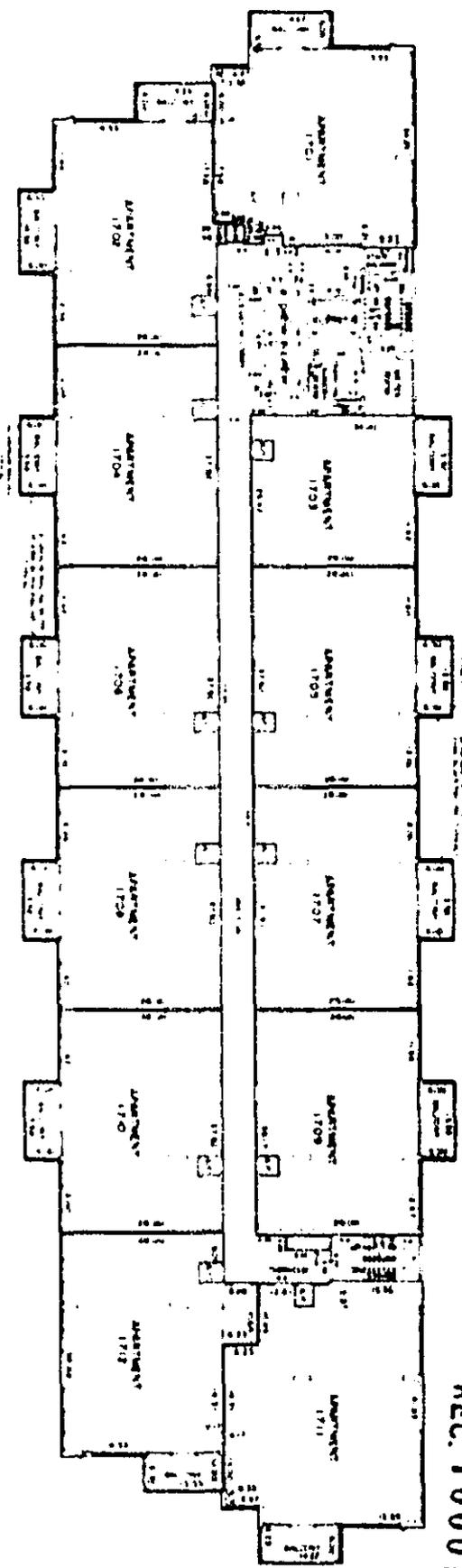


NOTES:  
 1. THIS FLOOR PLAN IS A PART OF THE RECORDING DOCUMENT.  
 2. THE UNIT IS TO BE CONVEYED TO THE BUYER AS SHOWN ON THIS FLOOR PLAN.  
 3. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.  
 4. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.  
 5. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TITLE INSURANCE COVERAGE.  
 6. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING DOCUMENTS.  
 7. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING DOCUMENTS.  
 8. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING DOCUMENTS.  
 9. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING DOCUMENTS.  
 10. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING DOCUMENTS.

**SIXTEENTH FLOOR PLAN**  
 PHASE I  
 SILVER THATCH ATLANTIC PLAZA  
 CONDOMINIUM

DATE	BY	SCALE
11/15/17	J. L. [Signature]	AS SHOWN

OFF. 7000 PAGE 810 N



APARTMENT 1701  
APARTMENT 1702  
APARTMENT 1703  
APARTMENT 1704  
APARTMENT 1705  
APARTMENT 1706  
APARTMENT 1707  
APARTMENT 1708  
APARTMENT 1709  
APARTMENT 1710  
APARTMENT 1711  
APARTMENT 1712

**EXHIBIT "D"**  
PAGE 17  
ANNEXED HERETO AND MADE  
A PART HEREOF  
DECLARATION OF CONDOMINIUM  
BY CEDAR LAKE DEVELOPERS, INC.

THIS FLOOR PLAN IS THE PROPERTY OF CEDAR LAKE DEVELOPERS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CEDAR LAKE DEVELOPERS, INC. THIS FLOOR PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE.

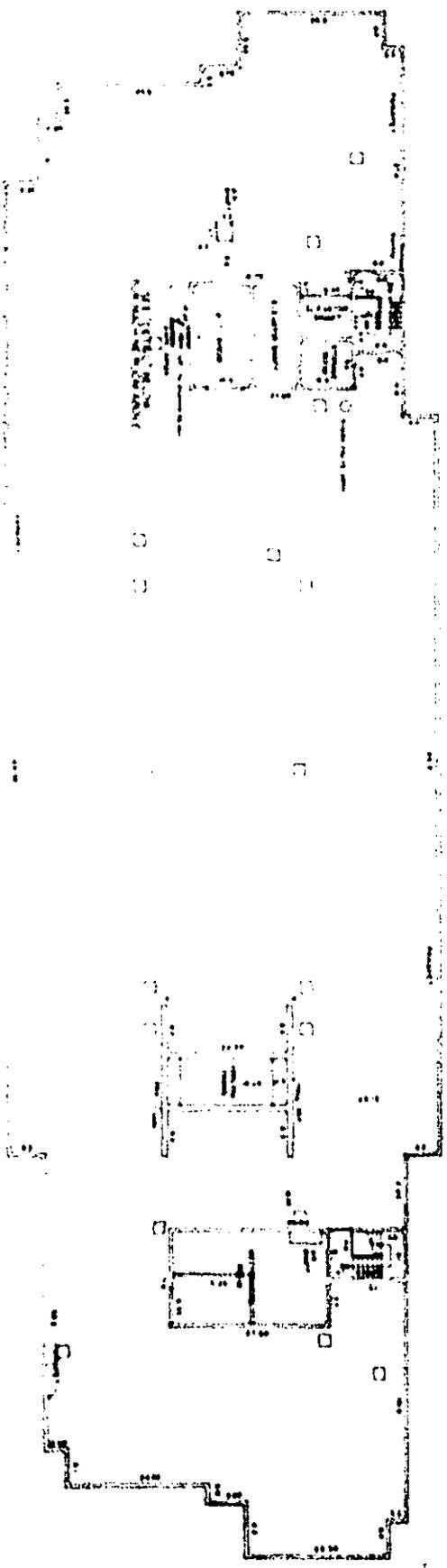
<p><b>SEVENTEENTH FLOOR PLAN</b> SILVER THATCH ATLANTIC PLAZA CONDOMINIUM</p>	
<p>APARTMENT 1701</p>	<p>APARTMENT 1711</p>
<p>APARTMENT 1702</p>	<p>APARTMENT 1712</p>
<p>APARTMENT 1703</p>	<p>APARTMENT 1704</p>
<p>APARTMENT 1704</p>	<p>APARTMENT 1705</p>
<p>APARTMENT 1705</p>	<p>APARTMENT 1706</p>
<p>APARTMENT 1706</p>	<p>APARTMENT 1707</p>
<p>APARTMENT 1707</p>	<p>APARTMENT 1708</p>
<p>APARTMENT 1708</p>	<p>APARTMENT 1709</p>
<p>APARTMENT 1709</p>	<p>APARTMENT 1710</p>
<p>APARTMENT 1710</p>	<p>APARTMENT 1711</p>
<p>APARTMENT 1711</p>	<p>APARTMENT 1712</p>
<p>APARTMENT 1712</p>	<p>APARTMENT 1701</p>





SPE. 7000 PAGE 813

N



SECTION

NOTES  
These plans are prepared from plans and data prepared by Architect  
Project No. 7000 and independent by Mr. [Name] and [Name]

**EXHIBIT 'D'**

PAGE 20

ANNEXED HERETO AND MADE  
A PART HEREOF  
DECLARATION OF CONDOMINIUM  
BY CEDAR LAKE DEVELOPERS, INC.



**ROOF PLAN**  
PHASE I  
SILVER THATCH ATLANTIC PLAZA  
CONDOMINIUM

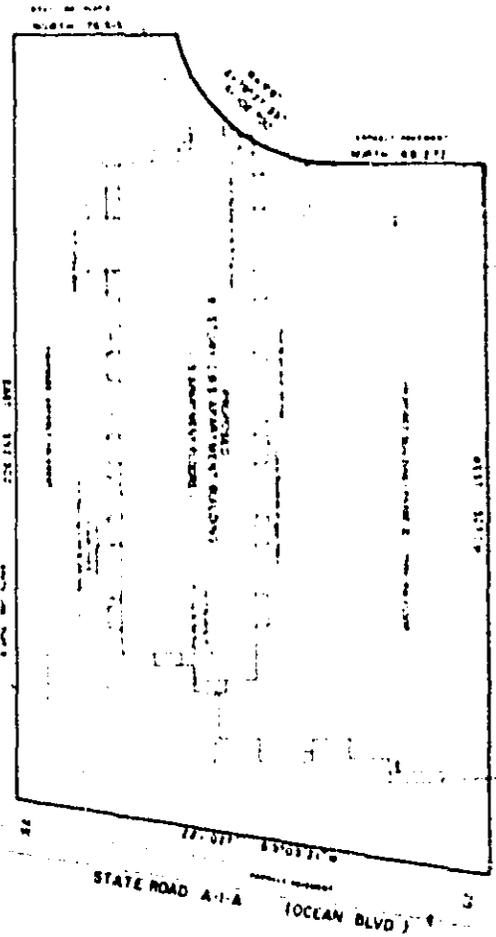
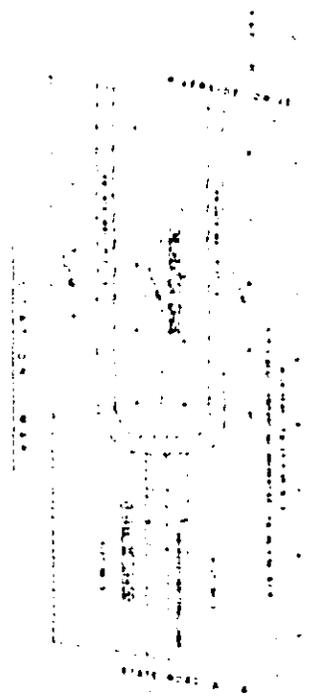
DATE	3-2-77	SCALE	1" = 30'
DRAWN BY	JOB ORDER	DATE	3-2-77
CHECKED BY			

STATE OF FLORIDA  
 DEPARTMENT OF REVENUE  
 1111 N. W. 11th Street, Tallahassee, Florida 32304-3200  
 TEL: 904-498-2000 FAX: 904-498-2001

OFF. 7000 PAGE 8 1/4 EXHIBIT "D"  
 PAGE 21

ANNEXED HERETO AND MADE  
 A PART HEREOF  
 "DECLARATION OF CONDOMINIUM"  
 BY OCEAN LAKE DEVELOPERS, INC.

SCALE  
 1" = 100'



**GENERAL NOTES**

1. THIS PLAN IS A PART OF THE DECLARATION OF CONDOMINIUM AND SHALL BE CONSIDERED A PART OF THE DECLARATION OF CONDOMINIUM.

**STATISTICAL AND SPECIFICATION**

1. THE TOTAL AREA OF THE PHASE II BUILDING IS 11,111.11 SQ. FT. AND THE TOTAL AREA OF THE PHASE II PARKING IS 1,111.11 SQ. FT.

**UNITED STATES ELEMENTS**

1. THE PHASE II BUILDING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2000 INTERNATIONAL BUILDING CODE AND THE 2000 INTERNATIONAL PLUMBING AND MECHANICAL CODE.

**NOTES**

1. THE PHASE II BUILDING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2000 INTERNATIONAL BUILDING CODE AND THE 2000 INTERNATIONAL PLUMBING AND MECHANICAL CODE.

PROPOSED PHASE II  
 SITE PLAN  
 SILVER THATCH ATLANTIC PLAZA  
 CONDOMINIUM

DATE	12/15/00
SCALE	1" = 100'
PROJECT NO.	00-0000-0000
DATE	12/15/00

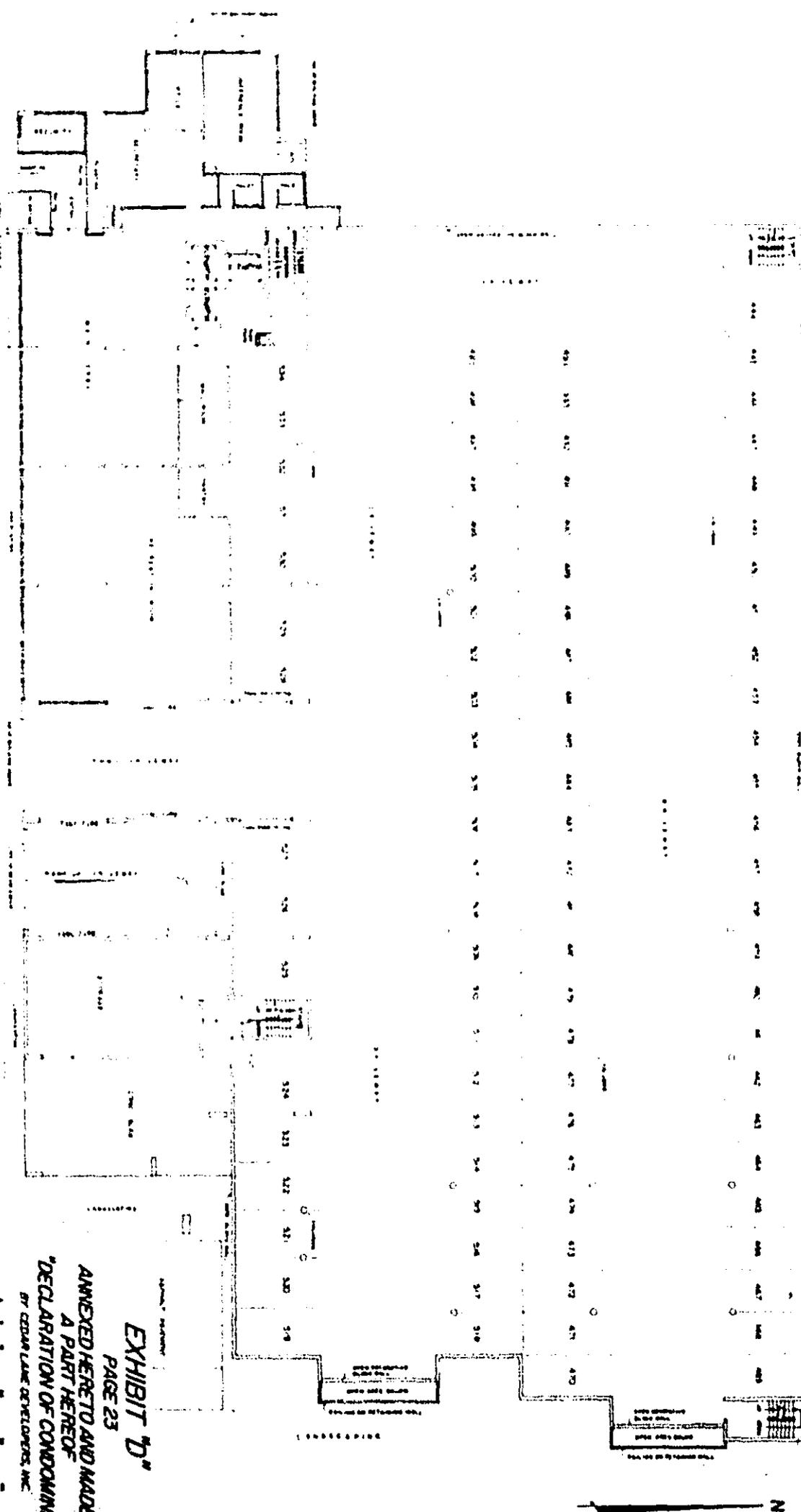


NOTES  
 1. THIS PLAN IS SUBJECT TO THE GENERAL AND SPECIFIC CONDITIONS OF THE DECLARATION OF CONDOMINIUM AND THE CDD AND CDD-2 WHICH ARE PART OF THE OFFICIAL RECORDS OF THE COUNTY OF DADE, FLORIDA.

