

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
SKY HARBOUR EAST, INC.**

Affecting the land and all improvements thereon known as "SKY HARBOUR EAST", a condominium, lying and being in the County of Broward and the State of Florida, and described as:

A portion of Government Lot 7 and a portion of the former New River Sound in Section 13, Township 50 South, Range 42 East, Broward County, Florida, more fully described as follows:

Commencing at the Northeast corner of "BREAKWATER", according to the plat thereof recorded in Plat Book 42, Page 19, of the Public Records of Broward County, Florida, said point being on the North line of the South one-half (S1/2) of said Government Lot 7 and 1131.65 feet east of the Northwest Corner thereof; hence South 0degree49'50" East along the east line of said "BREAKWATER", a distance of 613.47 feet to a point on the South right-of-way line of S.E. 21st Street and the Point of Beginning; thence North 82degree27'19" East along the Easterly extension of the said South right-of-way line a distance of 5.88 feet to a point of curve; thence Northeasterly along a curve to the left, with a radius of 50 feet and a central angle of 83degree 17'09", an arc distance of 72.68 feet; thence North 0degree49'50" West a distance of 130.49 feet; thence South 87degree35'51" East a distance of 224.72 feet; thence South 1degree00'21" East a distance of 72.63 feet to a point on the Westerly extension of the centerline of the North jetty of Port Everglades; thence 87degree 35'51" East along the said Westerly extension a distance of 60.11 feet; thence South 1degree00'21" East a distance of 203.12 feet; thence South 88degree 16'42" west a distance of 335.23 feet to the Southeast corner of said "BREAKWATER"; thence North 0degree49'50" West along the said East line of "BREAKWATER" a distance of 116.17 feet to the point of Beginning (herein referred to as the "Property").

RECITALS, INTENT AND PURPOSE

WHEREAS, Cedar Lane Developers, Inc., a Florida corporation, hereinafter referred to as the "Developer", as owner in fee simple of the Property, has plans to construct thereon a multi-family dwelling containing among other things, one hundred seventy-three apartments, recreational facilities, swimming pool, party room, garage, and other appurtenances and facilities, all as hereinafter described, and

WHEREAS, by the Declaration, it is intended to subdivide the Property into one hundred seventy-three separate parcels of real property which, in accordance with the provisions herein contained, shall nevertheless be subjected to the benefits and burdens of a condominium, and

WHEREAS, a condominium is a method of ownership which, when applied to a multi-family dwelling, provides for a separate title to each residential unit, which title shall consist of an apartment and an undivided interest in and to all of the Property that remains other than Apartments; and

WHEREAS, notwithstanding such separation of title, however, the owners by placing condominium plan into effect will own with others common area property, including, without intending to limit the same to such elements thereof as the lobby, elevator, garage, parking lots, landscaped areas, recreation room, swimming pool and related facilities used and controlled in a manner consistent both with the needs and desires of the residents and the community in which the property is located; and

WHEREAS, it is desirable, therefore, that this Declaration provide the basic requirements for such needs and provide for the proper use of the Property, and that within these basic requirements, the Association hereafter referred to, and its Board of Governors shall have the right and duty to effect the purposes of the condominium; NOW, THEREFORE,

DECLARATION. Developer hereby declares on behalf of itself, its successors, grantees and assigns to its grantees and their respective heirs, successors and assigns as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property, as follows:

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The property from and after the date of recording of this Declaration in the Office of the Clerk of the Circuit Court in and for Broward County, Florida, shall be and continue subject to each and all of the terms hereof until this Declaration is terminated or abandoned in accordance with the provisions herein elsewhere contained.

I. DEFINITIONS: As used herein or elsewhere in the Condominium Documents, unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as in this Article provided.

1. **Apartment:** anyone of those parts of the Building which is separately described on "Surveyor Plans" as "apartment" followed by a number and letter.
2. **Apartment Owner:** the person or persons holding title in fee simple to an Apartment
3. **Assessment:** that portion of the cost of maintaining, repairing and managing the Property which is to be paid by each Apartment Owner, which respective portions, except as herein specifically otherwise provided, are set forth in Exhibit A annexed hereto and made a part hereof.
4. **Association:** the "Sky Harbour East", Inc." and its successors, a Florida corporation not for profit, copies of the Articles of Incorporation and the Bylaws of which corporation are annexed hereto and made parts hereof as exhibits B and C respectively.
5. **Building:** the entire structure to be located on the Property will be built substantially in accordance with plans and specifications therefor, prepared by Charles F. McKirahan, architect, Times Square, Fort Lauderdale, entitled "Sky Harbour East".
6. **Common Elements:** all that part of the Property which is not within the 173 apartments as such Apartments are shown on the Surveyor Plans or which exists within Apartments by virtue of an easement herein created and the Apartment Dividers on the balconies of the Building.
7. **Common Expenses:** the actual and estimated costs of:
 - a. Maintenance, management, operation, repair and replacement of the Common Elements and those parts of the apartments as to which, pursuant to the other provisions hereof, it is the responsibility of the Association to maintain, repair, and replace;
 - b. Management and administration of the Association, including, without limiting the same, to compensation paid by the association to a managing agent, accountants, attorneys, and other employees;
 - c. Any other items held by or in accordance with other provisions of this Declaration or Condominium Documents to be Common Expense.
8. **Common Surplus:** the excess of all receipts if the Association including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of the common expenses.
9. **Condominium Documents:** this Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said exhibits are as follows:
 - a. **Exhibit A** – "Surveyor Plans": Site plan with typical floor plan, floors 1-12, 14-17, together with Apartment plan and shares of interest attributed to the respective apartments, prepared by McLaughlin Engineering Company.
 - b. **Exhibit B** – Articles of Incorporation of "SKY HARBOUR EAST, INC."
 - c. **Exhibit C** – Bylaws of SKY HARBOUR EAST, INC."
 - d. **Exhibit D** – Rules and Regulations of the Association.
 - e. **Exhibit E** – Deed Form
 - f. Standards, Information, and Procedures of "SKY HARBOUR EAST, INC."
10. **Developer:** Cedar Lane Developers, Inc., its assigns and/or successors.
11. **Person:** Developer and any other individual, firm, corporation, trustee, or other entity capable of holding title to real property.
12. **Plans and Specifications:** the plans and Specifications referred to in Article 1.5 herein.
13. **Property:** as defined and described in Declaration of Condominium.
14. **Share:** The percentages attributed to each Apartment as set forth in Exhibit A.
15. **Unit Owner:** Is the same as Apartment Owner defined herein.

