

DECLARATION OF CONDOMINIUM

OF

75- 84616

NATURA CONDOMINIUM NO. 3

COMMONWEALTH PARK CONDOMINIUM, LTD., a Florida limited partnership, hereinafter called "Developer", for itself, its successors, grantees and assigns, being the owner of the fee simple title to the property hereinafter described, hereby submits said property to condominium ownership, pursuant to Chapter 711 of the Florida Statutes, hereinafter called the "Condominium Act", subject to the encumbrances referred to in Article V hereof.

The condominium property created by this Declaration is part of the residential community named Natura in the City of Deerfield Beach, Broward County, Florida, pursuant to that certain Declaration of Covenants and Restrictions (the "Declaration of Covenants and Restrictions") heretofore filed among the Public Records of Broward County, Florida, under Clerk's File No. 75-83842 affecting the condominium property of this Condominium, as well as other property in the residential community. All of the provisions of the Declaration of Covenants and Restrictions and, unless terminated as provided herein, all the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons, agree to be bound by the provisions hereof, the By-Laws and Articles of Incorporation of the Condominium Association and the Declaration of Covenants and Restrictions. Both the burdens imposed and the benefits provided shall run with each unit and the interests in common property as defined herein.

1. Definitions. As used herein and in the By-Laws attached hereto and in all amendments hereto, unless the context requires otherwise:

- (A) "Assessment" means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owner.
- (B) "Association" or "Corporation" means the non-profit association responsible for the operation of the condominium whose name appears at the foot of this Declaration.
- (C) "By-Laws" means the By-Laws for the government of the condominium as they exist from time to time.
- (D) "Common Elements" means the portion of the condominium property not included in the units.

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THIS INSTRUMENT PREPARED BY MARTIN B. SHAPIRO, ESQ., OF THE LAW FIRM OF GREENBERG, TRAUIG, HOFFMAN, LIPOFF & QUENTEL, P.A., FORTE PLAZA, 1401 BRICKELL AVENUE, MIAMI, FLORIDA 33131

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- (E) "Common expenses" include the expenses of administration and maintenance of the condominium property; the expenses declared to be common expenses herein and/or by the By-Laws and any other valid charge against the condominium as a whole; common expenses shall not include, except for the purpose of enforcing collection of same, the annual and any special assessment due under the Declaration of Covenants and Restrictions.
- (F) "Common surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.
- (G) "Condominium" is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.
- (H) "Condominium parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit.
- (I) "Condominium property" means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
- (J) "Declaration" or "Declaration of Condominium" or "Enabling Declaration" means this instrument, or as it may from time to time be amended.
- (K) "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, or any other generally recognized institutional-type lender authorized to do business in Florida.
- (L) "Operation" or "operation of the condominium" means and includes the administration and management of the condominium property, and, where applicable, the Association Owned Lands.
- (M) "Unit" means a part of the condominium property which is to be subject to private ownership. The word "apartment" as used herein is synonymous with the word "unit" as defined herein.
- (N) "Unit owner" or "owner of a unit" means the owner of a condominium parcel. The words "apartment owner" as used herein are synonymous with the words "unit owner" as defined herein.
- (O) "Limited Common Elements" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units.

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- (P) "Utility service" as used in the Condominium Act and as construed with reference to this condominium, and as used in this Declaration and the By-Laws attached hereto shall include, but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

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

II. Condominium parcels; appurtenances; possession and enjoyment

- (A) The condominium parcel is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law.
- (B) There shall pass with a unit as appurtenances thereto:
- (1) An undivided share in the common elements.
 - (2) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
 - (3) An undivided share in the common surplus.
- (C) The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.
- (D) The owner of the respective "condominium unit" shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective "condominium unit", nor shall owner be deemed to own pipes, wires, conduits or other utility lines running through said respective "condominium unit" which are utilized for or serve more than one "condominium unit" which items are by these presents hereby made a part of the "common elements". Said owner, however, shall be deemed to own the walls and partitions, which are contained in said owner's respective "condominium unit", and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.
- (E) Balconies and terraces are deemed limited common elements and the owner of a unit shall have the exclusive use of the balcony or terrace adjoining his unit. The unit owner who has the right to the exclusive use of the balcony or terrace shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said exterior balcony or terrace, and the fixed and/or sliding glass door(s) in the entrance way, and the replacement of lightbulbs and the wiring, electrical outlets and fixtures thereon, if any.