**EXHIBIT "D"**  
 PAGE 22  
 ANNEXED HERETO AND MADE  
 A PART HEREOF  
 "DECLARATION OF CONDOMINIUM"  
 BY CLEAR LANE DEVELOPERS, INC.

PROPOSED PHASE II  
**FIRST FLOOR PLAN**  
 SILVER MATCH ATLANTIC PLAZA  
 CONDOMINIUM

SCALE: 1/8" = 1'-0"  
 DATE: 11/11/77  
 DRAWN BY: [illegible]  
 CHECKED BY: [illegible]



NOTES:  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.  
 3. ALL DOORS ARE 36" WIDE UNLESS OTHERWISE NOTED.  
 4. ALL WINDOWS ARE 48" WIDE UNLESS OTHERWISE NOTED.  
 5. ALL FLOORS ARE CONCRETE UNLESS OTHERWISE NOTED.  
 6. ALL CEILING ARE 8' HIGH UNLESS OTHERWISE NOTED.  
 7. ALL STAIRS ARE 36" WIDE UNLESS OTHERWISE NOTED.  
 8. ALL ELEVATORS ARE 48" WIDE UNLESS OTHERWISE NOTED.  
 9. ALL HALLWAYS ARE 48" WIDE UNLESS OTHERWISE NOTED.  
 10. ALL BATHS ARE 5'6" WIDE UNLESS OTHERWISE NOTED.  
 11. ALL KITCHENS ARE 8'6" WIDE UNLESS OTHERWISE NOTED.  
 12. ALL LIVING AREAS ARE 10'6" WIDE UNLESS OTHERWISE NOTED.  
 13. ALL BEDROOMS ARE 10'6" WIDE UNLESS OTHERWISE NOTED.  
 14. ALL BALKONS ARE 6'6" WIDE UNLESS OTHERWISE NOTED.  
 15. ALL TERRACES ARE 6'6" WIDE UNLESS OTHERWISE NOTED.  
 16. ALL PATIOS ARE 6'6" WIDE UNLESS OTHERWISE NOTED.  
 17. ALL STAIRS ARE 36" WIDE UNLESS OTHERWISE NOTED.  
 18. ALL ELEVATORS ARE 48" WIDE UNLESS OTHERWISE NOTED.  
 19. ALL HALLWAYS ARE 48" WIDE UNLESS OTHERWISE NOTED.  
 20. ALL BATHS ARE 5'6" WIDE UNLESS OTHERWISE NOTED.  
 21. ALL KITCHENS ARE 8'6" WIDE UNLESS OTHERWISE NOTED.  
 22. ALL LIVING AREAS ARE 10'6" WIDE UNLESS OTHERWISE NOTED.  
 23. ALL BEDROOMS ARE 10'6" WIDE UNLESS OTHERWISE NOTED.  
 24. ALL BALKONS ARE 6'6" WIDE UNLESS OTHERWISE NOTED.  
 25. ALL TERRACES ARE 6'6" WIDE UNLESS OTHERWISE NOTED.  
 26. ALL PATIOS ARE 6'6" WIDE UNLESS OTHERWISE NOTED.

**EXHIBIT "D"**  
 PAGE 23  
 ANNEXED HERETO AND MADE  
 A PART HEREOF  
 "DECLARATION OF CONDOMINIUM"  
 BY CEDAR LAKE DEVELOPERS, INC.

**PROPOSED PHASE II  
 SECOND FLOOR PLAN  
 SILVER THATCH ATLANTIC PLAZA  
 CONDOMINIUM**

DATE	BY	SCALE
11/15/88	J. J. [unclear]	1" = 10'
11/15/88	[unclear]	1" = 10'

OFF. 7000 PAGE 8 & 7  
REC.

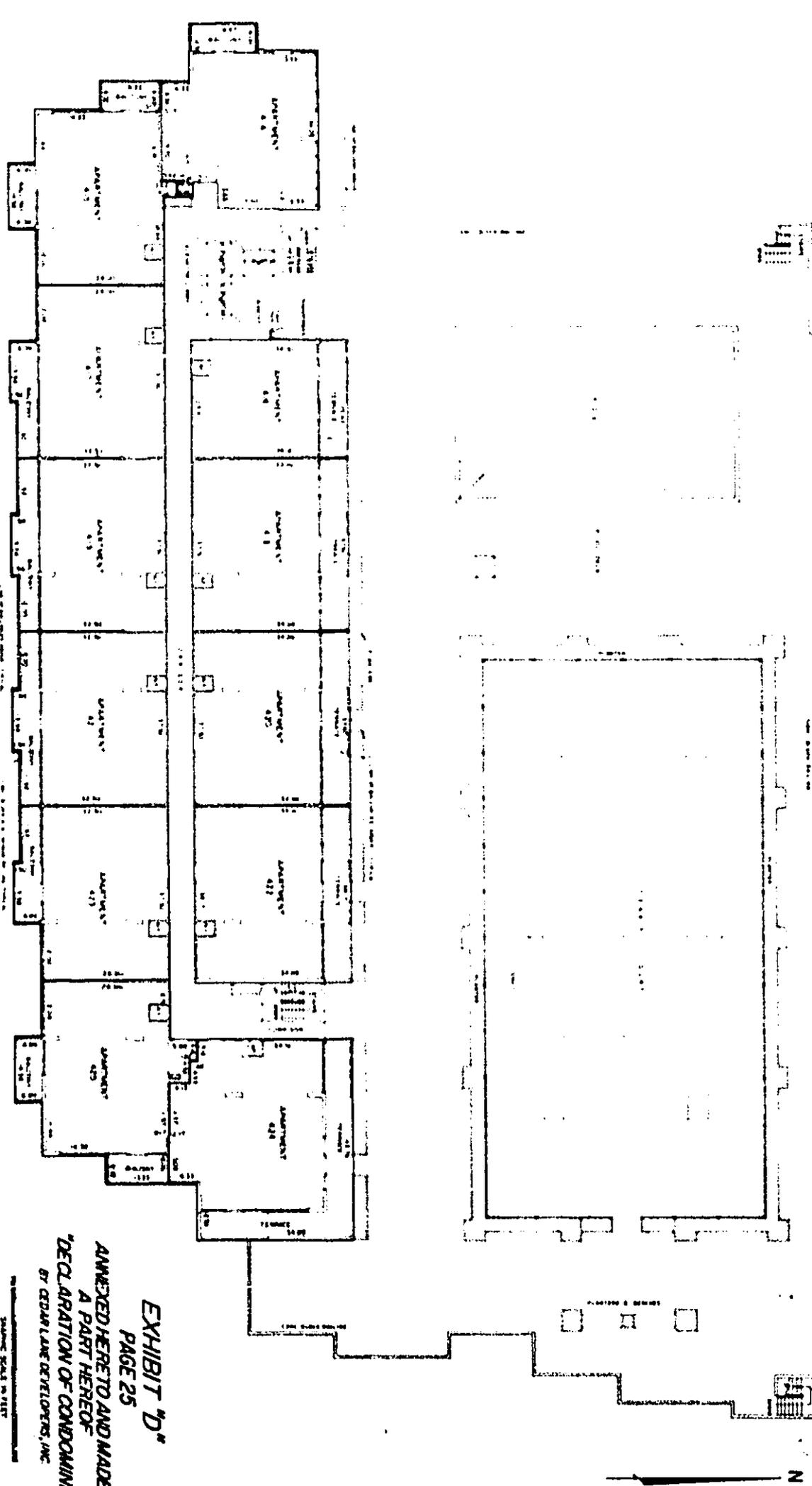


SCALE  
 These plans are computer generated and were prepared by Program 8 and 9 software.  
 All other drawings shall be a clear copy of the original drawings.

**EXHIBIT "D"**  
 PAGE 24  
 ANNEXED HERETO AND MADE  
 A PART HEREOF  
 "DECLARATION OF CONDOMINIUM"  
 BY CEDAR LAKE DEVELOPERS, INC.

PROPOSED PHASE II  
**SILVER THATCH ATLANTIC PLAZA**  
 CONDOMINIUM

DATE	BY	CHKD	DATE
10/15/87	10/15/87	10/15/87	10/15/87
10/15/87	10/15/87	10/15/87	10/15/87



NOTE:  
 These plans are intended to show the general arrangement of the units and are not intended to show the exact location of the units. The exact location of the units will be shown on the final plans. The units are shown in approximate locations only. The units are shown in approximate locations only. The units are shown in approximate locations only.

UNIT NO. 401  
 UNIT NO. 402  
 UNIT NO. 403  
 UNIT NO. 404  
 UNIT NO. 405  
 UNIT NO. 406  
 UNIT NO. 407  
 UNIT NO. 408  
 UNIT NO. 409  
 UNIT NO. 410  
 UNIT NO. 411  
 UNIT NO. 412  
 UNIT NO. 413  
 UNIT NO. 414  
 UNIT NO. 415  
 UNIT NO. 416  
 UNIT NO. 417  
 UNIT NO. 418  
 UNIT NO. 419  
 UNIT NO. 420  
 UNIT NO. 421  
 UNIT NO. 422  
 UNIT NO. 423  
 UNIT NO. 424  
 UNIT NO. 425  
 UNIT NO. 426  
 UNIT NO. 427  
 UNIT NO. 428  
 UNIT NO. 429  
 UNIT NO. 430  
 UNIT NO. 431  
 UNIT NO. 432  
 UNIT NO. 433  
 UNIT NO. 434  
 UNIT NO. 435  
 UNIT NO. 436  
 UNIT NO. 437  
 UNIT NO. 438  
 UNIT NO. 439  
 UNIT NO. 440  
 UNIT NO. 441  
 UNIT NO. 442  
 UNIT NO. 443  
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 UNIT NO. 445  
 UNIT NO. 446  
 UNIT NO. 447  
 UNIT NO. 448  
 UNIT NO. 449  
 UNIT NO. 450  
 UNIT NO. 451  
 UNIT NO. 452  
 UNIT NO. 453  
 UNIT NO. 454  
 UNIT NO. 455  
 UNIT NO. 456  
 UNIT NO. 457  
 UNIT NO. 458  
 UNIT NO. 459  
 UNIT NO. 460  
 UNIT NO. 461  
 UNIT NO. 462  
 UNIT NO. 463  
 UNIT NO. 464  
 UNIT NO. 465  
 UNIT NO. 466  
 UNIT NO. 467  
 UNIT NO. 468  
 UNIT NO. 469  
 UNIT NO. 470  
 UNIT NO. 471  
 UNIT NO. 472  
 UNIT NO. 473  
 UNIT NO. 474  
 UNIT NO. 475  
 UNIT NO. 476  
 UNIT NO. 477  
 UNIT NO. 478  
 UNIT NO. 479  
 UNIT NO. 480  
 UNIT NO. 481  
 UNIT NO. 482  
 UNIT NO. 483  
 UNIT NO. 484  
 UNIT NO. 485  
 UNIT NO. 486  
 UNIT NO. 487  
 UNIT NO. 488  
 UNIT NO. 489  
 UNIT NO. 490  
 UNIT NO. 491  
 UNIT NO. 492  
 UNIT NO. 493  
 UNIT NO. 494  
 UNIT NO. 495  
 UNIT NO. 496  
 UNIT NO. 497  
 UNIT NO. 498  
 UNIT NO. 499  
 UNIT NO. 500

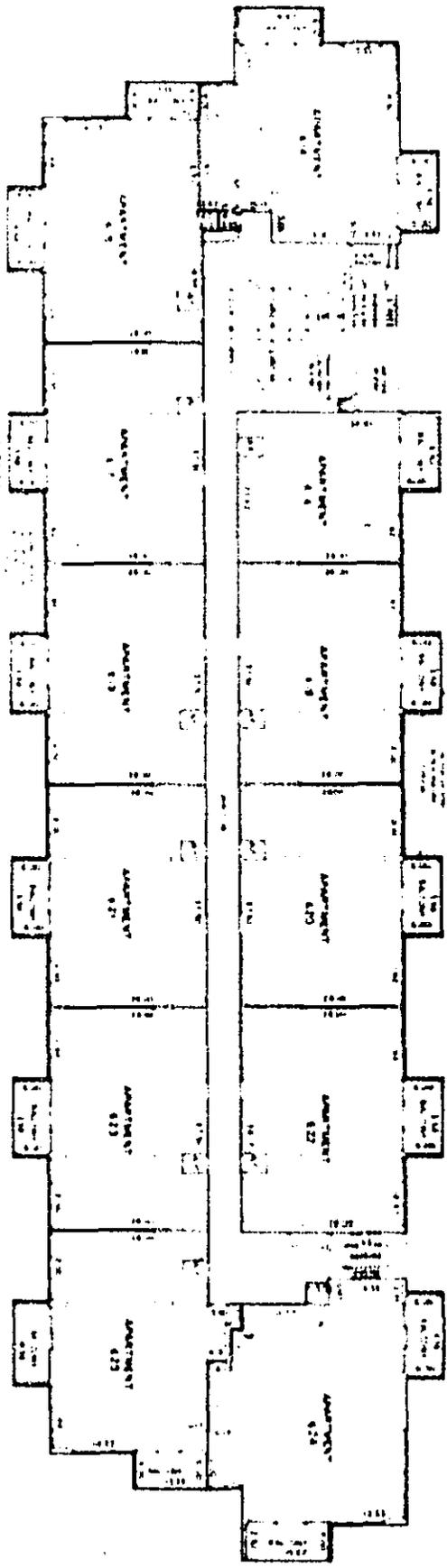
**EXHIBIT "D"**  
**PAGE 25**  
**AMENDED HERETO AND MADE**  
**A PART HEREOF**  
**"DECLARATION OF CONDOMINIUM"**  
**BY CEDAR LANE DEVELOPERS, INC.**