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II. COMMON ELEMENTS USE: The common elements shall be used in accordance with and subject to the following provisions:

1. **Covenant against Partition.** In order to effectuate the intent hereof and to preserve the Condominium and the Condominium method of ownership, the Property shall remain undivided and no person, irrespective of the nature of his interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part thereof until the termination of this Declaration in accordance with provisions herein elsewhere contained or until the building is no longer tenantable, whichever first occurs.
2. **Rules and Regulations Promulgated by Association.** No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by an Apartment Owner and his guests, for specific occasions, of the swimming pool, recreation room or other similar facilities. Such use may be conditioned upon, among other things, the payment by the Apartment Owner of such assessment as may be established by the Association for the purpose of defraying costs thereof.
3. **Maintenance, repair, management and operation of the Common Elements** shall be the responsibility of the Association, but nothing herein contained however shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed upon the Association by terms of this subarticle II.3 and as are approved by the Board of Governors of the Association.
4. **Expenses incurred** or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from Apartment Owners as assessed, in accordance with provisions contained elsewhere herein.
5. **Subject to the rules and regulations** from time to time pertaining thereto, all Apartment Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Apartment Owners.
6. **Alterations and Improvements.** The Association shall have the right to make or cause to be made alterations and improvements to the Common Elements (which do not prejudice the right of any Apartment Owner unless his written consent has been obtained), provided the making of such alterations and improvements are first approved by the Board of Governors of the Association and 60% of the Apartment Owners. The cost of such alterations and improvements shall be assessed in the same manner as Common Expenses, unless in the judgment of not less than 80% of the Board of Governors, the same are exclusively or substantially exclusively for the benefit of the Apartment Owner or Owners requesting the same, in which case such requesting Apartment Owner shall be assessed therefore in such proportions as they approve jointly and failing such approval, in such proportions as may be determined by the Board of Governors of the Association.
7. **Shares of Apartment Owners.** The shares of the Apartment Owners in the Common Elements shall be as stated in Exhibit A annexed hereto and may be altered only by amendment hereof executed in form for recording by all of the Apartment Owners and First Mortgagees of such Owners. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded.
8. **The share of an Apartment Owner in the Common Elements** is appurtenant to the Apartment owned by him, and inseparable from apartment ownership.

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III. MAINTENANCE AND REPAIR OF APARTMENTS.

1. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of:
 - a. all portions of the Apartment which contribute to the support of the building, excluding however, interior wall, ceiling and floor surfaces, and including, without intending to limit the same to, all windows, outside walls of the Building, structural slabs, roof, interior boundary walls of Apartments and load bearing columns. The Board of Governors is hereby authorized to replace all windows within both the apartments and common elements with glass and frames which are architecturally designed to function as hurricane protection. The cost of such replacement shall be assessed as common expense with credit given to all units which currently have code compliant windows which function as hurricane protection;
 - b. all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be contained in the Apartment but excluding therefrom, appliances and plumbing fixtures;
 - c. all incidental damage caused to an Apartment by such work as may be done or caused to be done by the Association in accordance herewith.
2. The responsibility of the Apartment Owner shall be as follows:
 - a. to maintain, repair and replace at his expense, all portions of the apartment except the portions of each to be maintained, repaired and replaced by the Association;
 - b. to perform his responsibilities in such a manner so as not unreasonably to disturb other persons residing in the Building;
 - c. not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Apartment, unless the written consent of the Association is obtained;
 - d. to promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association;
 - e. not to make alterations in the portions of the apartment or the Building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building without first obtaining the written consent of the Board of Governors of the Association and all Owners of individual units, nor shall any Apartment Owner impair any easement without first obtaining the written consents of the Association and of the Apartment Owner or Owners for whose benefit such easement exists.
3. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence.

IV. APARTMENTS SHALL BE CONSTITUTED AS FOLLOWS:

1. **Real Property.** Each Apartment, together with the space within it as shown on the Surveyor Plans and together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the Property, subject only to the provisions of this Declaration.
2. **Boundaries.** Each Apartment shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Building whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows:
 - a. **Horizontal Boundaries:**
 - (1.) the underside of the concrete slab above and abutting the Apartment;
 - (2.) the underside of the concrete slab below and abutting the Apartment.

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- b. **Vertical Boundaries:**
- (1.) between Apartments; the plane formed by the center line of the wall between Apartments;
 - (2.) exterior boundaries on that side of the Apartment which faces the East side of the Building to the West side of the Building, as the case may be: The plane formed by the exterior side of the wall in which the windows are located;
 - (3.) exterior boundaries on that side or those sides of Apartments which face North and South: The exterior of the outside walls of the Building, except that where there is attached to or abutting the Building a balcony, serving only the apartment being bounded, such boundary shall be extended as to include within it such balcony.
3. **Appurtenances.** Each Apartment shall include and the same shall pass with each apartment as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest of an Apartment Owner in the Property, which shall include but not be limited to:
- a. **Common Elements:** an undivided share of the Common Elements, such undivided share to be that portion set forth in Exhibit A;
 - b. A license with or without monthly fees to maintain a private passenger automobile at and on a parking space in accordance with the Rules and Regulations of the Association;
 - c. Easements for the benefit of the Apartment;
 - d. Association membership and funds and assets held by the Association for the benefit of the Apartment Owner;
 - e. All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other Apartments;
 - f. In addition to and not in derogation of the ownership of the space described on the Surveyor Plans. An exclusive easement for the use of the space not owned by the Apartment Owner and which is occupied by the Apartment, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with provisions herein elsewhere contained, or the building is no longer tenable.
 - g. The following easements from each Apartment Owner to each other Apartment Owner and to the association:
 - (1.) **Ingress and Egress.** Easement through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Condominium Documents.
 - (2.) **Maintenance, repair and replacement.** Easements through the apartments and Common Elements for maintenance, repair and replacement of the Apartments and Common Elements. Use of these easements, however, for access to the Apartments shall be limited to reasonable hours except that access may be had at any time in case of emergency.
 - (3.) **Structural Support.** Every portion of an Apartment which contributes to the structural support of the Building shall be burdened with an easement of structural support for the benefit of the Common Elements.
 - (4.) **Utilities.** Easements through the Apartments and Common Elements for all facilities for the furnishing of utility services within the building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through an Apartment shall be only substantially in accordance with the Plans and Specifications of the building.
 - (5.) **Emergency easements of Ingress and Egress.** Easements over all balconies whenever reasonably required for emergency ingress and

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egress. No Apartment Owner shall install or allow to be installed any lock, security device or other thing which will or might impair such easements.

V. USE RESTRICTIONS:

In order to provide for a congenial occupation of the Building and to provide for the protection of the values of the apartments, the use of the property shall be restricted to and be in accordance with the following provisions:

1. The Apartments shall be used for single-family residences only.
2. The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the apartments.
3. No Apartment shall be occupied by any family not approved in advance by the Board of Governors of the Association. The Association shall signify in writing such approval or disapproval within thirty days after the same is requested in writing, provided that the simultaneously with such request, there is submitted to the Association the name of the family in question, its residence address and three business and three social references, together with other such information as the Association might reasonably request. Any such approval once given may not thereafter be withdrawn. Failure of the Board of Governors to disapprove within such period conclusively shall be deemed to constitute approval. The provisions in this paragraph shall not be applicable to any mortgagee, or purchaser or lessee from such mortgagee as recited in Article XVII hereof.
4. **Nuisances.** No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents.
5. **Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all government bodies having jurisdiction thereof shall be observed. The respective responsibilities of Apartment Owners and the Association of complying with the requirements of governmental bodies which require maintenance modification or repair of the Property shall be the same as hereinabove provided for the maintenance and repair of that portion of the Property subjected to such requirements.
6. **Interpretation.** In interpreting deeds, mortgages and plans the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movement of the Building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the Building.
7. **Regulations.** Regulations concerning use of the Property may be promulgated by the Association as hereinabove set forth; provided, however, that copies of such regulations are furnished to each Apartment Owner prior to the time that the same become effective. The initial regulations, which shall be deemed effective until amended by the Association, are annexed hereto and made a part hereof as Exhibit D. Any amendments thereto shall be recorded in the Official records of Broward County as amendments to said exhibit. Such regulations shall not impair or limit the rights of mortgagees, as elsewhere recited.