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III. Restraint upon separation and partition of common elements.

- (A) The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described.
- (B) A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.
- (C) The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

IV. Common Elements

- (A) Common elements includes within its meaning the following items:
 - (1) The land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.
 - (2) All parts of the improvements which are not included within the units.
 - (3) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.
 - (4) An easement of support in every portion of a unit which contributes to the support of a building.
 - (5) Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.
 - (6) The property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements.

V. Description of property involved

- (A) The developer does hereby submit to condominium ownership that certain land lying and being in Broward County, Florida as described in Exhibit 1 attached hereto together with the improvements situate thereon and the appurtenances thereto; subject, however, to taxes for the current year and subsequent years and conditions, restrictions, limitations, covenants and easements of record.

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- (B) Attached hereto as Exhibit 3 is a survey of said land, together with a graphic description of the improvements in which the units are located and a plot plan thereof.
- (C) The identification, location and dimensions of each unit and the common elements appear on the aforedescribed exhibits. Together with this Declaration, they are in sufficient detail to identify the common elements, each unit and their relative locations and approximate dimensions. The legend and notes contained thereon are incorporated herein and made a part hereof by reference.
- (D) Subject condominium is identified by the name NATURA CONDOMINIUM NO. 3.

VI. Amendment to Plans.

- (A) Alteration of apartment plans. Developer reserves the right to change the interior design and arrangements of all units, and to alter the boundaries between the units, so long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration. If more than one unit is involved, the developer shall apportion between the units the shares in the common elements which are appurtenant to the units concerned.
- (B) Amendment of Declaration. The Amendment of this Declaration reflecting such authorized alteration of plans by Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, apartment owners, lienors or mortgagees, whether or not elsewhere required for an amendment.

VII. Percentage of ownership of common elements and voting rights.

The condominium property is hereby declared to contain and is divided into forty-two (42) units. Each such unit, together with its undivided share of the common elements, constitutes a condominium parcel.

For purposes of identification, each parcel has been numbered. The undivided share owned by each unit owner in the common elements appurtenant to each unit, the percentage of sharing common expenses and owning common surplus are all shown on Exhibit 2 attached hereto.

The respective undivided interests as set forth in Exhibit 2 have been carefully established, giving effect to numerous criteria, and cannot be changed, altered or amended. Each unit owner is entitled to one vote for each unit owned by him.

VIII. Amendment of Declaration

- (A) This Declaration may be amended at any regular or special meeting of the unit owners of this condominium called or convened in accordance with the By-Laws, by the affirmative vote of voting members

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casting not less than three-fourths (3/4) of the total vote of the members of the condominium. All amendments shall be recorded and certified, as required by the Condominium Act.

- (1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the execution of the amendment.
- (2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

(B) Invalidation of any part of this Condominium Declaration, or any provision contained in the Plat of the condominium property, or in a conveyance of a unit in the condominium by Judgment, Court Order or law shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IX. By-Laws

The operation of the condominium property shall be governed by the By-Laws of the association whose name appears at the foot of this Declaration, a copy of which is attached hereto and made a part hereof as Exhibit 4. No modification of or amendment to these By-Laws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth herein. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel.

X. The Association, its Powers and Responsibilities

Every owner of a condominium parcel, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, and shall be bound by the By-Laws and Articles of Incorporation of the Association and the provisions of this Declaration.

The powers and duties of the Association shall include those set forth in the By-Laws referred to in Article IX above, but in addition thereto, the Association shall have all of the powers and duties set forth in the

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Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, including:

- (1) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.
- (2) The power to make and collect assessments and to lease, maintain, repair and replace the common elements.
- (3) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners at all times.
- (4) The power to enter into contracts with others for a valuable consideration, for the maintenance and management of the subject property, including the normal maintenance and repair of the common elements, and in connection therewith to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, etc. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements and Association Owned Lands as hereinafter described, but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium units.
- (5) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property and Association Owned Lands and for the health, comfort, safety and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

XI. Maintenance; Limitation Upon Improvement

- (A) The maintenance of the common elements shall be the responsibility of the Association, unless otherwise provided in the Declaration of Covenants and Restrictions.
- (B) There shall be no material alteration or substantial additions to the common elements, except in a manner provided herein.
- (C) No unit owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

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XII. Common Expenses and Common Surplus

- (A) Common expenses shall include expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as common expenses by this Declaration and the By-Laws.
- (B) Funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages of sharing common expenses provided in this Declaration.
- (C) The common surplus shall be owned by unit owners in the shares provided in this Declaration.