**PROPOSED PHASE II**  
**FOURTH FLOOR PLAN**  
**RECREATION DECK**  
**SILVER THATCH ATLANTIC PLAZA**  
**CONDOMINIUM**

DATE	BY	SCALE
10/1/88	J. L. ...	1/8" = 1'-0"
10/1/88	J. L. ...	1/8" = 1'-0"



N



ATTACHED TO THE DECLARATION

APARTMENT 601  
 APARTMENT 602  
 APARTMENT 603  
 APARTMENT 604  
 APARTMENT 605  
 APARTMENT 606  
 APARTMENT 607  
 APARTMENT 608  
 APARTMENT 609  
 APARTMENT 610  
 APARTMENT 611  
 APARTMENT 612  
 APARTMENT 613  
 APARTMENT 614  
 APARTMENT 615  
 APARTMENT 616  
 APARTMENT 617  
 APARTMENT 618  
 APARTMENT 619  
 APARTMENT 620  
 APARTMENT 621  
 APARTMENT 622  
 APARTMENT 623  
 APARTMENT 624  
 APARTMENT 625  
 APARTMENT 626  
 APARTMENT 627  
 APARTMENT 628

**EXHIBIT "D"**

PAGE 27

ANNEXED HERETO AND MADE  
 A PART HEREOF  
 DECLARATION OF CONDOMINIUM  
 BY CEDAR LAKE DEVELOPERS, INC.

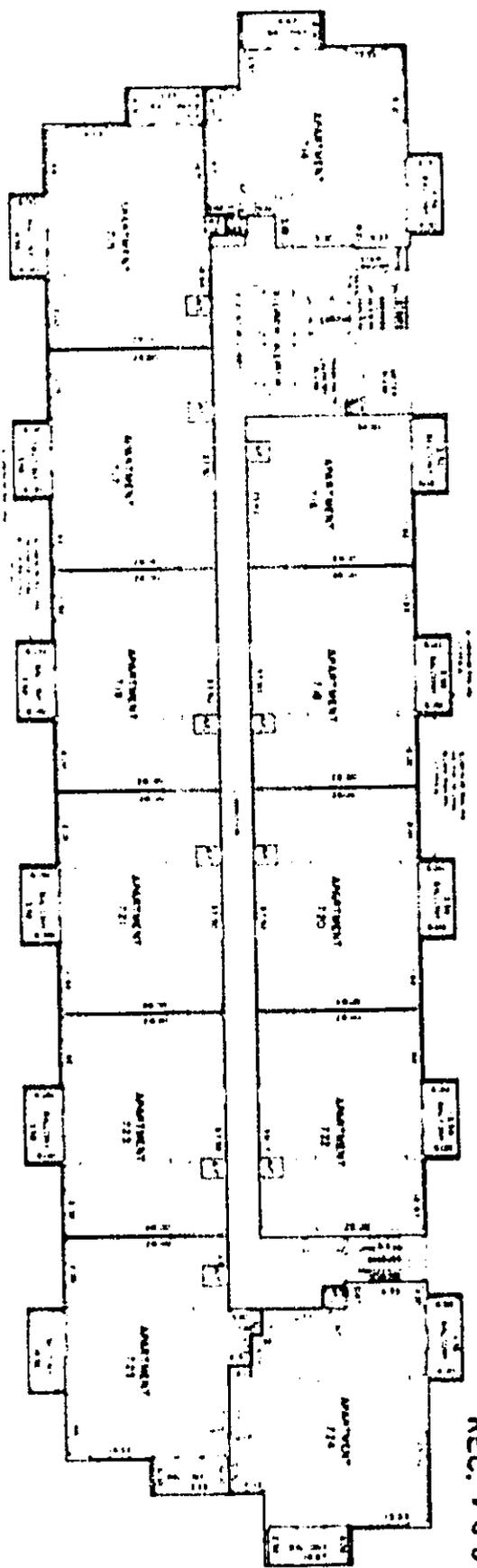
Drawing Scale: 1/8" = 1'-0"

THIS FLOOR PLAN IS A PART OF THE DECLARATION OF CONDOMINIUM FOR THE SIXTH FLOOR OF THE SILVER THATCH ATLANTIC PLAZA CONDOMINIUM. IT IS HEREBY DECLARED THAT THE UNITS SHOWN ON THIS FLOOR PLAN ARE TO BE CONVEYED TO THE OWNERS OF THE UNITS SHOWN ON THIS FLOOR PLAN AS INDICATED BY THE NUMBERS AND LETTERS THEREON. THE UNITS SHOWN ON THIS FLOOR PLAN ARE TO BE CONVEYED TO THE OWNERS OF THE UNITS SHOWN ON THIS FLOOR PLAN AS INDICATED BY THE NUMBERS AND LETTERS THEREON.

PROPOSED PHASE II  
 SIXTH FLOOR PLAN  
 SILVER THATCH ATLANTIC PLAZA  
 CONDOMINIUM

DATE	BY	SCALE
10/1/77	J. D. [illegible]	1/8" = 1'-0"
REVISION	NO.	DATE

DEF. 7000 PAGE 821 N

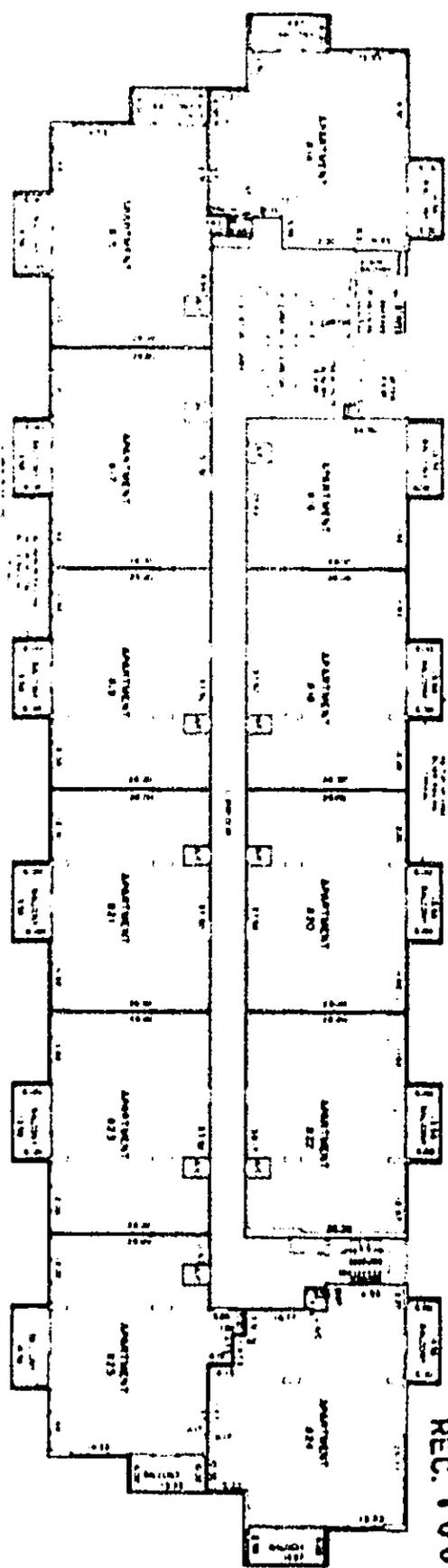


APARTMENT 714  
APARTMENT 715  
APARTMENT 716  
APARTMENT 717  
APARTMENT 718  
APARTMENT 719  
APARTMENT 720  
APARTMENT 721  
APARTMENT 722  
APARTMENT 723  
APARTMENT 724

**EXHIBIT "D"**  
PAGE 28  
ANNEXED HERETO AND MADE  
A PART HEREOF  
DECLARATION OF CONDOMINIUM  
BY CEDAR LAKE DEVELOPERS, INC  
DATED 12/15/74

THIS FLOOR PLAN AND THE APARTMENT UNITS SHOWN THEREON ARE THE PROPERTY OF CEDAR LAKE DEVELOPERS, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CEDAR LAKE DEVELOPERS, INC.

PROPOSED PHASE II  
**SEVENTH FLOOR PLAN**  
SILVER THATCH ATLANTIC PLAZA  
CONDOMINIUM  
MILWAUKEE, WISCONSIN  
NOV 15 1974



**DETAILS OF APARTMENTS**

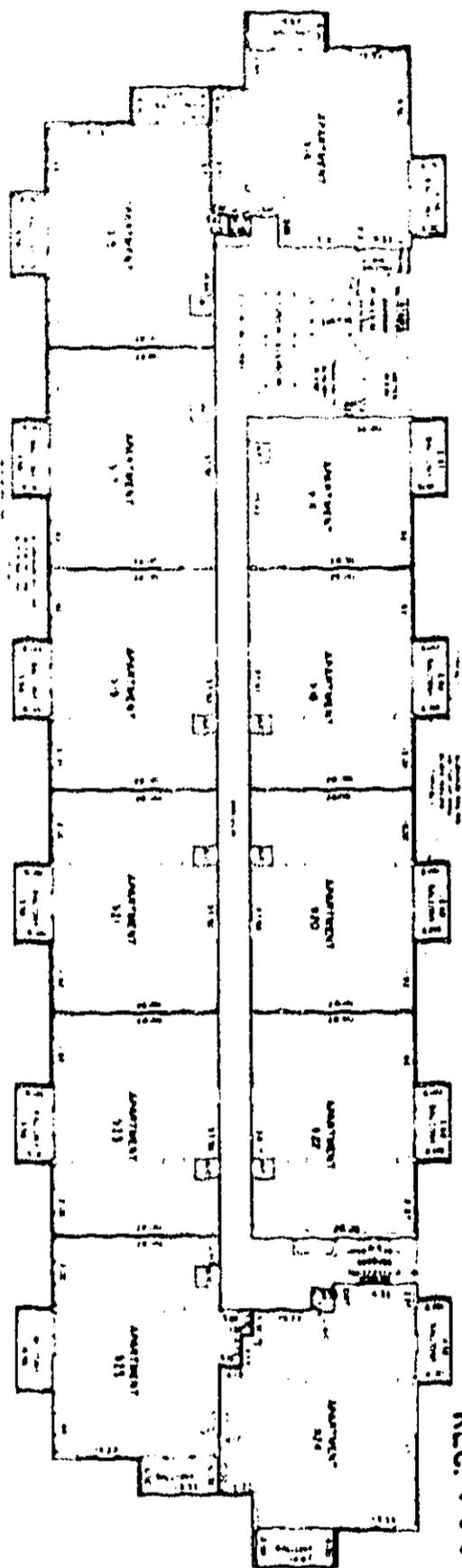
These are the floor plans for the units shown on the drawings.  
 Apartment 801  
 Apartment 802  
 Apartment 803  
 Apartment 804  
 Apartment 805  
 Apartment 806  
 Apartment 807  
 Apartment 808  
 Apartment 809  
 Apartment 810  
 Apartment 811  
 Apartment 812  
 Apartment 813  
 Apartment 814  
 Apartment 815  
 Apartment 816  
 Apartment 817  
 Apartment 818  
 Apartment 819  
 Apartment 820  
 Apartment 821  
 Apartment 822  
 Apartment 823  
 Apartment 824

**EXHIBIT "D"**  
 PAGE 29  
 ANNEXED HERETO AND MADE  
 A PART HEREOF  
 DECLARATION OF CONDOMINIUM  
 BY CEDAR LAKE DEVELOPERS, INC.  
 DRAWING SCALE: 1/8" = 1'-0"

**PROPOSED PHASE II**  
**EIGHTH FLOOR PLAN**  
**SILVER THATCH ATLANTIC PLAZA**  
**CONDOMINIUM**

DATE: 11/8	SCALE: 1/8" = 1'-0"
BY: J.M. COOPER & ASSOCIATES, INC.	DATE: 11/8
PROJECT: 11/8	SCALE: 1/8" = 1'-0"

THIS FLOOR PLAN IS THE PROPERTY OF J.M. COOPER & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF J.M. COOPER & ASSOCIATES, INC.