VI. CONVEYANCES.

The sale, leasing and mortgaging of Apartments shall be subject to the following provisions until this Declaration is terminated in accordance with provisions herein elsewhere contained, or until the Building is no longer tenable, whichever first occurs:

1. **Sale or Lease.** No Apartment Owner may dispose of an Apartment or any interest therein by sale or by lease without approval of the Board of Governors of the Association, except as elsewhere provided herein, which approval of the Association shall be obtained in the manner hereinafter provided.
 - a. **Notice to Association.** An Apartment Owner intending to make a sale or a lease of his Apartment or any interest therein shall give notice to the Association of such intention, together with the name and address of the intended purchaser or

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lessee, such other information as the Association reasonably may require and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representations by the Apartment Owner to the Association and any purchaser or lessee produced by the association as hereinafter provided, that the Apartment Owner believes the proposal to be bona fide in all respects.

- b. **Election of Association.** Within thirty days after the receipt of such notice, the Board of Governors of the Association shall either approve the transaction or furnish a purchaser or lessee approved by the Association (and give notice thereof to the person desiring to sell or lease his apartment) who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have not less than thirty days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the Board of Governors of the Association shall be in recordable form, signed by any two members of the Board and shall be delivered to the purchaser or lessee. The failure of the Association to act within such 30-day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. The Apartment Owner giving such notice shall be bound to consummate the transactions with such purchaser or lessee as may be approved and furnished by the Association.
 - c. **Disapproval of Sale or Transfer of Unit.** Approval of the Association shall be withheld only if a majority of the entire Board so votes. The Board shall consider the following factors and may confer with counsel in reaching its decision. Any of the following may be deemed to constitute good cause of disapproval:
 - (1.) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself in a manner that is inconsistent with the Condominium Documents.
 - (2.) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or has demonstrated dishonesty or moral turpitude.
 - (3.) The person seeking approval has a record of financial irresponsibility, including without limitation bankruptcies, foreclosures, or bad debts.
 - (4.) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this condominium as a tenant, unit owner or occupant of a unit.
 - (5.) The person seeking approval failed to provide the information, fees, or appearance required to process the application in a timely manner.
 - (6.) All assessments, fines, and other charges against the unit owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.
 - (7.) Giving false or misleading information on the application.
 - d. **Right of First Refusal, Duty to Provide Alternate Purchaser.** If the Association disapproves a prospective purchaser, the Association shall have the obligation to purchase the unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser within sixty days after written notice of disapproval. **NOTWITHSTANDING THE FOREGOING, SHOULD THE SALE OR TRANSFER BE DISAPPROVED FOR GOOD CAUSE AS SET FORTH ABOVE, THE ASSOCIATION SHALL HAVE NO OBLIGATION TO PURCHASE THE UNIT OR SUBSTITUTE AN APPROVED PURCHASER AND THE TRANSACTION SHALL NOT BE MADE.**
2. **Mortgage.** No Apartment Owner may mortgage his Apartment nor any interest therein without the approval of the Association except to a bank, life insurance company or federal

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savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Board of Governors of the Association.

VII. ADMINISTRATION.

The administration of the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

1. The Association shall be incorporated under the name "Sky Harbour East, Inc." as a corporation not for profit under the laws of the State of Florida, under Articles of Incorporation of which a copy is attached as Exhibit B. Any other form of organization for the Association may be substituted after first obtaining the written approval of the members thereof.
2. The Bylaws of the Association shall be in the form attached as Exhibit C until such are amended in the manner therein provided.
3. The duties and powers of the Association shall be those set forth in this Declaration, the Articles of Incorporation and the Bylaws, together with those reasonably implied to effect the purposes of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the Bylaws, the terms and provisions of this Declaration shall prevail and the Apartment Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or Bylaws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the Bylaws and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except that wherever this Declaration requires the act or approval of the Board of Governors of the Association, such act or approval must be that of the Board done or given in accordance with the Bylaws.
4. Notices or demands, for any purpose, shall be given by the Association to Apartment Owners and by Apartment Owners to the Association and other Apartment Owners in the manner provided for notices to members of the Association by the Bylaws of the association.
5. All funds and the titles of all properties acquired by the Association and the proceeds thereof after deducting therefrom the costs incurred by the Association in acquiring the same shall be held for the benefit of the Apartment Owners for the purposes herein stated.
6. All income received by the Association from the rental or licensing of any part of the Common Elements (as well as such income anticipated) shall be used for the purpose of reducing prospective Common Expenses prior to establishing the annual assessment for Common Expenses.

VIII. INSURANCE.

The insurance which shall be carried upon the Property shall be governed by the following provisions:

1. **Authority to Purchase.** All insurance policies upon the Property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the Apartment Owners and their respective mortgagees as their interests may appear and shall provide for the issuance of Certificates of insurance mortgage endorsements to the holders of first mortgages on the Apartments or any of them and, if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against Apartment Owners, the Association and their respective servants, agents, and guests. Such policies and endorsements shall be deposited with the Insurance trustee, (as herein defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.
2. **Apartment Owners.** Each Apartment Owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability and as may be

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required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in Article VIII.1 hereof (if the same is available).

3. Coverage.

- a. **Casualty.** The Building and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount of not less than 80% of insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:
 - (1.) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;
 - (2.) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Building, including but not limited to vandalism, malicious mischief, windstorm and water damage;
- b. **Public liability and property damage** in such amounts and in such forms as shall be required by the Association, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage;
- c. **Workmen's Compensation** policy to meet the requirements of law;
- d. All liability insurance shall contain cross-liability endorsements to cover liabilities of the apartment Owners as a group to an Apartment Owner.

4. Premiums.

Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Common Expenses.

5. All insurance policies

purchased by the Association shall be for the benefit of the Association and the Apartment Owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Broward National Bank, as trustee, or to any other bank in Florida with trust powers as may be approved by the Association. Such trustee or any other bank acting as such is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the association, the Apartment Owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee.

- a. **Common Elements.** Proceeds on account of damage to Common Elements – that undivided share for each Apartment Owner and his mortgagee, if any, which is set forth in Exhibit A.

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

- (1.) **Partial destruction** when the building is to be restored – for the Owners of damaged Apartments in proportion to the cost of repairing the damage suffered by each damaged Apartment. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Apartment Owner shall be bound by and the Insurance Trustee may rely upon such certification.

- (2.) **Total destruction** of the Building or where the Building is not to be restored – for all apartment Owners, the share of each being that share set forth in Exhibit A.

- c. **Mortgagees.** In the event a mortgagee endorsement has been issued as to an Apartment, the share of the Apartment Owner shall be held in trust for the mortgagee and the Apartment Owner as their interests may appear.

6. Distribution of Proceeds.

Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners after first paying

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or making provision for the payment of the expense of the Insurance Trustee in the following manner:

- a. **Reconstruction or Repair.** If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, all remittances to Apartment Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an Apartment and may be enforced by him.
- b. **Failure to reconstruct or repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Apartment Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an Apartment and may be enforced by him.
- c. **Certificate.** In making distribution to apartment Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Apartment Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

IX. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE.

A. If any part of the Common Elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

1. Partial destruction, which shall be deemed to mean destruction which does not render one-half or more of the Apartments untenable - shall be reconstructed or repaired unless at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair, this Condominium is terminated.
2. Total destruction, which shall be deemed to mean destruction which does render one-half or more of the Apartments untenable - shall not be reconstructed or repaired unless at a meeting called within ninety days after the occurrence of the casualty, or, if by such date, the insurance loss has not been finally adjusted, then within thirty days thereafter, Apartment Owners who, in the aggregate, own 80% or more of the Shares, vote in favor of such reconstruction or repair.
3. Any such reconstruction or repair shall be substantially in accordance with the Plans and Specifications.
4. Encroachments upon or in favor of Apartments which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Apartment Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the Plans and Specifications or as the Building was originally constructed. Such encroachments shall be allowed to continue in existence for as long as the Building stands.
5. **Certificate.** The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

B. Responsibility. If the damage is only to those parts of one Apartment for which the responsibility if maintenance and repair is that of the Apartment Owner, then the Apartment Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

1. **Estimate of Costs.** Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such Bonds as the Board of Governors desires.
2. **Assessments.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and

DECLARATION OF CONDOMINIUM SKY HARBOUR EAST, INC.

premiums, if any) assessments shall be made against the Apartment Owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Apartment Owners who own the damaged property in sufficient amounts to provide funds for the payment for such costs.

3. **Construction Funds.** The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Apartment Owners, shall be disbursed in payment of such cost in the following manner:

a. **Association.** If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

b. **Insurance Trustee.** The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Apartment Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1.) **Apartment Owner.** The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Apartment Owner: to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Apartment Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Apartment Owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed as to limit or modify the responsibility of the Apartment Owner to make such reconstruction or repair.

(2.) **Association – lesser damage.** If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3.) **Association – major damage.** If the amount of the estimated costs of reconstruction and repair of the Building or other improvements is more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Governors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4.) **Surplus.** It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Apartment Owners and their mortgagees who are beneficial owners of the fund.

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(5.) When the damage is to both Common Elements and Apartments, the insurance proceeds shall be applied first to the costs of repairing the Common Elements and the balance to the Apartments in the shares above stated.

4. **Insurance Adjustments.** Each Apartment Owner shall be deemed to have delegated to the Board of Governors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one Apartment, subject to the rights of mortgagees of such Apartment Owners.

X. TAXES AND SPECIAL ASSESSMENTS.

1. The assessment of each of the Apartments for taxes and special assessments by governmental bodies may be done in the following manner:
 - a. **Determination of value.** The total value for the tax or assessment roll for the Property shall be determined without regard to the Apartments against which taxes and assessments ultimately are to be levied.
 - b. **Allocation of Assessments to Apartments.** The assessment for each Apartment shall be the Apartment's respective Share of the assessment of the Property.
 - c. **Certificate.** Any tax Assessor may rely upon a Certificate of the Association as to the Share of each Apartment and upon request or whenever appropriate, the Association shall issue such Certificate.
2. During any period of time the taxes and special assessments upon the Property or any portion thereof are not assessed to Apartments as aforesaid, the taxes and assessments not separately assessed to Apartments shall be included in the budget of the Association and shall be paid by the Association. The Association shall assess each Apartment Owner in accordance with the manner hereinafter set forth for allocation of taxes and special assessments by Tax Assessors.
3. **Return for Taxation.** No Apartment Owner shall make a return for taxation which is inconsistent in any manner with the provisions hereof and if any such return is made it shall be void. The Association shall make a return of all property for taxation in the names of the respective Apartment Owners returning for each share determined in the manner hereinabove provided for allocation of the assessments by Tax Assessors.

XI. ASSESSMENTS.

Assessments against the Apartment Owners shall be made or approved by the Board of Governors of the Association and paid by Apartment Owners to the Association in accordance with the following provisions:

1. **Share of Expense.** Common Expenses – Each Apartment Owner shall be liable for his Share of the Common Expenses, and any Common Surplus shall be owned by each Apartment Owner in a like share.
2. **Assessments other than Common Expenses.** Any assessments, the authority to levy which is granted to the Association or its Board of Governors by the Condominium Documents, shall be paid by the Apartment Owners to the Association in the proportions set forth in the provision of the Condominium Documents authorizing the assessment.
3. **Accounts.** The Association shall maintain accounting records according to good accounting practices and procedures which shall be open to inspection by Apartment Owners at reasonable times. All monies collected by the Association from assessments or other sources may be co-mingled in one or more depositories but they shall be held for the Apartment Owners in the respective Shares in which they are paid. The Association shall clearly show in its books of account its accountability to the Apartment Owners for such monies by crediting same to appropriate Accounts in such proportions as are designated by resolution of the Board of Governors, including but not limited to the following:
 - a. **Common Expense Account** – to which shall be charged the normal cost of operating and maintaining the Common Elements and administering the affairs of the Association.

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- b. **Reserve Account** – to which shall be charged all capital expenditures for property acquisitions with an extended life; major repairs, improvements to and replacements of the Common Elements and unusual expenses nonrecurring in nature.
 - c. **Retained Earnings Account** – to which shall be credited extraneous receipts such as interest, rents for the use of the Common Elements (other than carport rental) and to which shall be charged expenses directly applicable thereto.
4. **Assessments for Common Expenses.** Assessments for Common Expenses shall be made for the calendar year annually in advance on or before December 31 of the year preceding the year for which assessments are made and such other and additional times as the judgment of the Board of Governors, additional Common Expenses assessments are required for the proper management, maintenance and operation of the Common Elements. Such annual assessments shall be due and payable in four equal quarterly payments due and payable on the first day of January, April, July, and October. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded Common Expense account balances and less than estimated payments to the Association for defraying the costs of the use of the Common Elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.
5. **Other Assessments** shall be made in accordance with the provisions of the Condominium Documents and if the time of payment is not set forth in the Condominium Documents, the same shall be determined by the Board of Governors of the Association.
6. **Assessments for Emergencies.** Assessments for Common Expenses of emergencies which cannot be paid from the Common Expense Account shall be made only by the Board of Governors of the Association.
7. **Assessments for Liens.** All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one Apartment or upon any portion of the Common Elements, shall be paid by the Association as a Common Expense and shall be assessed against the Apartments in accordance with the Shares of the Apartments concerned or charged to the Common Expense Account, whichever in the judgment of the Board of Governors is appropriate.
8. **Assessment Roll.** The assessments against all Apartment Owners shall be set forth upon a roll of the Apartments which shall be available in the Office of the Association for inspection at all reasonable times by Apartment Owners or their duly authorized representatives. Such roll shall indicate for each Apartment the name and address of the Owner or Owners, the assessments paid and unpaid. A certificate made by the Association as to the status of an Apartment Owner's assessment account shall limit the liability of any person for whom made other than the Apartment Owner. The Association shall issue such certificates to such persons as an Apartment Owner may request in writing.
9. **Liability for assessments.** The Owner of an Apartment and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Apartment for which the assessments are made. A purchaser of an Apartment at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable for assessments to the level proscribed by the Florida State Condominium Act.
10. **Lien for assessments.** The unpaid portion of an assessment which is due, together with the interest thereon, any administrative late fees, and costs of collection, including court costs and attorney's fees, shall be secured by a lien upon
- a. the Apartment and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in the public records of Broward County. The Association shall not however, record such claim of lien until the assessment is

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unpaid for no less than twenty days after it is due. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied.