APARTMENT 901  
 APARTMENT 902  
 APARTMENT 903  
 APARTMENT 904  
 APARTMENT 905  
 APARTMENT 906  
 APARTMENT 907  
 APARTMENT 908  
 APARTMENT 909  
 APARTMENT 910  
 APARTMENT 911  
 APARTMENT 912  
 APARTMENT 913  
 APARTMENT 914  
 APARTMENT 915

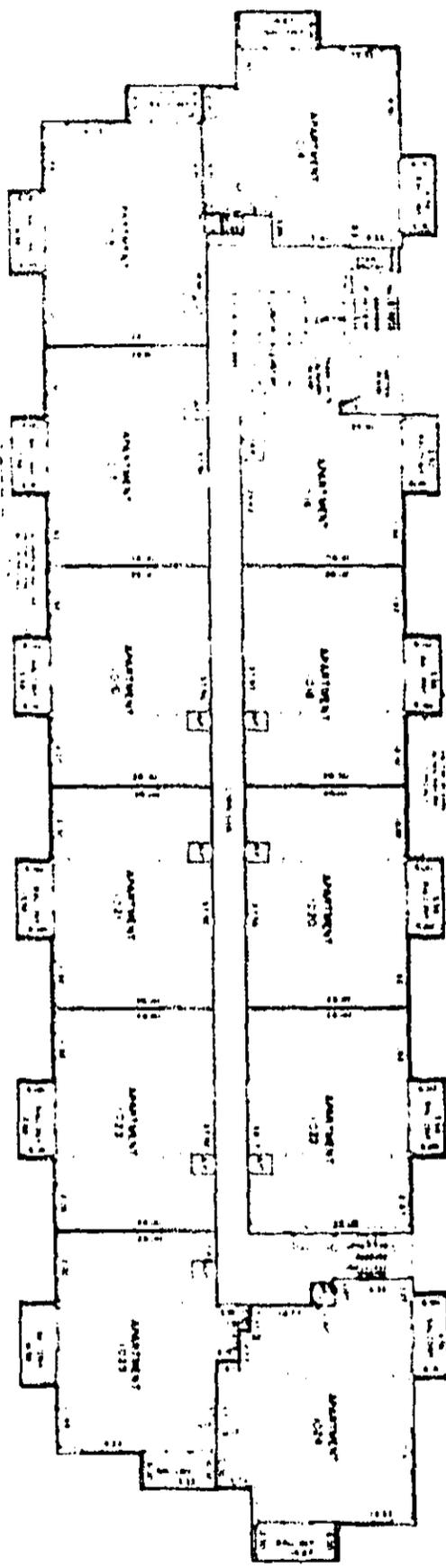
**EXHIBIT "D"**  
 PAGE 30  
 ANNEXED HERETO AND MADE  
 A PART HEREOF  
 DECLARATION OF CONDOMINIUM  
 BY CEDAR LAKE DEVELOPERS, INC.

PROPOSED PHASE II  
 NINTH FLOOR PLAN  
 SILVER THATCH ATLANTIC PLAZA  
 CONDOMINIUM

NOTE:  
 This plan was prepared by the Architect, and does not constitute a contract. It is subject to the terms and conditions of the contract documents, including the Declaration of Condominium, which are incorporated herein by reference. The Architect assumes no responsibility for the accuracy of the information shown on this plan, and the user of this plan should verify the information shown on this plan with the appropriate authorities.

PREPARED BY: CEDAR LAKE DEVELOPERS, INC.  
 1000 N. W. 10th St., Ft. Lauderdale, Fla. 33304  
 DATE: 10/1/78  
 DRAWN BY: J. L. BROWN  
 CHECKED BY: J. L. BROWN  
 SCALE: AS SHOWN

N



COMMON AREAS  
 APARTMENT 1001  
 APARTMENT 1002  
 APARTMENT 1003  
 APARTMENT 1004  
 APARTMENT 1005  
 APARTMENT 1006  
 APARTMENT 1007  
 APARTMENT 1008  
 APARTMENT 1009  
 APARTMENT 1010

**EXHIBIT "D"**

PAGE 31

ANNEXED HERETO AND MADE  
 A PART HEREOF  
 DECLARATION OF CONDOMINIUM  
 BY CEDAR LAKE DEVELOPERS, INC.

UNANNEXED SCALE: AS SHOWN

NOTES:  
 1. THIS FLOOR PLAN IS A PART OF THE RECORD DRAWINGS FOR THE TENTH FLOOR OF THE SILVER THATCH ATLANTIC PLAZA CONDOMINIUM. IT IS TO BE USED IN CONNECTION WITH THE DECLARATION OF CONDOMINIUM AND THE UNIT COVENANTS AND BYLAWS FOR THE SILVER THATCH ATLANTIC PLAZA CONDOMINIUM. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.  
 2. THE DIMENSIONS SHOWN ON THIS FLOOR PLAN ARE APPROXIMATE AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.  
 3. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE DIMENSIONS SHOWN ON THIS FLOOR PLAN.

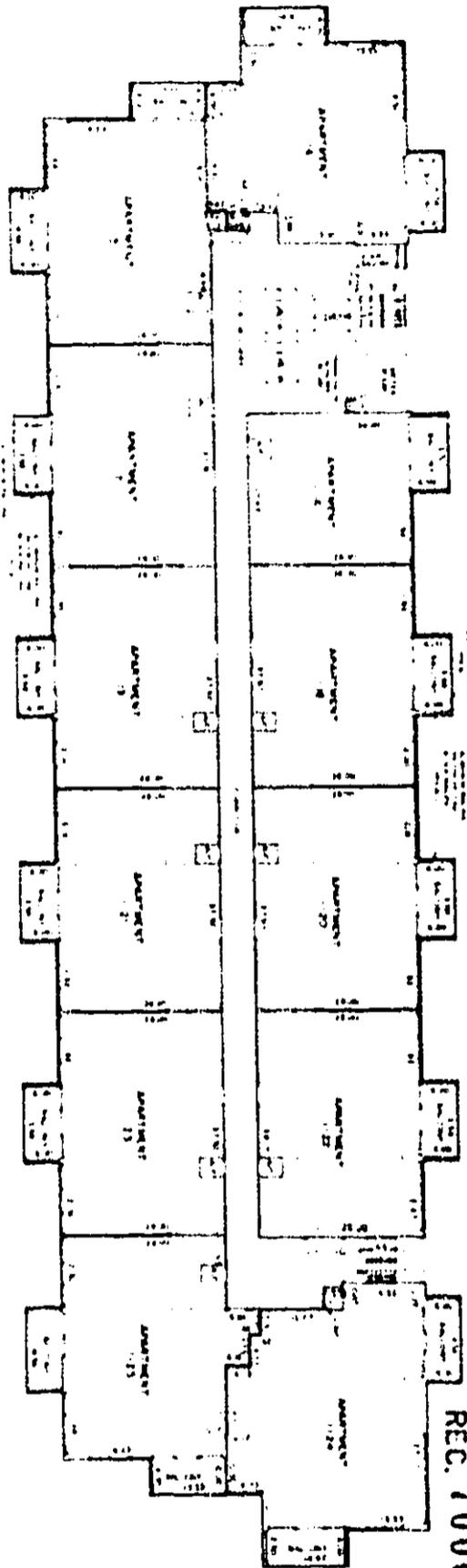
PROPOSED PHASE II  
**TENTH FLOOR PLAN**  
 SILVER THATCH ATLANTIC PLAZA  
 CONDOMINIUM

ARCHITECT: [illegible]  
 DATE: [illegible]  
 SCALE: [illegible]

DATE	BY	CHKD
10/1/88	[illegible]	[illegible]

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N

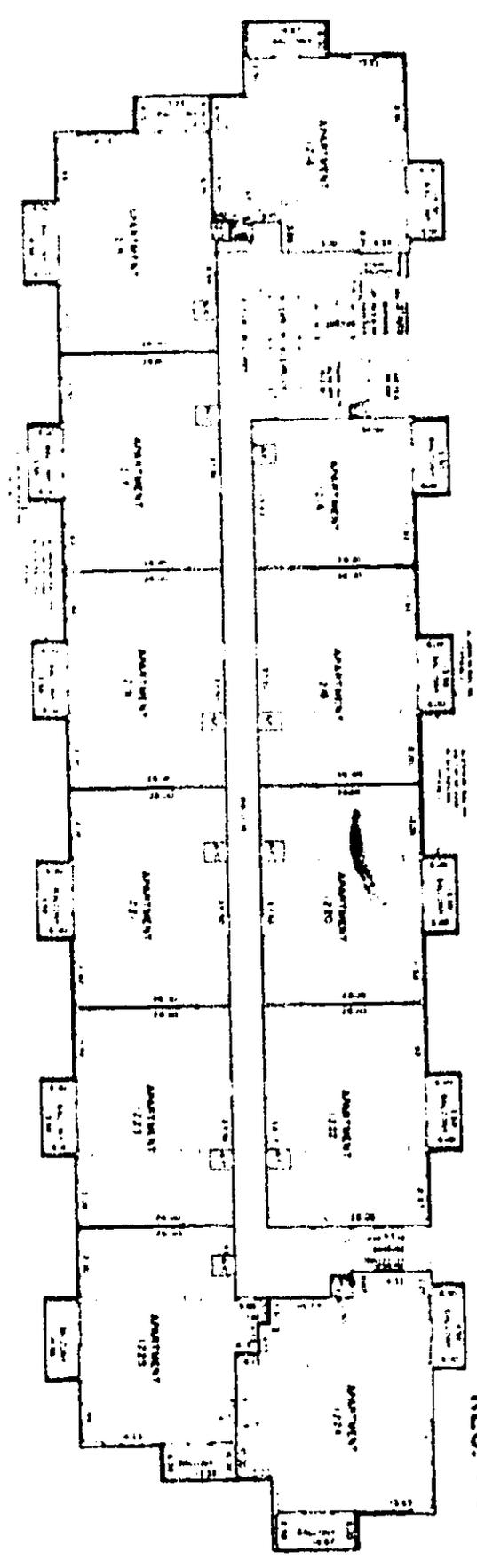


APARTMENT 1  
APARTMENT 2  
APARTMENT 3  
APARTMENT 4  
APARTMENT 5  
APARTMENT 6  
APARTMENT 7  
APARTMENT 8  
APARTMENT 9  
APARTMENT 10  
APARTMENT 11  
APARTMENT 12  
APARTMENT 13  
APARTMENT 14  
APARTMENT 15  
APARTMENT 16  
APARTMENT 17  
APARTMENT 18  
APARTMENT 19  
APARTMENT 20

**EXHIBIT "D"**  
PAGE 32  
ANNEXED HERETO AND MADE  
A PART HEREOF  
DECLARATION OF CONDOMINIUM  
BY CEDAR LAKE DEVELOPERS, INC  
Dated: 04/11/77

NOTES:  
1. THIS FLOOR PLAN IS A PART OF THE PROPOSAL FOR THE DEVELOPMENT OF THE  
SILVER THATCH ATLANTIC PLAZA CONDOMINIUM. THE DEVELOPER'S INTENT IS TO  
CONSTRUCT AND OPERATE THE CONDOMINIUM IN ACCORDANCE WITH THE  
DECLARATION OF CONDOMINIUM AND THE BY-LAWS OF THE CONDOMINIUM  
ASSOCIATION. THE DEVELOPER'S INTENT IS TO CONSTRUCT AND OPERATE THE  
CONDOMINIUM IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM AND  
THE BY-LAWS OF THE CONDOMINIUM ASSOCIATION.

PROPOSED PHASE II	
ELEVENTH FLOOR PLAN	
SILVER THATCH ATLANTIC PLAZA	
CONDOMINIUM	
PREPARED BY	ARCHITECT
DATE	SCALE
3/21/77	1"=10'
3/21/77	1"=10'
3/21/77	1"=10'



APARTMENT 1721  
 APARTMENT 1722  
 APARTMENT 1723  
 APARTMENT 1724  
 APARTMENT 1725  
 APARTMENT 1726  
 APARTMENT 1727  
 APARTMENT 1728

**EXHIBIT "D"**  
 PAGE 33  
 ANNEXED HERETO AND MADE  
 A PART HEREOF  
 DECLARATION OF CONDOMINIUM  
 BY CEDAR LAKE DEVELOPERS, INC.

THIS FLOOR PLAN IS A PART OF THE DECLARATION OF CONDOMINIUM FOR THE TWELFTH FLOOR PLAN OF SILVER THATCH ATLANTIC PLAZA CONDOMINIUM. IT IS HEREBY DECLARED THAT THE UNITS SHOWN ON THIS FLOOR PLAN ARE TO BE CONVEYED TO THE OWNERS OF THE UNITS SHOWN ON THIS FLOOR PLAN AS INDICATED BY THE NUMBERS AND LETTERS SHOWN ON THIS FLOOR PLAN.

PROPOSED PHASE II  
**TWELFTH FLOOR PLAN**  
 SILVER THATCH ATLANTIC PLAZA  
 CONDOMINIUM

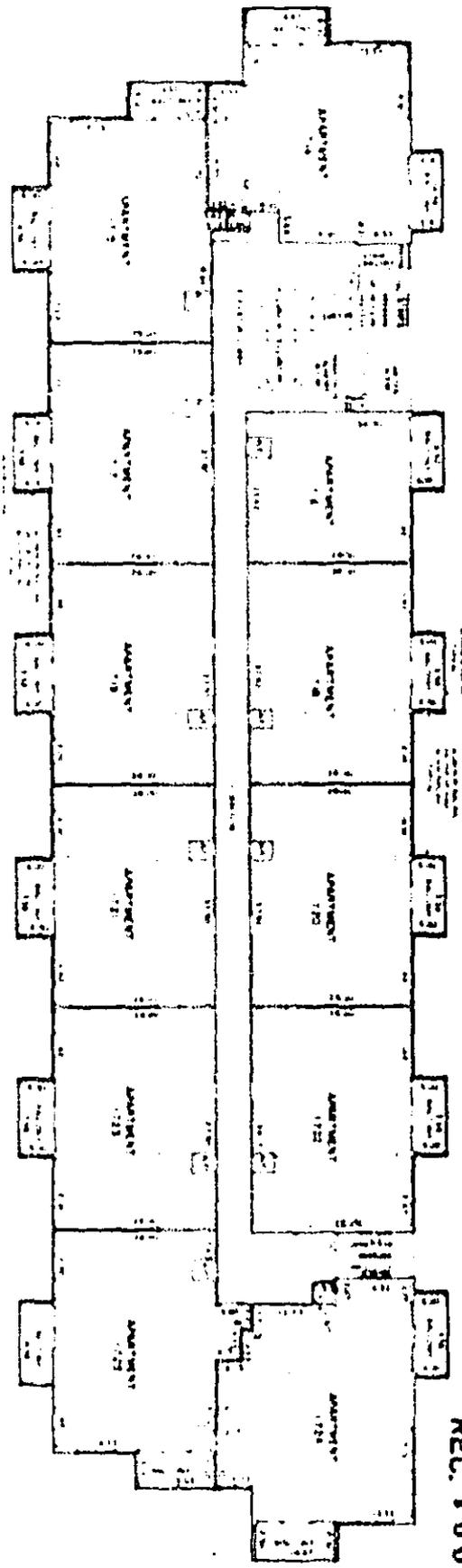
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 CHECKED BY: [illegible]