- b. All tangible personal property located in the Apartment except that such lien shall be subordinate to prior bona fide liens of record.

11. Collection.

- a. **Interest; Administrative Late Fees; Application of Payments.** Assessments and installments thereof paid on or before ten days after the date when due shall not bear interest but all sums not paid on or before twenty days after the date when due shall bear interest at the highest rate permitted by law from the date when due until paid. In addition to such interest, the Association shall charge an administrative late fee in the highest amount allowed by law, or such lesser amount as the Board of Governors may determine, from time to time, by duly adopted Board rule, for each delinquent installment that the payment is late. All payments upon account shall be applied first to interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the assessment payment first due. All interest collected shall be credited to the Common Expense Account.
- b. **Suit.** The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and in either event, the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the highest rate permitted by law, any administrative late fees and all costs incident to the collection, and the action, suit or proceedings, including, without limiting the same, to reasonable attorneys' fees.

XII. COMPLIANCE AND DEFAULT.

Each Apartment Owner shall be governed by and shall comply with the terms of the Condominium Documents and Regulations adopted pursuant thereto and said Documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other Apartment Owners to the following relief:

1. **Legal Proceeding.** Failure to comply with any of the terms of the Condominium Documents and regulations adopted pursuant thereto, shall be ground for relief which may include, without intending to limit the same, to an action to recover sums due for damages, injunctive relief, foreclosure or lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved Apartment Owner.
2. All Apartment Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association for any related common area expense. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Apartment or its appurtenances. Nothing herein contained however, shall be construed so as to modify any waiver by insurance companies or rights of subrogation.
3. **Costs and Attorneys' fees.** In any proceeding arising because of an alleged default by an Apartment Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.
4. **No waiver of rights.** The failure of the Association or of an Apartment Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Apartment Owner to enforce such right, provision, covenant or condition in the future.
5. All rights, remedies and privileges granted to the Association or an Apartment Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus

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exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

6. In addition to the remedies available elsewhere in the Condominium Documents, the Association may levy fines against an Apartment for the failure of the Owner of the Apartment or the Apartment Owner's family, or its occupant, licensee, tenant, invitee, or guest of any of the foregoing, to comply with any provision of the Florida Condominium Act, the Declaration of Condominium, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, as same may be amended from time to time. The procedure for levying fines is as follows:
 - a. The Board of Governors shall appoint a Covenant Enforcement Committee (hereinafter Committee) which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration of Condominium, the Articles of Incorporation, the Bylaws, the Rules and Regulations of the Association, the Standards, Information and Procedures of the Association, or the Condominium Act are being or have been violated. In the event that the Committee determines an instance of such probable cause, it shall report same to the Board of Governors and the Board of Governors shall thereupon provide written notice to the person(s) alleged to be in violation, and the Owner of the Apartment which that person occupies or occupied at the time the violation was committed, if that person is not the Owner, of the opportunity for a hearing before the Committee as provided below. The notice shall also specify and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine in the highest amount permitted by law.
 - b. The Committee shall hold a hearing, after providing the person(s) alleged to be in violation, and the Owner of the Apartment which that person occupies or occupied at the time of the violation was committed, if that person is not the Apartment Owner, with reasonable notice of not less than fourteen days stating the date, time, and place of the hearing, the provisions of the Condominium Documents, Association Rules, or Condominium Act which have been violated and a short and plain statement of the matters asserted by the Committee. The Committee shall hear any defense to the charges of the Committee, including any witnesses that the alleged violator, the Apartment Owner, or the Committee may produce. Any party at the hearing may be represented by counsel.
 - c. Subsequent to any hearing, the Committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Committee determines that there is sufficient evidence, the Committee shall forward its findings, conclusions and recommendations to the Board of Governors. Based upon such Committee findings, conclusions, and recommendations, the Board of Governors may levy a fine for each violation in the amount provided herein. In the event the Board of Governors determines to levy a fine, the Board of Governors shall send a written notice to the violator and the Apartment Owner, if the violator is not the Apartment Owner, advising that the fine has been levied and requiring payment of the fine immediately upon receipt of such notice. The Apartment Owner shall be jointly and severally liable with the violator for payment of all fines.
 - d. Nothing herein shall be construed as a prohibition of or a limitation on the right that an Apartment Owner may have to obtain from a violator occupying his Apartment payment in the amount of any fine or fines assessed against that Apartment.
 - e. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Association to pursue other means to enforce the provisions of the various Condominium Documents, Association Regulations or the Florida Condominium Act, and all rights and remedies of the Association shall be cumulative.

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- f. A subsequent Apartment Owner, as grantee, is jointly and severally liable with the former Apartment Owner, as grantor and/or violator for all unpaid fines against the grantor and/or violator up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor and/or violator the amounts paid by the grantee.
7. Notwithstanding anything else contained herein, in the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of the Condominium Documents and/or the Florida Condominium Act, and the Apartment Owner complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorney's fees so incurred from the Apartment Owner, regardless of whether litigation is necessary for the enforcement. The costs and attorney's fee shall be deemed to be a special assessment against the Apartment Owner and shall be collectible in the same fashion as any other assessment as provided for under Article XI hereunder.

XIII. AMENDMENT.

Except for alterations in the Shares which can not be done except with the consent of all Apartment Owners whose Shares are being affected, and their mortgagees, the Condominium Documents may be amended in the following manner:

1. **Declaration.** Amendments to the Declaration shall be proposed and adopted as follows:
 - a. **Notice.** Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered.
 - b. **Resolution.** A resolution adopting a proposed amendment may be proposed by either the board of Governors of the Association or by the Apartment Owners meeting as members of the Association and after being proposed and approved by either of such bodies, must be approved by the others. Governors and Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than 66.6% of the Governors and 60% of the Apartment Owners.
 - c. **Recording.** A copy of each amendment shall be certified by at least two Officers of the Association as having been duly adopted and shall be effective when recorded in the public records of Broward County, Florida. Copies of the same shall be sent to each Apartment Owner in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.
2. **Articles of Incorporation and Bylaws.** The Articles of Incorporation and the Bylaws of the Association shall be amended in the manner provided by such documents.

XIV. TERMINATION.

The Condominium shall be terminated in the following manner:

1. The termination of the Condominium may be effected by the agreement of all Apartment Owners and First Mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the public records of Broward County, Florida.
2. **Destruction.** If it is determined in the manner elsewhere provided, that the property shall not be reconstructed after casualty, the Condominium Plan of Ownership will be terminated and the Condominium Documents revoked. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to the facts effecting the termination, which Certificate shall become effective upon being recorded in the public records of Broward County, Florida.
3. **Shares of Apartment Owners after Termination.** After termination of the Condominium, the Apartment Owners shall own the Property as tenants in common in undivided Shares and the holders of mortgages and liens against the Apartment or Apartments shall have mortgages and liens upon the respective undivided Shares of the Apartment Owners. Such

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undivided Shares of the Apartment Owners shall be set forth in Exhibit A. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the Apartment Owners and their First Mortgagees in proportion to the amount of the assessments paid by each Apartment Owner. The costs incurred by the Association in connection with a termination shall be a Common Expense.

4. Following termination, the Property may be partitioned and sold upon the application of any Apartment Owner. If the Board of Governors following a termination, by not less than a 75% vote, determines to accept an offer for sale of the Property, each Apartment Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Governors directs. In any event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.
5. The members of the Board of Governors acting collectively as agent for all Apartment Owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

XV. COVENANTS RUNNING WITH THE LAND.

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every Apartment and the appurtenances thereto; and every Apartment Owner and claimant of the Property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

XVI. LIENS.

1. **Protection of Property.** All liens against an Apartment other than for permitted mortgages, taxes or special assessments will be satisfied or otherwise removed within thirty days from the date the lien attaches. All taxes and special assessments upon an Apartment shall be paid before becoming delinquent.
2. **Notice of Lien.** An Apartment Owner shall give notice to the Association of every lien upon his Apartment other than that for permitted mortgages, taxes and special assessments within five days after the attaching of the lien.
3. **Notice of Suit.** An Apartment Owner shall give notice to the Association of every suit or other proceeding which will or may affect the title to his Apartment or any other part of the Property, such notice to be given within five days after the Apartment Owner receives notice thereof.
4. Failure to comply with this Article concerning liens and suits will not affect the validity of any judicial sale.
5. The Association shall maintain a register of all permitted mortgages.

XVII. JUDICIAL SALES.

1. No judicial sale of an Apartment nor any interest therein shall be valid unless:
 - a. **Approval of Association.** The sale is to a purchaser approved by the Board of Governors of the Association which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Broward County, Florida, or
 - b. **Public Sale.** The sale is a result of a public sale with open bidding.
2. **Unauthorized Transactions.** Any sale mortgage or lease which is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board of Governors of the Association.
3. In the event proceedings are instituted to foreclose any mortgage on any Apartment, the Association on behalf of one or more Apartment Owners, shall have the right to redeem from the mortgage for the amount due thereon or to purchase such Apartment at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings, and should the mortgagor fail to redeem from such mortgage, and in case

**DECLARATION OF CONDOMINIUM
SKY HARBOUR EAST, INC.**

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF SKY HARBOUR EAST, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached document with the incorporated amendments to the Declaration of condominium if Sky Harbour East, a Condominium as described in Official Records Book 2783, at Page 1 of the Public Records of Broward County, Florida, were duly adopted in accordance with the requirements of the Declaration of Condominium.

IN WITNESS THEREOF, we have affixed our hands this 2nd day of June, 2006, at Broward County, Florida.

By: R. Edwin Redfern, President
Print: R. EDWIN REDFERN
Attest: Russell L. Weaver, Secretary
Print: Russell L. Weaver

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2nd day of June, 2006 by Edward Redfern as President and Russell Weaver as Secretary of Sky Harbour East, Inc., a not-for-profit corporation on behalf of the corporation. They are personally known to me and did take an oath.



NOTARY PUBLIC:

Sign: Joanne Tosi
Print: Joanne Tosi

EXHIBIT A

ANNEXED TO AND MADE A PART OF
 "DECLARATION"
 BY CEDAR LANE DEVELOPERS, INC.
 DATED 28th DAY OF JUNE 1963

DESCRIPTION OF COMMON ELEMENTS:

All parts of the apartment building not included within the apartment units.

All improvements not included within the apartment building.

Installations for the furnishing of utility services to more than one apartment, or to an apartment other than the apartment containing the installation concerned, such as electric power, gas, hot and cold water, heating, ventilation, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.

With required personal property and installations in connection therewith, such as, but not limited to, elevators, tanks, pumps, motors, fans, exhaustors, ~~air conditioning~~ apartment balcony, dryers, parking areas.

The tangible personal property required for the maintenance and operation of the condominium property.

All other portions of the condominium property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by Statute.

NOTES:

Basings shown herein are based on assumed bearing of South 0°49'50" East on the East line of "BREAKWATER" Plat Book 42, Page 19, of Broward County Records, and all other bearings shown hereon are relative thereto.

Dimensions shown hereon for apartment areas include the terraces and/or balconies where they are shown, the entire apartment wall where it does not adjoin another apartment, and one-half of the terrace in each apartment area shown along the exterior wall.

The lower and upper limits of the apartment spaces are shown on the concrete floor slab, and the vertical spaces are shown on the ceiling slab respectively. Elevations, in feet, are based on U.S.C.G.S. datum.

Bottom of apartment floor: floor elevation 19.33

Bottom of apartment ceiling: floor elevation 28.00

Only apartment areas shown above are delineated by this preliminary plan. Other areas shown above are delineated by the preliminary plan. Other areas shown above are delineated by the preliminary plan. Other areas shown above are delineated by the preliminary plan.

DESCRIPTION:

A portion of Government Lot 7 and a portion of the former New River Sound in Section 13, Township 30 South, Range 42 East, Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of "BREAKWATER", according to the plat thereof recorded in Plat Book 42, Page 19, of the public records of Broward County, Florida, said point being on the North line of the South one-half (1/2) of said Government Lot 7, and 1131.65 feet East of the Northwest corner thereof; thence South 0°49'50" East along the East line of said "BREAKWATER", a distance of 613.47 feet to a point on the South right-of-way line of S.E. 21st Street and the Point of Beginning; thence North 82°27'19" East along the Easterly extension of the said South right-of-way line a distance of 5.88 feet to a point of curve; thence Northeasterly along a curve to the left, with a radius of 50 feet and a central angle of 83°17'08", an arc distance of 72.68 feet; thence North 0°49'50" West a distance of 130.49 feet; thence South 87°35'31" East a distance of 224.72 feet; thence South 1°00'21" East a distance of 72.63 feet to a point on the Westerly extension of the centerline of the North Jetty of Port Everglades; thence South 87°35'31" East along the said Westerly extension a distance of 60.11 feet; thence South 1°00'21" East a distance of 203.12 feet; thence South 88°16'42" West a distance of 335.23 feet to the Southeast corner of said "BREAKWATER"; thence North 0°49'50" West along the said East line of "BREAKWATER" a distance of 116.17 feet to the Point of Beginning.

CERTIFICATION

These "surveyor plans" shall be supplemented by a final survey of property referred to as apartments in the aforesaid Declaration, all of which shall be contained in the building known as Sky Harbour East; said building being located on premises as above-described.