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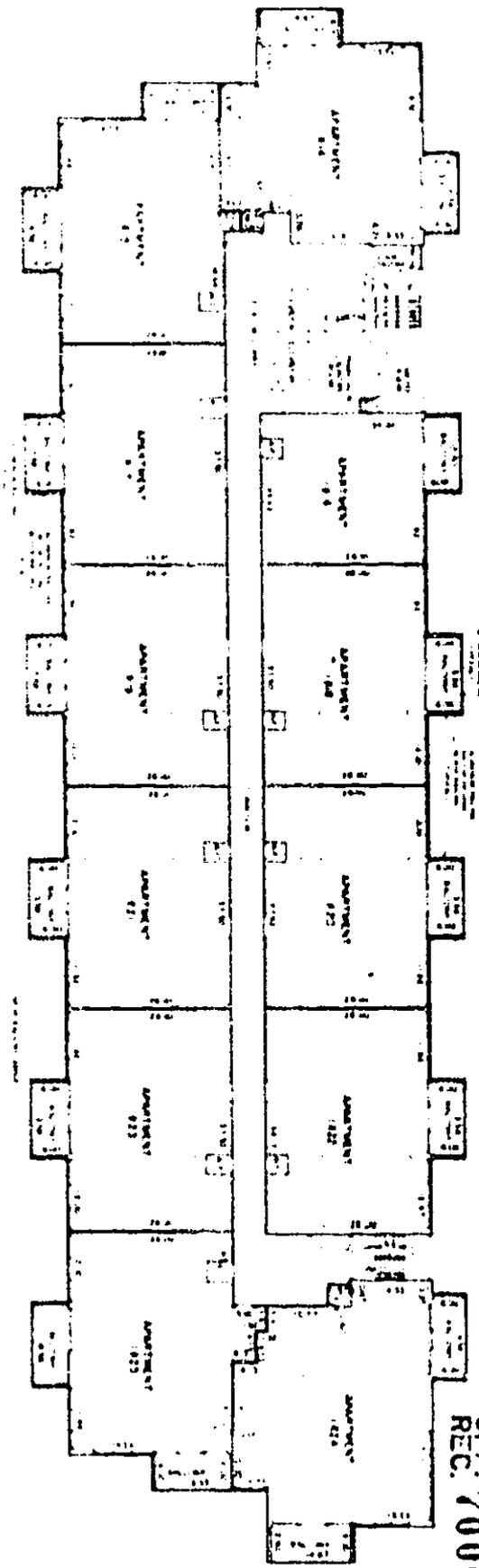
APARTMENT 101  
APARTMENT 102  
APARTMENT 103  
APARTMENT 104  
APARTMENT 105  
APARTMENT 106  
APARTMENT 107  
APARTMENT 108  
APARTMENT 109  
APARTMENT 110  
APARTMENT 111  
APARTMENT 112  
APARTMENT 113  
APARTMENT 114  
APARTMENT 115  
APARTMENT 116

**EXHIBIT "D"**  
PAGE 37  
ANNEXED HERETO AND MADE  
A PART HEREOF  
DECLARATION OF CONDOMINIUM  
BY CEDAR LAKE DEVELOPERS, INC.  
JANUARY 15, 1981

NOTES:  
1. THIS FLOOR PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.  
2. THE EXACT DIMENSIONS OF THE UNITS AND COMMON AREAS WILL BE DETERMINED BY THE ARCHITECT.  
3. THE UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO BUILDING CODE AND ALL APPLICABLE ORDINANCES.  
4. THE UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO PLUMBING CODE AND ALL APPLICABLE ORDINANCES.  
5. THE UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO ELECTRICAL CODE AND ALL APPLICABLE ORDINANCES.  
6. THE UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO MECHANICAL CODE AND ALL APPLICABLE ORDINANCES.  
7. THE UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO FIRE CODE AND ALL APPLICABLE ORDINANCES.  
8. THE UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO SAFETY CODE AND ALL APPLICABLE ORDINANCES.  
9. THE UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO HEALTH CODE AND ALL APPLICABLE ORDINANCES.  
10. THE UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO ENVIRONMENTAL CODE AND ALL APPLICABLE ORDINANCES.

PROPOSED PHASE II  
SEVENTEENTH  
FLOOR PLAN  
SILVER TRATCH ATLANTIC PLAZA  
CONDOMINIUM  
DECLARATION OF CONDOMINIUM  
BY CEDAR LAKE DEVELOPERS, INC.  
JANUARY 15, 1981  
OFFICIAL RECORD NO. 830 N

OFF. 7000 PAGE 831 N



UNIT 801 1,100 sq. ft.  
 UNIT 802 1,100 sq. ft.  
 UNIT 803 1,100 sq. ft.  
 UNIT 804 1,100 sq. ft.  
 UNIT 805 1,100 sq. ft.  
 UNIT 806 1,100 sq. ft.  
 UNIT 807 1,100 sq. ft.  
 UNIT 808 1,100 sq. ft.  
 UNIT 809 1,100 sq. ft.  
 UNIT 810 1,100 sq. ft.  
 UNIT 811 1,100 sq. ft.  
 UNIT 812 1,100 sq. ft.  
 UNIT 813 1,100 sq. ft.  
 UNIT 814 1,100 sq. ft.  
 UNIT 815 1,100 sq. ft.  
 UNIT 816 1,100 sq. ft.  
 UNIT 817 1,100 sq. ft.  
 UNIT 818 1,100 sq. ft.  
 UNIT 819 1,100 sq. ft.  
 UNIT 820 1,100 sq. ft.  
 UNIT 821 1,100 sq. ft.  
 UNIT 822 1,100 sq. ft.  
 UNIT 823 1,100 sq. ft.

**EXHIBIT "D"**  
 PAGE 38  
 ANNEXED HERETO AND MADE  
 A PART HEREOF  
 DECLARATION OF CONDOMINIUM  
 BY CEDARLAND DEVELOPERS, INC.

PROPOSED PHASE II  
 EIGHTEENTH  
 FLOOR PLAN  
 SILVER THATCH ATLANTIC PLAZA  
 CONDOMINIUM

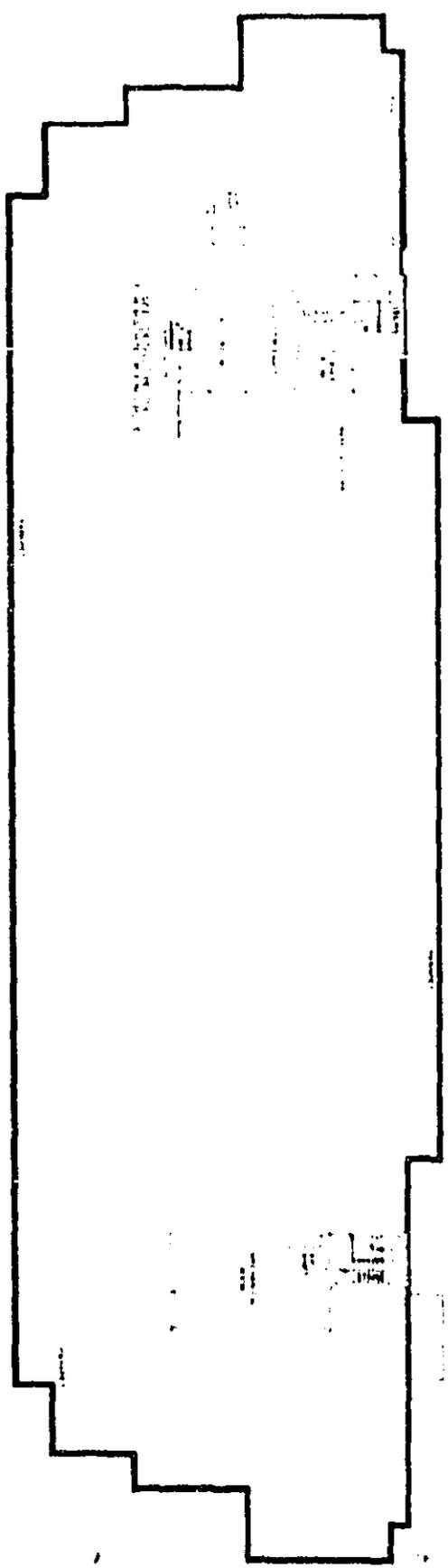
DATE	SCALE
1987 12 22	SCALE 1/8" = 1'-0"
PROJECT NO.	315
DATE	1987 12 22
SCALE	SCALE 1/8" = 1'-0"
PROJECT NO.	315
DATE	1987 12 22
SCALE	SCALE 1/8" = 1'-0"
PROJECT NO.	315

NOTED: This floor plan is a preliminary drawing and is subject to change without notice. It is not to be used for construction purposes. The final floor plan will be provided upon completion of the design process.



OFF. 7000 PAGE 833

N



**EXHIBIT "D"**

PAGE 40

ANNEXED HERETO AND MADE  
A PART HEREOF  
DECLARATION OF CONDOMINIUM  
BY CEDAR LAKE DEVELOPERS, INC.

*Handwritten:*  
MAY 1988

PROPOSED PHASE II  
**ROOF PLAN**  
SILVER THATCH ATLANTIC PLAZA  
CONDOMINIUM

DATE	BY	SCALE
5-8-88	J. W. HARRIS	1/8" = 1'-0"
5-22-88	J. W. HARRIS	1/8" = 1'-0"
8-15-88	J. W. HARRIS	1/8" = 1'-0"

THIS  
PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR  
COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

SILVER TRATCH ATLANTIC PLAZA CONDOMINIUM APARTMENTS

*EWING T. E.*

PERCENTAGES OF OWNERSHIP OF COMMON ELEMENTS AND OF MAINTENANCE RESPONSIBILITY

PHASE I

FLOOR	UNIT 1	UNIT 2	UNIT 3	UNIT 4	UNIT 5	UNIT 6	UNIT 7	UNIT 8	UNIT 9	UNIT 10	UNIT 11	UNIT 12
2 & 3	2.075											
4	0.569		0.400	0.589	0.559	0.509	0.559	0.589	0.559	0.589	0.673	0.766
5	0.569	0.572	0.374	0.534	0.534	0.534	0.534	0.534	0.534	0.534	0.673	0.578
6	0.569	0.611	0.374	0.534	0.534	0.534	0.534	0.534	0.534	0.534	0.673	0.578
7	0.569	0.611	0.374	0.534	0.534	0.534	0.534	0.534	0.534	0.534	0.673	0.578
8	0.569	0.611	0.374	0.534	0.534	0.534	0.534	0.534	0.534	0.534	0.673	0.578
9	0.569	0.611	0.374	0.534	0.534	0.534	0.534	0.534	0.534	0.534	0.673	0.578
10	0.569	0.611	0.374	0.534	0.534	0.534	0.534	0.534	0.534	0.534	0.673	0.578
11	0.569	0.611	0.374	0.534	0.534	0.534	0.534	0.534	0.534	0.534	0.673	0.578
12	0.569	0.571	0.374	0.534	0.534	0.534	0.534	0.534	0.534	0.534	0.673	0.578
14	0.569	0.571	0.374	0.534	0.534	0.534	0.534	0.534	0.534	0.534	0.673	0.578
15	0.569	0.571	0.374	0.534	0.534	0.534	0.534	0.534	0.534	0.534	0.673	0.578
16	0.569	0.571	0.374	0.534	0.534	0.534	0.534	0.534	0.534	0.534	0.673	0.578
17	0.569	0.571	0.374	0.534	0.534	0.534	0.534	0.534	0.534	0.534	0.673	0.578
18	0.569	0.571	0.374	0.534	0.534	0.534	0.534	0.534	0.534	0.534	0.673	0.578
19	0.569	0.571	0.400	0.559	0.559	0.559	0.559	0.559	0.559	0.559	0.673	0.578
TOTAL											100.000%	



EXHIBIT "C"  
LEGAL DESCRIPTION  
RECREATION LANDS

The East one-half (E $\frac{1}{2}$ ) of Lot 7, and all of Lots 8, 9,  
10, 12, 13, 14, and 15, Plot No. 1, and Plot "E", NORTH BEACH  
COMPANY INC. PROPERTIES, according to the Plat thereof recorded  
in Plat Book 33, Page 36, of the Public Records of Broward  
County, Florida.

D.F.B.  
3-28-77

REF: 7000 PAGE 806

FIELD BOOK No. \_\_\_\_\_

DRAWN BY \_\_\_\_\_

JOB ORDER No. \_\_\_\_\_

CHECKED BY \_\_\_\_\_

ARTICLES OF INCORPORATION  
OF  
SILVER THATCH ATLANTIC PLAZA CONDOMINIUM ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)

In order to form a corporation not for profit, under and in accordance with Chapter 617, Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not for profit for the purposes and with powers hereinafter set forth and to that end we do, by these Articles of Incorporation, certify as follows:

ARTICLE I

NAME

The name of this Corporation shall be SILVER THATCH ATLANTIC PLAZA CONDOMINIUM ASSOCIATION, INC., whose present address is 531 North Ocean Boulevard, Pompano Beach, Florida 33062.

ARTICLE II

PURPOSE

The purpose for which this Corporation is formed is to operate as an Association as that term is defined in Chapter 718.103 (2), Florida Statutes, and in the Declaration of Condominium of Silver Thatch Atlantic Plaza Condominium. This corporation shall be the Association for Silver Thatch Atlantic Plaza Condominium.

ARTICLE III

DEFINITIONS

Terms which appear in these Articles, which also appear in the Florida Condominium Act as defined terms, shall have the meanings assigned to them in the Act and in addition those meanings assigned to them in the Declaration of Condominium of Silver Thatch Atlantic Plaza Condominium.

ARTICLE IV

POWERS

A. The Association shall have the following powers which shall be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Condominium Documents or the Act.

2. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following:

(a) To make, establish and enforce reasonable rules and regulations governing the Silver Thatch Atlantic Plaza Condominium and the use of Apartments, Common Elements, Limited Common Elements, Building Areas and Condominium Property;

(b) To make, levy, collect and enforce assessments against Apartment Owners to provide funds to pay for the expenses of the Association and the maintenance, operation and management of the Silver Thatch Atlantic Plaza Condominium in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association;

(c) To maintain, repair, replace and operate the Condominium Property in accordance with the Condominium Documents and the Act;

(d) To reconstruct improvements of the Condominium Property in the event of casualty or other loss;

(e) To enforce by legal means the provisions of the Condominium Documents;

(f) To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and the Silver Thatch Atlantic Plaza Condominium and to enter into any other agreements consistent with the purposes of the Association.