These "surveyor plans" and exhibits, together with the wording of the "Declaration", are a correct representation of the improvements described.

CERTIFIED TO CEDAR LANE DEVELOPERS, INC. Dated this 28th day of June, 1963

McLAUGHLIN ENGINEERING CO.

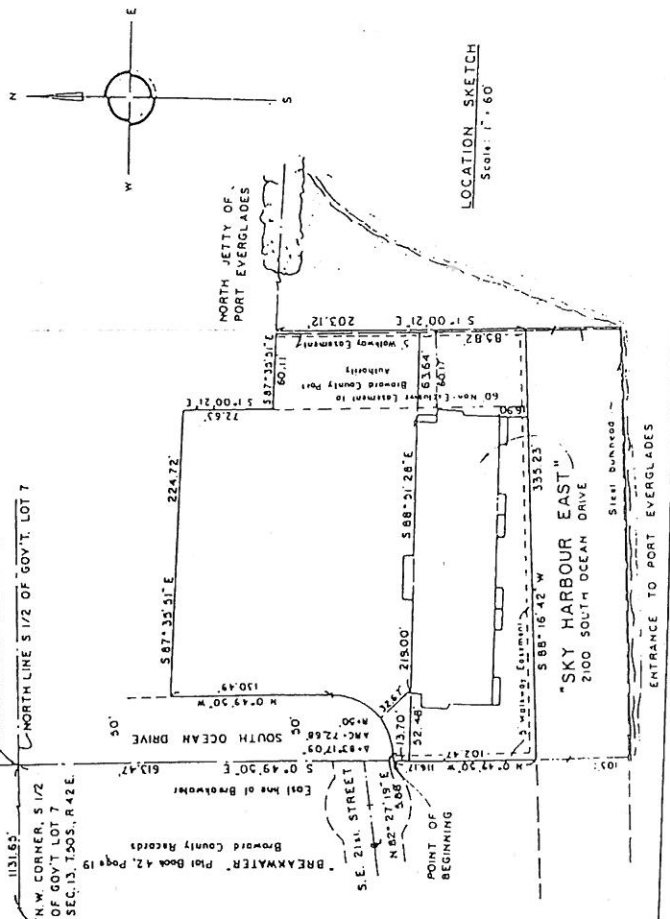
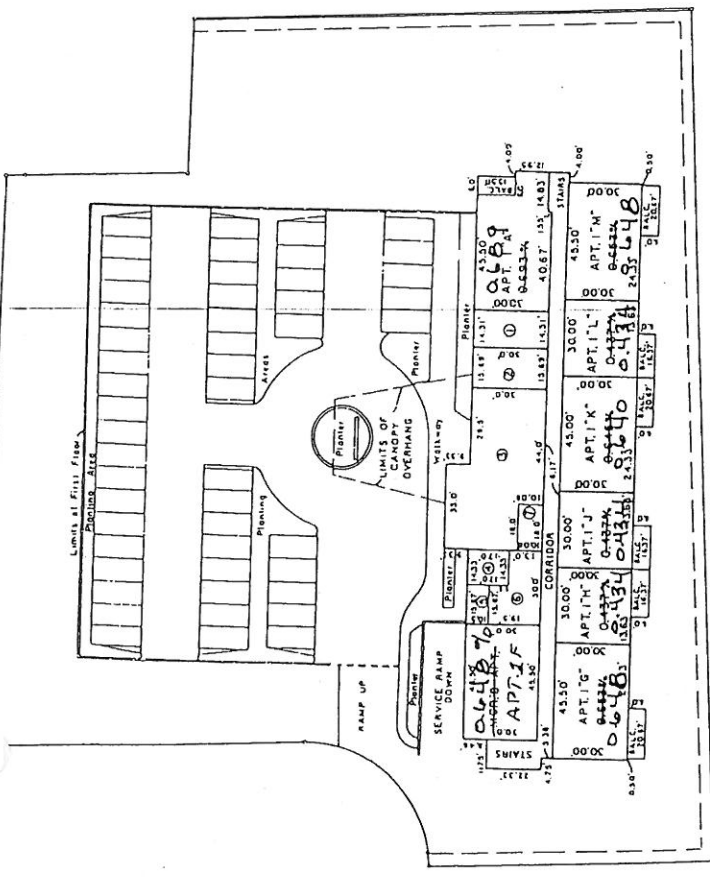
By *J. W. McLaughlin*
 Registered Engineer NS 1713
 Registered Land Surveyor No. 167
 State of Florida

**SKY HARBOUR EAST CONDOMINIUM
 FIRST FLOOR PLAN**

2100 SOUTH OCEAN DRIVE
 FORT LAUDERDALE, FLORIDA
 FOR
CEDAR LANE DEVELOPERS, INC.

McLAUGHLIN ENGINEERING CO.
 400 N. E. 2ND AVENUE
 FORT LAUDERDALE, FLORIDA

DRAWN: L.P.H. DATE: 6-28-63 SCALE: 1" = 30'
 CHECKED: D.F.B. JOB NO.: C-3088 DWG. NO.: D-33



ARTICLES OF INCORPORATIONOFSKY HARBOUR EAST, INC.

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes 1961, and certify as follows:

ARTICLE I.

The name of the corporation shall be SKY HARBOUR EAST, INC. For convenience the corporation shall herein be referred to as the Association.

ARTICLE II.

Purpose

The purpose for which the Association is organized is stated as follows:

1. A condominium known as Sky Harbour East is being constructed upon the following lands in Broward County, Florida:

A portion of Government Lot 7 and a portion of the former New River Sound in Section 13, Township 50 South, Range 42 East, Broward County, Florida, more fully described as follows:

Commencing at the Northeast corner of "BREAKWATER", according to the plat thereof recorded in Plat Book 42, page 19, of the Public Records of Broward County, Florida, said point being on the North line of the South one-half (3 1/2) of said Government Lot 7 and 1131.65 feet East of the Northwest Corner thereof; thence South 0°49'50" East along the East line of said "BREAKWATER", a distance of 613.47 feet to a point on the South right-of-way line of S. E. 21st Street and the Point of Beginning; thence North 82°27'19" East along the Easterly extension of the said South right-of-way line a distance of 5.88 feet to a point of curve; thence North-easterly along a curve to the left, with a radius of 50 feet and a central angle of 83°17'09", an arc distance of 72.68 feet; thence North 0°49'50" West a distance of 130.49 feet; thence South

87°36'51" East a distance of 224.72 feet; thence South 1°00'21" East a distance of 72.63 feet to a point on the Westerly extension of the centerline of the North jetty of Port Everglades; thence South 87°35'51" East along the said Westerly extension a distance of 60.11 feet; thence South 1°00'21" East a distance of 203.12 feet; thence South 88°16'42" West a distance of 335.23 feet to the Southeast corner of said "BREAKWATER"; thence North 0°49'50" West along the said East line of "BREAKWATER" a distance of 116.17 feet to the point of Beginning.

2. The documents creating the condominium provide for the ownership, operation, management, maintenance and use of 172 apartments within the Property together with certain other improvements. This Association is organized for the purpose of providing a convenient means of administering the condominium by the owners thereof.