#### ARTICLE V

#### MEMBERS

A. The qualification of Members, the manner of their admission to membership, the manner of the termination of such membership, and voting by Members shall be as follows:

1. Until such time as Silver Thatch Atlantic Plaza Condominium is submitted to condominium ownership by the recordation of its Declaration, the Membership of this Association shall be comprised solely of the subscribers ("Subscriber Members") to these Articles; and, in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one vote on all matters requiring a vote of the Membership.

2. Once the Silver Thatch Atlantic Plaza Condominium is created by the recordation of its Declaration, the Subscriber Members rights and interests shall be automatically terminated and the Apartment Owners within the Condominium, which shall mean in the first instance the Developer as the owner of the Apartments, shall be entitled to exercise all of the rights and privileges of Members.

3. Membership in the Association shall be established by the acquisition of ownership of fee title to an Apartment in the Silver Thatch Atlantic Plaza Condominium as evidenced by the recording

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REC.

of an instrument of conveyance amongst the Public Records of Broward County, Florida, whereupon the membership of the prior owner thereof, if any, shall terminate as to that Apartment. Where title to an Apartment is acquired by conveyance from a party other than the Developer in the case of sale, acquisition, inheritance, devise, judicial decree or otherwise, the person or persons thereby acquiring such Apartment shall not be a Member unless or until such acquisition is in compliance with Article XIV of the Declaration. New Members shall deliver a true copy of the deed or other instrument of acquisition of title to the Association.

4. No Member may assign, hypothecate or transfer in any manner his membership or his share in the funds and assets of the Association except as an appurtenance to his Apartment.

5. In the event the Silver Thatch Atlantic Plaza Condominium is terminated in accordance with its Declaration, the former Apartment Owners in such terminated Silver Thatch Atlantic Plaza Condominium shall no longer be Members of the Association.

6. The following provisions shall govern the right of each Member to vote and the manner of exercising such right:

(a) There shall be only one vote for each Apartment, and if there is more than one Owner with respect to an Apartment as a result of the fee interest in such Apartment being held by more than one person, such Owners collectively shall be entitled to only one vote in the manner determined by the Declaration.

(b) All of the members of the Association shall vote thereon as one body.

(c) The Members shall elect the Board in the manner provided in Article X of these Articles of Incorporation.

ARTICLE VI

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VII

SUBSCRIBERS

The subscribers to these Articles of Incorporation are as follows:

Adolfs Ferlins	531 North Ocean Boulevard Pompano Beach, Florida 33062
Talivaldis Buss	531 North Ocean Boulevard Pompano Beach, Florida 33062
Olgerts A. Bodnieks	531 North Ocean Boulevard Pompano Beach, Florida 33062

ARTICLE VIII

OFFICERS

A. The affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a Treasurer, and if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which offices shall be subject to the directions of the Board.

B. The Board shall elect the President, a Vice President, a Secretary, and a Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board, provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible, provided,

however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE IX  
FIRST OFFICERS

The names of the Officers who are to serve until the first election of officers by the Board are as follows:

President	Adolfs Ferlins
Secretary	Olgerts A. Bodnieks
Treasurer	Talivaldis Buss

ARTICLE X  
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors (the "First Board") shall be three (3). The number of Directors elected subsequent to the First Board shall be as provided in Paragraph C of this Article X.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Adolfs Ferlins	531 North Ocean Boulevard Pompano Beach, Florida 33062
Olgerts A. Bodnieks	531 North Ocean Boulevard Pompano Beach, Florida 33062
Talivaldis Buss	531 North Ocean Boulevard Pompano Beach, Florida 33062

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve as hereinafter provided. After the closing on the first apartment sold by the Developer in Silver Thatch Atlantic Plaza Condominium, the Board of Directors shall be increased to five (5) members, all

whom shall be appointed by the Developer subject to the further provisions of this Article.

C. 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. Unit owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of Directors:

1. Three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to the purchasers;

2. Three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to the purchasers;

3. When all 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, or;

4. 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;

whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale, in the ordinary course of business, any unit in the Condominium operated by the Association. For the purposes of this Article, the total number of units in the Condominium which will be operated ultimately by the Association shall be 360, unless and until the Developer, in accordance with the provisions of Article VII D, of the Declaration of Condominium, records an instrument in the Public Records indicating

its intention not to develop Phase II of the Condominium. In the event the Developer does record such an instrument in the Public Records of Broward County, Florida, the total number of units which will be operated by the Association shall thereafter be considered to be 180 units.

ARTICLE XI  
INDEMNIFICATION

Every Director and every officer, elected or otherwise, of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding or litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or Officer at the time such expenses are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association, and in instances where a Director or Officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or Officer may be entitled whether by statute or common law.

ARTICLE XII  
BY-LAWS

The By-Laws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws.

ARTICLE XIII

AMENDMENTS

A. Prior to the recording of the Declaration of the Silver Thatch Atlantic Plaza Condominium amongst the Public Records of Broward County, Florida, these Articles may be amended only by an instrument in writing signed by all of the subscribers to these Articles and filed in the Office of the Secretary of State of the State of Florida. The instrument amending the Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration of Silver Thatch Atlantic Plaza Condominium upon the recording of any such Declaration.

B. After the recording of the Declaration of the Silver Thatch Atlantic Plaza Condominium amongst the Public Records of Broward County, Florida, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be first designated by either the Board or the Membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the Membership must be by a vote of two-thirds (2/3) of the Members present at a meeting of the Membership at which a quorum is present and approval by the Board must be by two-thirds (2/3) of the Directors present at any meeting of the Directors at which a quorum is present. Nothing in this Paragraph 2 shall be deemed to

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prevent the Board from determining that a proposed amendment shall be voted on by Members and Directors in accordance with Article V hereof.

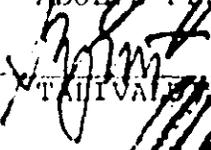
C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

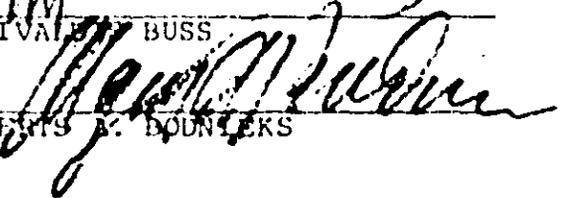
D. A copy of each amendment shall be certified by the Secretary of State and recorded amongst the Public Records of Broward County, Florida.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of the Developer, including the right to designate and select the Directors as provided in Article X hereof, without the prior written consent therefor by the Developer.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 18 day of April, 1977.

  
 \_\_\_\_\_  
 ADOLFS FERLINS

  
 \_\_\_\_\_  
 TALIVALDIS BUSS

  
 \_\_\_\_\_  
 OLGERTS A. BODNIEKS

STATE OF FLORIDA            )  
COUNTY OF BROWARD        )

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared ADOLFS FERLINS, TALIVALDIS BUSS, and OLGERTS A. BODNIEKS, to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State  
last aforesaid this 18 day of April, 1977.

  
\_\_\_\_\_  
Notary Public

My commission expires:

Henry P. Mc...  
by Commission...  
Notary Public

CERTIFICATE DESIGNATING REGISTERED AGENT  
FOR SERVICE OF PROCESS

---

Pursuant to Chapter 48.091, Florida Statutes, the undersigned hereby designates ADOLFS FERLINS, 531 North Ocean Boulevard, City of Pompano Beach, County of Broward, State of Florida, as its Registered Agent to accept service of process within this State.

SILVER THATCH ATLANTIC PLAZA  
CONDOMINIUM ASSOCIATION, INC.

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



The undersigned hereby accepts the foregoing designation as Registered Agent for service of process within the State of Florida, and agrees to comply with the provisions of law applicable to said designation.

\_\_\_\_\_  
ADOLFS FERLINS



BY-LAWS  
OF  
SILVER THATCH ATLANTIC PLAZA CONDOMINIUM ASSOCIATION, INC.

Section 1. Identification of Association

These are the By-Laws of SILVER THATCH ATLANTIC PLAZA CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association", as duly adopted by its Board of Directors. The Association is a corporation not for profit organized pursuant to and under Chapter 617 of the Florida Statutes for the purpose of managing, operating, and administering the Silver Thatch Atlantic Plaza Condominium.

1.1 The office of the Association shall be for the present at 531 North Ocean Boulevard, Pompano Beach, Florida, and thereafter may be located at any place in Broward County, Florida, designated by the Board of Directors of the Association.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the Association shall bear the name of the Association; the word "Florida", and the words "Corporation Not for Profit".

Section 2. Explanation of Terminology

Any terms contained in these By-Laws which are contained in the Act shall have the meaning thereof set forth in the Act and also the meanings defined in the Declaration of Condominium of Silver Thatch Atlantic Plaza Condominium.

Section 3. Membership, Members' Meetings, Voting and Proxies

3.1 The qualification of Members, the manner of their admission to membership in the Association, and the manner of the termination of such membership shall be as set forth in Article V of the Articles.

3.2 The Members shall meet annually at the office of the Association or such other place in Broward County, Florida, as determined by the Board and as designated in the notice of such meeting at 7:30 o'clock P.M. Eastern Standard Time on the second Wednesday in the month of March of year (the "Annual Members Meeting") commencing with the year 1978; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Wednesday which is not a legal holiday. The purpose of the Annual Members Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article X of the Articles), and to transact any other business authorized to be transacted by the Members.

3.3 Special meetings of the Members shall be held at any place within the County of Broward, State of Florida, whenever called by the President, Vice President or a majority of the Board. A special meeting must be called by the President or Vice President of the Association upon receipt of a written request from one-third (1/3) of the entire Membership.

3.4 A written notice of all meetings of Members (whether the Annual

Members Meeting or a special meeting of the Members) shall be mailed to each Member entitled to vote thereat at his last known address as it appears on the books of the Association not less than fourteen (14) days nor more than thirty (30) days prior to the date of such meeting. Proof of such mailing shall be given by the affidavit of the person who mailed such notice. The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by an officer of the Association. Notice of all meetings of Members shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) days prior to any such meeting. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting, which waiver shall be in writing and shall set forth a waiver of written notice of such meeting.

3.5 The Membership at the discretion of the Board, may act by written agreement in lieu of a meeting provided that written notice of the matter, or matters, to be determined by such Members is given to the Membership at the addresses and within the time periods set forth in Section 3.4 herein or is duly waived in accordance with such Section. Any determination as to the matter or matters to be determined pursuant to such notice by the number of persons that would be able to determine the subject matter at a meeting shall be binding on the Membership provided a quorum of the Membership responds in writing to such notice in the manner set forth in the notice. Any such notice shall set forth a time period during which time a response may be made thereto.

3.6 A quorum of the Membership shall consist of persons entitled to cast a majority of the votes of the entire Membership. A Member may join in the action of a meeting by signing and concurring in the minutes thereof, and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if such question is one upon which by express provisions of the Act, or the Condominium Documents, requires a vote other than such majority vote, then such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of the Membership cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the adjournment of a meeting notice to the Members of such adjournment shall, subject to the Act, be in the manner determined by the Board.

3.8 Minutes of all meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times.

3.9 Voting rights of Members shall be as stated in the Declaration and Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in his place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. A proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast pursuant to such proxy.

3.10 At any time prior to a vote upon any matter at a meeting of the Membership, any member may raise the question of the use of a secret written ballot for the voting on any matter. In the event of the use of such secret written ballot, the chairman of the meeting shall call for nominations and the election of inspectors of election to collect and tally such written ballots upon the completion of the balloting upon such matter.

#### Section 4. Board of Directors; Directors' Meetings

4.1 The form of administration of the Association shall be by a Board of Directors. The "First Board", as defined in Article IX of the Articles shall consist of three (3) Directors and at no time shall there be less than three (3) Directors on the Board.

4.2 The election and, if applicable, designation of Directors, shall be conducted in accordance with the Articles.

4.3 Subject to the Developer's rights set forth in Section 4.5(b) below, vacancies in the Board shall be filled by persons elected by the remaining Directors. Any such person shall be a Director and have all of the Rights, Privileges, duties and obligations as a Director elected at an Annual Members Meeting and shall serve for the term prescribed in Section 4.4 of these By-Laws.

4.4 The term of each Director's service shall extend until the next Annual Members Meeting and/or until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided herein.

4.5 (a) A Director elected by the "Owner Members", as provided in the Articles, may be removed from office upon the affirmative vote of two-thirds (2/3) of the Owner Members at a special meeting of the Owner Members for any reason deemed by the Owner Members to be in the best interests of the Association. However, before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting

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at which said motion is to be made, and such Director shall be given an opportunity to be heard at such meeting should he be present prior to the vote on his removal.

(b) A Director designated by the Developer, as provided in the Articles, may be removed only by the Developer at its sole and absolute discretion and without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy on the Board as to a Director designated by it, and the Developer shall notify the Board as to any such removal or vacancy and the name of the respective successor Director and of the commencement date for the term of such successor Director.

4.6 The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.7 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.8 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property forty-eight (48) hours in advance for the attention of Members. Any Director may waive notice of a meeting before, during or after such meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically otherwise provided in the Declaration, Articles, or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, notice to the Directors of such adjournment shall, subject to the Act, be as determined by the Board.

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4.10 The presiding officer at Board meetings shall be the President.

4.11 Directors' fees, if any, shall be determined by the majority of the Membership.

4.12 Minutes of all meetings of the Board shall be kept in a business-like manner and be available for inspection by Members and Directors at all reasonable times.

4.13 The Board shall have the power to appoint Executive Committees of the Board consisting of not less than three (3) Directors. Executive Committees shall have and exercise such powers of the Board as may be delegated to such Executive Committee by the Board.

4.14 Meetings of the Board shall be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in a meeting, the Member shall not be entitled to participate in any meeting of the Board, but shall only be entitled to act as an observer. In the event that a Member not serving as a Director or not otherwise invited by the Directors to participate in a meeting, attempts to become more than a mere observer at such meeting, or conducts himself in a manner detrimental to the carrying on of such meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person was specifically invited by the Directors to participate in such meeting.