3. The Association shall make no distributions of income to its members, Governors or officers.

ARTICLE III.

Powers

The powers of the Association shall include and 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 these Articles.

2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

- (a) To make and collect assessments against members to defray the costs of the condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) The maintenance, repair, replacement and operation of the condominium property.
- (d) The reconstruction of improvements after casualty and the further improvements of the

Property.

- (e) To make and amend regulations respecting the use of the Property in the condominium.
- (f) To approve or disapprove of proposed purchasers, lessees and mortgage of apartments.
- (g) To enforce by legal means the provisions of the condominium documents, these Articles, the By-Laws of the Association and the regulations for the use of the Property in the condominium.
- (h) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Governors or the membership of the Association.

3. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the Property.

ARTICLE IV.

Members

The qualification of members, the manner of their admission and voting by members shall be as follows:

1. All owners of apartments in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

2. Membership in the Association shall be established by the recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a change of record title to an apartment in the condominium and the delivery to the Association

of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the apartments in the condominium.

ARTICLE V.
Governors

1. The affairs of the Association will be managed by a Board of not less than three nor more than 9 Governors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three Governors.

2. Governors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the By-Laws except that for so long as Cedar Lane Developers, Inc., a Florida corporation, or its successors is the owner of not less than ten (10) Apartments, it shall have the right to elect a majority of the Governors, who need not be residents of the condominium and for so long as said corporation is the owner of not less than four (4) Apartments it shall have the right to elect at least 40% of the Governors who need not be residents of the condominium. Governors may be removed and vacancies on the board of Governors shall be filled in the manner provided by the By-Laws.

3. The names and addresses of the members of the first board of governors who shall hold office until their successors are elected and have qualified or until removed are as follows:

NAME	ADDRESS
O. A. BODNICKS	2100 South Ocean Drive
O. J. LACZDANS	2100 South Ocean Drive
OTO EJUPS	2100 South Ocean Drive
	FORT LAUDERDALE, FLORIDA

ARTICLE VI.

Officers

The affairs of the Association shall be administered by officers elected by the board of governors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the board of governors. The names and addresses of the officers who shall serve until their successors are designated by the board of governors are as follows:

NAME	ADDRESS
O. A. BODNIEKS, President	2100 South Ocean Drive
OTO EJUPS, Secretary	2100 South Ocean Drive
O. J. LAGZDINS, Treasurer	2100 South Ocean Drive
	FORT LAUDERDALE, FLORIDA

ARTICLE VII.

Indemnification

Every governor and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a governor or officer of the Association, or any settlement thereof, whether or not he is a governor or officer at the time such expenses are incurred, except in such cases wherein the governor or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement the indemnification herein shall apply only when the board of governors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such governor or officer may be entitled.

ARTICLE VIII.

By-Laws

The By-Laws of the Association shall be adopted by the board of governors, and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX.

Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution approving a proposed amendment may be proposed by either the board of governors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Such approvals must be by 75% of all of the governors and by not less than 75% of the members of the Association. Governors and members not present at the meetings considering the amendment may express their approval in writing.

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

ARTICLE X.

Term

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner in accordance with the Declaration. The Association shall be terminated by the termination of the condominium in accordance with the provisions of the condominium documents.

ARTICLE XI.

Subscribers

The names and residences of the subscribers of these

Articles of Incorporation are as follows:

O. A. BODNIEKS	1920 South Ocean Drive
O. J. LAGZDINS	1920 South Ocean Drive
OTO EJUPS	921 Northeast 17th Avenue FORT LAUDERDALE, FLORIDA

ARTICLE XII.

If any provision of these Articles of Incorporation, or any section, sentence, clause, phrase, word, right, duty or obligation, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Florida, then the said laws shall be deemed controlling and the validity of the remainder of these Articles of Incorporation and the application of any such provision, section, sentence, clause, phrase, word, right, duty or obligation shall, in other circumstances, not be affected thereby.

IN WITNESS WHEREOF the subscribers have hereto affixed their signatures this 10th day of October, 1963.

[Signature]
O. A. BODNIEKS L.S.

[Signature]
O. J. LAGZDINS L.S.

[Signature]
OTO EJUPS L.S.

STATE OF FLORIDA :
COUNTY OF BROWARD :

BEFORE ME, the undersigned authority, personally appeared O. A. BODNIEKS, O. J. LAGZDINS and OTO EJUPS, who after being sworn acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed this 10th day of October, 1963.

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
At Large

My Commission expires:



Office of Secretary of State

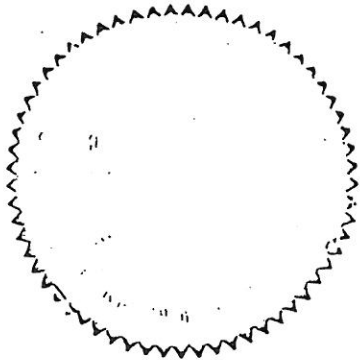
I, Tom Adams, Secretary of State of the State of Florida, do hereby certify that the above and foregoing is a true and correct copy of

CERTIFICATE OF INCORPORATION OF

SKY HARBOUR EAST, INC.,

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 14th day of October, A. D., 1963 as shown by the records of this office.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the 15th day of October, A. D. 1963.



Tom Adams Secretary of State

This instrument was prepared by:
Lee H. Burg, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

INSTR # 108708536
OR BK 46345 Pages 632 - 633
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DEPUTY CLERK 3305
#1, 2 Pages

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF
SKY HARBOUR EAST, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Sky Harbour East, Inc., having been recorded in Official Records Book 2783, at page 1, of the Public Records of Broward County, Florida, was duly adopted in the manner provided in the governing documents of the Association, at a meeting held April 14, 2009.

IN WITNESS WHEREOF, we have affixed our hands this 29 day of June, 2009, at Fort Lauderdale, Broward County, Florida.

WITNESSES

Sign [Signature]

Print JOHN NOLAN II

Sign [Signature]

Print Jo Anne Tosi

By: [Signature]

Richard Aho, President
2100 South Ocean Drive #8K
Fort Lauderdale, FL 33316

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of June, 2009, by Richard Aho, as President of Sky Harbour East, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC - STATE OF FLORIDA

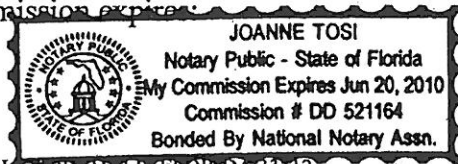
Personally Known OR
Produced Identification _____

Type of Identification _____

Sign [Signature]
Print Jo Anne Tosi

My Commission expires _____

ACTIVE: 1878587_1



AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
SKY HARBOUR EAST, INC.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

V. USE RESTRICTIONS

8. Pets. No pets of any kind are permitted on the grounds or within the Sky Harbour East building. A pet is defined as "a non-human living creature." Only service animals utilized by persons with disabilities are permitted at Sky Harbour East. The resident must provide appropriate documentation that the service animal is a medical necessity. The service animal cannot be a nuisance to other residents and guests. The resident or apartment owner is financially responsible for any damaged caused by the animal.