#### Section 5. Powers and duties of the Board of Directors

All of the powers and duties of the Association, including those existing under the Act and the Condominium Documents, shall be exercised by the Board unless otherwise specifically delegated therein to the Members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Act and the Condominium Documents and shall include but not be limited to the following:

5.1 Making and collecting assessments against Members to pay the costs of Common Expenses. These assessments shall be collected by the Association through payments made directly to it by the Members as set forth in the Declaration.

5.2 Using the proceeds of assessments in the exercise of the powers and duties of the Association and the Board.

5.3 Maintaining, repairing and operating the Condominium Property.

5.4 Reconstructing improvements after casualties and losses and making further authorized improvements of the Condominium Property.

5.5 Making and amending rules and regulations with respect to the use of the Condominium Property.

5.6 Approving or disapproving of proposed resale purchasers, lessees, or mortgagees of Apartments and those acquiring Apartments by gift, devise, or inheritance, and other transferees, in accordance with the provisions set forth in the Declaration.

5.7 Enforcing by legal means the provisions of the Condominium Documents and the applicable provisions of the Act.

5.8 Entering into and terminating management agreements and contracts for the maintenance and care of the Condominium Property, including the power to delegate to third parties pursuant to such contracts all powers and duties of the Association with respect to the care and maintenance of such Property, except where approval of the Membership is specifically required by the Condominium Documents.

5.9 Paying taxes and assessments which are or may become liens against any Condominium Property other than the individual Apartments and the appurtenances thereto and assessing the same against Apartments which are or may become subject to such liens.

5.10 Purchasing and carrying insurance for the protection of Apartment Owners and the Association against casualty and liability for Condominium Property.

5.11 Paying costs of all power, water, sewer and other utilities services rendered to the Silver Thatch Atlantic Plaza Condominium and not billed to owners of individual Apartments.

5.12 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the purposes of this Association and paying all salaries therefor.

#### Section 6. Officers of the Association

6.1 The officers of the Association shall be a president, who shall be a Director, a Vice President, a Treasurer, a Secretary, and if the Board so determines an Assistant Treasurer and an Assistant Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the

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office of the President of an Association, including but not limited to the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. The President shall preside at all meetings of the Board.

6.3 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First", "second", etcetera, and shall exercise the powers and perform the duties of the Presidency in such order.

6.4 The Secretary shall keep the minutes of all meetings of the Board and the Membership, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board to do so. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

6.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer.

6.6 The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the Silver Thatch Atlantic Plaza Condominium.

#### Section 7. Accounting Records; Fiscal Management

7.1 The Association shall maintain accounting records in accordance with good accounting practices which shall be open to inspection by Members or their authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and be signed by the Member giving such

authorization and dated within sixty (60) days of the date of any such inspection. Written summaries of the accounting records shall be supplied at least annually to the Members. Such records shall include (a) a record of all receipts and expenditures; (b) an account for each Apartment which shall designate the name and address of the Apartment Owner, the amount of each assessment charged to the Apartment, the amounts and due dates for each assessment, and the amounts paid upon such account and the balance due.

7.2 (a) The Board shall adopt a budget of the Common Expenses of the Association for each forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose during the first two weeks of November of each year. Prior to the Budget Meeting a proposed budget shall be prepared by or on behalf of the Board which Budget shall include, but not be limited to, the following items of expenses:

- (i) Salaries
- (ii) Services
- (iii) Utilities
- (iv) Administration of the Association
- (v) Supplies and materials
- (vi) Insurance
- (vii) Security
- (viii) Repairs and maintenance
- (ix) Management fees
- (x) Taxes
- (xi) Operating capital
- (xii) Other expenses

Copies of the proposed budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's last known address as reflected on the books and records of the Association not less than thirty (30) days prior to said Budget Meeting.

(b) The Board may also include in any such proposed budget a sum of money as an assessment for the making of betterments to the Condominium Property or for the establishment of reserves for repair or replacement of the Condominium Property either annually or from time to time as the Board shall determine the same to be necessary. This sum of money so fixed shall then be levied upon the Members by the Board as a special assessment and shall be considered an "Excluded Expense" under Section 7.3(a) hereof.

(c) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a prorata basis any expenses which are prepaid in any one calendar year from Common Expenses which cover more than such calendar year; (iv) assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all unpaid operating expenses previously incurred; and (v) Common Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such Common Expenses is received. Notwithstanding the foregoing, regular and/or interim assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform to generally accepted accounting standards and principles.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

(e) An audit of the accounts of the Association shall be made annually by an auditor, accountant, or Certified Public Accountant designated by the Board and a copy of a report of such audit shall be furnished to each Member not later than the first day of March of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the books and records of the Association.

7.3 Until the provisions of Section 711.11(2)(f) of the Act relative to the recall of Directors are declared invalid by the Courts, or until amended by the Legislature, the following shall be applicable:

(a) Should the Budget adopted by the Board at the Budget Meeting require assessments against the Membership of an amount less than 115% of such assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the assessments required to meet the Budget exceed 115% of such assessments for said Membership for the preceding year (an "Excess Assessment"), then the provisions of Sub-sections 7.3(b), (c) and (d) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses (the

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"Excluded Expenses"), including the following:

(i) Reasonable reserves in respect of repair or replacement of the Condominium Property;

(ii) Anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis.

(iii) Assessments for betterments to the Condominium Property; and

(iv) Assessments for betterments to be imposed by the Board.

(b) When Developer is in control: Should the Excess Assessment be adopted by the Board before such time as the Owner Members, as defined in the Articles, are entitled to elect a majority of the Board as provided in the Articles, then a special meeting of the Members if all Members are affected by the Excess Assessment, shall be called by the Board which shall be held within twenty (20) days after the Budget Meeting. At said special meeting, the Excess Assessment shall be presented to the Members. If, at said special meeting of the Members, a majority of the Members shall not approve the Excess Assessment, then the Board shall reduce such items of anticipated expenses in the Budget allocated to the Members other than the Excluded Expenses in an amount necessary so that the Budget adopted by the Board will not be an Excess Assessment.

(c) After Developer's control is over: Should the Excess Assessment be adopted by the Board after such time as the Owner Members are entitled to elect a majority of the Board, then upon written application requesting a special meeting signed by ten (10%) per cent or more of the Members and delivered to the Board within twenty (20) days after the Budget Meeting, the Board shall call a special meeting to be held upon not less than ten (10) days' written notice to each Member, but within thirty (30) days of the delivery of such application to the Board. At said special meeting, the Members may consider and enact a revision of the Budget. The enactment of a revision of the Budget shall require approval of not less than two-thirds (2/3) of the Membership. If such a revised Budget is enacted at said special meeting, then the revised Budget shall be the final Budget, or if a revised Budget is not enacted at such special meeting, then the Budget originally

adopted by the Board shall be the final Budget. If no written application is delivered, as provided herein, then the Budget originally adopted by the Board shall be the final Budget.

(d) No Board shall be required to anticipate revenue from assessments or expend funds to pay for Common Expenses not included in the budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than income from assessments, then such deficits shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a special assessment to be levied by the Board as otherwise provided in the Declaration.

#### 7.4 Allocation of Common Expenses and Determination of Annual Assessment.

(a) The Budget constitutes an estimate of the expenses to be incurred by the Association for and on behalf of Silver Thatch Atlantic Plaza Condominium.

(b) Notwithstanding the allocation to each Apartment of its Annual Assessment, an Apartment Owner shall also be liable for any special assessments levied by the Board against his Apartment as provided in the Declaration.

#### Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations, for the operations of Silver Thatch Atlantic Plaza Condominium and the use of Condominium Property at any meeting of the Board; provided, however, that such rules and regulations are not inconsistent with the Condominium Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Apartment Owners at their last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

#### Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association, provided, however, if such Rules and Regulations are in conflict with the Articles, these By-Laws, the Declarations or the Act, then the Articles, By-Laws, Declarations, or Act, as the case may be, shall apply and govern.

#### Section 10. Amendment of the By-Laws

10.1 These By-Laws may be amended by the affirmative vote of not less than a majority of the Members present at a regular or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. An amendment may be approved at the same meeting of the Board and/or Membership at which such amendment is proposed.

10.2 An amendment may be proposed by either the Board or by the Membership,

and after being proposed and approved by one of such bodies, it must be approved by the other as above set forth in order to become enacted as an amendment.

10.3 No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority of any Approved Mortgagee as defined in the Declaration, the validity of the mortgage held by any such Approved Mortgagee or any of the rights of the Developer.

THE FOREGOING ARE THE BY-LAWS OF SILVER THATCH ATLANTIC PLAZA CONDOMINIUM ASSOCIATION, INC. A TRUE COPY OF THESE BY-LAWS SHALL BE ATTACHED TO EACH DECLARATION OF CONDOMINIUM OF A SILVER THATCH ATLANTIC PLAZA CONDOMINIUM AND FOR THAT PURPOSE THESE BY-LAWS HAVE BEEN JOINED IN BY THE DEVELOPER REFERRED TO AS SUCH IN THE DECLARATIONS.

SILVER THATCH ATLANTIC PLAZA CONDOMINIUM ASSOCIATION, INC.

(SEAL)

By: *Rowley's Firm*

Attest: *[Signature]*

Developer: CEDAR LAKE DEVELOPERS, INC.

(SEAL)

By: *Rowley's Firm*

Attest: *[Signature]*

DECLARATION OF CONDOMINIUM OF  
SILVER TWITCH ATLANTIC PLAZA CONDOMINIUM

EXHIBIT J

INTERIM ASSESSMENT FIGURES  
(PHASE 1)

<u>Apartment No.</u>	<u>Yearly Maintenance</u>	<u>Monthly Maintenance</u>
201	\$ 4,357.50	\$ 363.13
401	1,194.90	99.58
402	Manager's Apartment	
403	840.00	70.00
404	1,236.90	103.08
405	1,173.90	97.83
406	1,236.90	103.08
407	1,173.90	97.83
408	1,236.90	103.08
409	1,173.90	97.83
410	1,236.90	103.08
411	1,413.30	117.78
412	1,608.60	134.05
501	1,194.90	99.58
502	1,201.20	100.10
503	785.40	65.45
504	1,121.40	93.45
505	1,121.40	93.45
506	1,121.40	93.45
507	1,121.40	93.45
508	1,121.40	93.45
509	1,121.40	93.45
510	1,121.40	93.45
511	1,413.30	117.78
512	1,213.80	101.15
601	1,194.90	99.58
602	1,283.10	106.93
603	785.40	65.45
604	1,121.40	93.45
605	1,121.40	93.45
606	1,121.40	93.45
607	1,121.40	93.45
608	1,121.40	93.45
609	1,121.40	93.45
610	1,121.40	93.45
611	1,413.30	117.78
612	1,213.80	101.15
701	1,194.90	99.58
702	1,283.10	106.93
703	785.40	65.45
704	1,121.40	93.45
705	1,121.40	93.45
706	1,121.40	93.45
707	1,121.40	93.45
708	1,121.40	93.45
709	1,121.40	93.45
710	1,121.40	93.45
711	1,413.30	117.78
712	1,213.80	101.15
801	1,194.90	99.58
802	1,283.10	106.93
803	785.40	65.45
804	1,121.40	93.45
805	1,121.40	93.45
806	1,121.40	93.45
807	1,121.40	93.45
808	1,121.40	93.45
809	1,121.40	93.45
810	1,121.40	93.45
811	1,413.30	117.78
812	1,213.80	101.15

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EXHIBIT J  
INTERIM ASSESSMENT FIGURES (PHASE I)

<u>Apartment No.</u>	<u>Yearly Maintenance</u>	<u>Monthly Maintenance</u>
901	\$ 1,194.90	\$ 99.58
902	1,283.10	106.93
903	785.40	65.45
904	1,121.40	93.45
905	1,121.40	93.45
906	1,121.40	93.45
907	1,121.40	93.45
908	1,121.40	93.45
909	1,121.40	93.45
910	1,121.40	93.45
911	1,413.30	117.78
912	1,213.80	101.15
1001	1,194.90	99.58
1002	1,283.10	106.93
1003	785.40	65.45
1004	1,121.40	93.45
1005	1,121.40	93.45
1006	1,121.40	93.45
1007	1,121.40	93.45
1008	1,121.40	93.45
1009	1,121.40	93.45
1010	1,121.40	93.45
1011	1,413.30	117.78
1012	1,213.80	101.15
1101	1,194.90	99.58
1102	1,283.10	106.93
1103	785.40	65.45
1104	1,121.40	93.45
1105	1,121.40	93.45
1106	1,121.40	93.45
1107	1,121.40	93.45
1108	1,121.40	93.45
1109	1,121.40	93.45
1110	1,121.40	93.45
1111	1,413.30	117.78
1112	1,213.80	101.15
1201	1,194.90	99.58
1202	1,199.10	99.93
1203	785.40	65.45
1204	1,121.40	93.45
1205	1,121.40	93.45
1206	1,121.40	93.45
1207	1,121.40	93.45
1208	1,121.40	93.45
1209	1,121.40	93.45
1210	1,121.40	93.45
1211	1,413.30	117.78
1212	1,213.80	101.15
1401	1,194.90	99.58
1402	1,199.10	99.93
1403	785.40	65.45
1404	1,121.40	93.45
1405	1,121.40	93.45
1406	1,121.40	93.45
1407	1,121.40	93.45
1408	1,121.40	93.45
1409	1,121.40	93.45
1410	1,121.40	93.45
1411	1,413.30	117.78
1412	1,213.80	101.15

EXHIBIT J  
INTERIM ASSESSMENT FIGURES (PHASE 1)

<u>Apartment No.</u>	<u>Yearly Maintenance</u>	<u>Monthly Maintenance</u>
1501	\$ 1,194.90	\$ 99.58
1502	1,199.10	99.93
1503	785.40	65.45
1504	1,121.40	93.45
1505	1,121.40	93.45
1506	1,121.40	93.45
1507	1,121.40	93.45
1508	1,121.40	93.45
1509	1,121.40	93.45
1510	1,121.40	93.45
1511	1,413.30	117.78
1512	1,213.80	101.15
1601	1,194.90	99.58
1602	1,199.10	99.93
1603	785.40	65.45
1604	1,121.40	93.45
1605	1,121.40	93.45
1606	1,121.40	93.45
1607	1,121.40	93.45
1608	1,121.40	93.45
1609	1,121.40	93.45
1610	1,121.40	93.45
1611	1,413.30	117.78
1612	1,213.80	101.15
1701	1,194.90	99.58
1702	1,199.10	99.93
1703	785.40	65.45
1704	1,121.40	93.45
1705	1,121.40	93.45
1706	1,121.40	93.45
1707	1,121.40	93.45
1708	1,121.40	93.45
1709	1,121.40	93.45
1710	1,121.40	93.45
1711	1,413.30	117.78
1712	1,213.80	101.15
1801	1,194.90	99.58
1802	1,199.10	99.93
1803	785.40	65.45
1804	1,121.40	93.45
1805	1,121.40	93.45
1806	1,121.40	93.45
1807	1,121.40	93.45
1808	1,121.40	93.45
1809	1,121.40	93.45
1810	1,121.40	93.45
1811	1,413.30	117.78
1812	1,213.80	101.15
1901	1,194.90	99.58
1902	1,199.10	99.93
1903	840.00	70.00
1904	1,173.90	97.83
1905	1,173.90	97.83
1906	1,173.90	97.83
1907	1,173.90	97.83
1908	1,173.90	97.83
1909	1,173.90	97.83
1910	1,173.90	97.83
1911	1,413.30	117.78
1912	1,213.80	101.15
<b>TOTALS</b>	<u>\$ 210,000.00</u>	<u>\$ 17,500.29</u>

DECLARATION OF CONDOMINIUM OF  
SILVER TRINCH ATLANTIC PLAZA CONDOMINIUM

EXHIBIT J

INTERIM ASSESSMENT FIGURES  
(PHASE I & PHASE II)  
(PHASE I)

<u>Apartment No.</u>	<u>Yearly Maintenance:</u>	<u>Monthly Maintenance</u>
201	\$ 4,401.60	\$ 366.80
401	1,197.00	99.75
402	Manager's Apartment	
403	840.00	70.00
404	1,239.00	103.25
405	1,180.20	98.35
406	1,239.00	103.25
407	1,180.20	98.35
408	1,239.00	103.25
409	1,180.20	98.35
410	1,239.00	103.25
411	1,415.40	117.95
412	1,608.60	134.05
501	1,197.00	99.75
502	1,260.00	105.00
503	785.40	65.45
504	1,121.40	93.45
505	1,121.40	93.45
506	1,121.40	93.45
507	1,121.40	93.45
508	1,121.40	93.45
509	1,121.40	93.45
510	1,121.40	93.45
511	1,415.40	117.95
512	1,213.80	101.15
601	1,197.00	99.75
602	1,285.20	107.10
603	785.40	65.45
604	1,121.40	93.45
605	1,121.40	93.45
606	1,121.40	93.45
607	1,121.40	93.45
608	1,121.40	93.45
609	1,121.40	93.45
610	1,121.40	93.45
611	1,415.40	117.95
612	1,213.80	101.15
701	1,197.00	99.75
702	1,285.20	107.10
703	785.40	65.45
704	1,121.40	93.45
705	1,121.40	93.45
706	1,121.40	93.45
707	1,121.40	93.45
708	1,121.40	93.45
709	1,121.40	93.45
710	1,121.40	93.45
711	1,415.40	117.95
712	1,213.80	101.15
801	1,197.00	99.75
802	1,285.20	107.10
803	785.40	65.45
804	1,121.40	93.45
805	1,121.40	93.45
806	1,121.40	93.45
807	1,121.40	93.45
808	1,121.40	93.45
809	1,121.40	93.45
810	1,121.40	93.45
811	1,415.40	117.95
812	1,213.80	101.15

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EXHIBIT J  
 INTERIM ASSESSMENT FIGURES  
 (PHASE I & PHASE II)  
 (PHASE I)

<u>Apartment No.</u>	<u>Yearly Maintenance</u>	<u>Monthly Maintenance</u>
901	\$ 1,197.00	\$ 99.75
902	1,285.20	107.10
903	785.40	65.45
904	1,121.40	93.45
905	1,121.40	93.45
906	1,121.40	93.45
907	1,121.40	93.45
908	1,121.40	93.45
909	1,121.40	93.45
910	1,121.40	93.45
911	1,415.40	117.95
912	1,213.80	101.15
1001	1,197.00	99.75
1002	1,285.20	107.10
1003	785.40	65.45
1004	1,121.40	93.45
1005	1,121.40	93.45
1006	1,121.40	93.45
1007	1,121.40	93.45
1008	1,121.40	93.45
1009	1,121.40	93.45
1010	1,121.40	93.45
1011	1,415.40	117.95
1012	1,213.80	101.15
1101	1,197.00	99.75
1102	1,285.20	107.10
1103	785.40	65.45
1104	1,121.40	93.45
1105	1,121.40	93.45
1106	1,121.40	93.45
1107	1,121.40	93.45
1108	1,121.40	93.45
1109	1,121.40	93.45
1110	1,121.40	93.45
1111	1,415.40	117.95
1112	1,213.80	101.15
1201	1,197.00	99.75
1202	1,201.20	100.10
1203	785.40	65.45
1204	1,121.40	93.45
1205	1,121.40	93.45
1205	1,121.40	93.45
1206	1,121.40	93.45
1207	1,121.40	93.45
1208	1,121.40	93.45
1209	1,121.40	93.45
1210	1,121.40	93.45
1211	1,415.40	117.95
1212	1,213.80	101.15
1401	1,197.00	99.75
1402	1,201.20	100.10
1403	785.40	65.45
1404	1,121.40	93.45
1405	1,121.40	93.45
1405	1,121.40	93.45
1406	1,121.40	93.45
1407	1,121.40	93.45
1408	1,121.40	93.45
1409	1,121.40	93.45
1410	1,121.40	93.45
1411	1,415.40	117.95
1412	1,213.80	101.15

EXHIBIT J  
 INTERIM ASSESSMENT FIGURES  
 (PHASE I & PHASE II)  
 (PHASE I)

<u>Apartment No.</u>	<u>Yearly Maintenance</u>	<u>Monthly Maintenance</u>
1501	\$ 1,197.00	99.75
1502	1,201.20	100.10
1503	785.40	65.45
1504	1,121.40	93.45
1505	1,121.40	93.45
1506	1,121.40	93.45
1507	1,121.40	93.45
1508	1,121.40	93.45
1509	1,121.40	93.45
1510	1,121.40	93.45
1511	1,415.40	117.95
1512	1,213.80	101.15
1601	1,197.00	99.75
1602	1,201.20	100.10
1603	785.40	65.45
1604	1,121.40	93.45
1605	1,121.40	93.45
1606	1,121.40	93.45
1607	1,121.40	93.45
1608	1,121.40	93.45
1609	1,121.40	93.45
1610	1,121.40	93.45
1611	1,415.40	117.95
1612	1,213.80	101.15
1701	1,197.00	99.75
1702	1,201.20	100.10
1703	785.40	65.45
1704	1,121.40	93.45
1705	1,121.40	93.45
1706	1,121.40	93.45
1707	1,121.40	93.45
1708	1,121.40	93.45
1709	1,121.40	93.45
1710	1,121.40	93.45
1711	1,415.40	117.95
1712	1,213.80	101.15
1801	1,197.00	99.75
1802	1,201.20	100.10
1803	785.40	65.45
1804	1,121.40	93.45
1805	1,121.40	93.45
1806	1,121.40	93.45
1807	1,121.40	93.45
1808	1,121.40	93.45
1809	1,121.40	93.45
1810	1,121.40	93.45
1811	1,415.40	117.95
1812	1,213.80	101.15
1901	1,197.00	99.75
1902	1,201.20	100.10
1903	840.00	70.00
1904	1,180.20	98.35
1905	1,180.20	98.35
1906	1,180.20	98.35
1907	1,180.20	98.35
1908	1,180.20	98.35
1909	1,180.20	98.35
1910	1,180.20	98.35
1911	1,415.40	117.95
1912	1,213.80	101.15

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EXHIBIT J  
 INTERIM ASSESSMENT FIGURES  
 (PHASE I & PHASE II)  
 (PHASE II)

<u>Apartment No.</u>	<u>Yearly Maintenance</u>	<u>Monthly Maintenance</u>
	Manager's Apartment	
314		
414	\$ 1,197.00	\$ 99.75
415	1,201.20	100.10
416	840.00	70.00
417	1,180.20	98.35
418	1,239.00	103.25
419	1,180.20	98.35
420	1,239.00	103.25
421	1,180.20	98.35
422	1,239.00	103.25
423	1,180.20	98.35
424	1,692.60	141.05
425	1,276.80	106.40
514	1,276.80	106.40
515	1,201.20	100.10
516	789.60	65.80
517	1,121.40	93.45
518	1,121.40	93.45
519	1,121.40	93.45
520	1,121.40	93.45
521	1,121.40	93.45
522	1,121.40	93.45
523	1,121.40	93.45
524	1,507.80	125.65
525	1,276.80	106.40
614	1,276.80	106.40
615	1,201.20	100.10
616	789.60	65.80
617	1,121.40	93.45
618	1,121.40	93.45
619	1,121.40	93.45
620	1,121.40	93.45
621	1,121.40	93.45
622	1,121.40	93.45
623	1,121.40	93.45
624	1,507.80	125.65
625	1,276.80	106.40
714	1,276.80	106.40
715	1,201.20	100.10
716	789.60	65.80
717	1,121.40	93.45
718	1,121.40	93.45
719	1,121.40	93.45
720	1,121.40	93.45
721	1,121.40	93.45
722	1,121.40	93.45
723	1,121.40	93.45
724	1,507.80	125.65
725	1,276.80	106.40
814	1,276.80	106.40
815	1,201.20	100.10
816	789.60	65.80
817	1,121.40	93.45
818	1,121.40	93.45
819	1,121.40	93.45
820	1,121.40	93.45
821	1,121.40	93.45
822	1,121.40	93.45
823	1,121.40	93.45
824	1,507.80	125.65
825	1,276.80	106.40

EXHIBIT J  
 INTERIM ASSESSMENT FIGURES  
 (PHASE I & PHASE II)  
 (PHASE II)

<u>Apartment No.</u>	<u>Yearly Maintenance</u>	<u>Monthly Maintenance</u>
914	1,276.80	106.40
915	1,201.20	100.10
916	789.60	65.80
917	1,121.40	93.45
918	1,121.40	93.45
919	1,121.40	93.45
920	1,121.40	93.45
921	1,121.40	93.45
922	1,121.40	93.45
923	1,121.40	93.45
924	1,507.80	125.65
925	1,276.80	106.40
1014	1,276.80	106.40
1015	1,201.20	100.10
1016	789.60	65.80
1017	1,121.40	93.45
1018	1,121.40	93.45
1019	1,121.40	93.45
1020	1,121.40	93.45
1021	1,121.40	93.45
1022	1,121.40	93.45
1023	1,121.40	93.45
1024	1,507.80	125.65
1025	1,276.80	106.40
1114	1,276.80	106.40
1115	1,201.20	100.10
1116	789.60	65.80
1117	1,121.40	93.45
1118	1,121.40	93.45
1119	1,121.40	93.45
1120	1,121.40	93.45
1121	1,121.40	93.45
1122	1,121.40	93.45
1123	1,121.40	93.45
1124	1,507.80	125.65
1125	1,276.80	106.40
1214	1,276.80	106.40
1215	1,201.20	100.10
1216	789.60	65.80
1217	1,121.40	93.45
1218	1,121.40	93.45
1219	1,121.40	93.45
1220	1,121.40	93.45
1221	1,121.40	93.45
1222	1,121.40	93.45
1223	1,121.40	93.45
1224	1,507.80	125.65
1225	1,276.80	106.40
1414	1,276.80	106.40
1415	1,201.20	100.10
1416	789.60	65.80
1417	1,121.40	93.45
1418	1,121.40	93.45
1419	1,121.40	93.45
1420	1,121.40	93.45
1421	1,121.40	93.45
1422	1,121.40	93.45
1423	1,121.40	93.45
1424	1,507.80	125.65
1425	1,276.80	106.40

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EXHIBIT J  
 INTERIM ASSESSMENT FIGURES  
 (PHASE I & PHASE II)  
 (PHASE II)

<u>Apartment No.</u>	<u>Yearly Maintenance</u>	<u>Monthly Maintenance</u>
1514	\$ 1,276.80	\$ 106.40
1515	1,201.20	100.10
1516	789.60	65.80
1517	1,121.40	93.45
1518	1,121.40	93.45
1519	1,121.40	93.45
1520	1,121.40	93.45
1521	1,121.40	93.45
1522	1,121.40	93.45
1523	1,121.40	93.45
1524	1,507.80	125.65
1525	1,276.80	106.40
1614	1,276.80	106.40
1615	1,201.20	100.10
1616	789.60	65.80
1617	1,121.40	93.45
1618	1,121.40	93.45
1619	1,121.40	93.45
1620	1,121.40	93.45
1621	1,121.40	93.45
1622	1,121.40	93.45
1623	1,121.40	93.45
1624	1,507.80	125.65
1625	1,276.80	106.40
1714	1,276.80	106.40
1715	1,201.20	100.10
1716	789.60	65.80
1717	1,121.40	93.45
1718	1,121.40	93.45
1719	1,121.40	93.45
1720	1,121.40	93.45
1721	1,121.40	93.45
1722	1,121.40	93.45
1723	1,121.40	93.45
1724	1,507.80	125.65
1725	1,276.80	106.40
1814	1,276.80	106.40
1815	1,201.20	100.10
1816	789.60	65.80
1817	1,121.40	93.45
1818	1,121.40	93.45
1819	1,121.40	93.45
1820	1,121.40	93.45
1821	1,121.40	93.45
1822	1,121.40	93.45
1823	1,121.40	93.45
1824	1,507.80	125.65
1825	1,276.80	106.40
1914	1,276.80	106.40
1915	1,201.20	100.10
1916	840.00	70.00
1917	1,180.20	98.35
1918	1,180.20	98.35
1919	1,180.20	98.35
1920	1,180.20	98.35
1921	1,180.20	98.35
1922	1,180.20	98.35
1923	1,180.20	98.35
1924	1,507.80	125.65
1925	1,276.80	106.40
<b>TOTALS</b>	<u><u>\$ 420,000.00</u></u>	<u><u>\$ 35,000.00</u></u>

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 COUNTY OF DADE, FLORIDA  
 L. A. HESTER  
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