XIII. Assessments; Liability; Lien and Priority; Interest; Collections

- (A) The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium and any expenses allocable to services being rendered by a management company with which the Association may contract. A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance.
- (B) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements, services or recreation facilities, or by abandonment of the unit for which the assessment was made.
- (C) Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of nine per cent (9%) per annum until paid.
- (D) The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the owner of such condominium parcel until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the Public Records of Broward County, Florida in the manner provided by law, but such

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liens shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interest of the Association. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by said Act.

- (E) Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the statute. The Association may bid at any sale in same and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.
- (F) Where the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or where an institutional first mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns.
- (G) Any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record (or deed in lieu thereof), as specifically provided in the paragraph immediately preceding, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.
- (H) The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any unit owner or group of unit owners, or to any third party.
- (I) Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit as set out in greater detail in the statutes made and provided for same.

XIV. Termination of condominium

If all unit owners and the holders of all liens and mortgages affecting any of the condominium parcels execute and duly record an instrument terminating the condominium

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property, or if "major damage" occurs as defined in the insurance clauses hereunder, said property shall be deemed to be subject to termination and thereafter owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall then become the percentage of the undivided interest previously owned by such owner in the common elements.

XV. Equitable Relief

In the event of major damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a court of equity having jurisdiction in and for Broward County, Florida, for equitable relief, which may, but need not necessarily include a termination of the condominium and a partition.

XVI. Limitation of Liability

- (A) The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.
- (B) The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

XVII. Liens

- (A) With the exception of liens which may result from the initial construction of this condominium, no liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.
- (B) Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to his unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.
- (C) In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such condominium parcel.

XVIII. Remedies for Violation

Each unit owner shall be governed by and conform with this Declaration and the By-Laws attached hereto. Failure to do so shall entitle the Association or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

XIX. Easements

- (A) Owners of units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their units over stairs, terraces, balconies, elevators, walks and other common elements.
- (B) All condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists. If the condominium property be destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.
- (C) Easements are reserved through the condominium property as may be required for utility service in order to serve the condominium adequately; provided, however, such easements through an apartment shall only be according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner. This provision is in no way intended to abridge any other rights or privileges granted to the Condominium Association hereunder.

XX. Membership in Association

- (A) The Condominium Association whose name appears at the foot of this Declaration was chartered to perform the acts and duties desirable in connection with the management of the units and common elements defined and described in this Condominium Declaration, and to levy and enforce collection of assessments necessary to perform said acts and duties.
- (B) All unit owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said units.
- (C) Owners of each unit shall collectively be entitled to one (1) vote, in accordance with voting privileges set forth in the By-Laws attached hereto as Exhibit 4.

XXI. Assessments

- (A) The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the common elements, plus operating and maintenance expenses, and other reasonable and necessary expenses.
- (B) The percentage of the annual assessment chargeable for each fiscal year against each unit is set forth in Exhibit 2. The annual assessment shall be broken into twelve (12) equal installments, each installment being payable in advance on the first day of each month, but the Board of Directors has the power to establish other collection procedures. In addition, the Association has the power to levy special assessments against each unit in their respective percentages if a deficit should develop in the treasury for the payment of common expenses.

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XXII. Rights of Developer

- (A) In the event there are unsold units, the Developer retains the right to be the owner of said units under the same terms and conditions as all other unit owners in said condominium; however, said Developer, for such time as it continues to be a unit owner, but not exceeding six (6) months after the date of the filing of this Declaration, shall only be required to contribute such sums to the common expenses of the condominium, in addition to the total monthly common expense assessments paid by all other unit owners, as may be required for the association to maintain the condominium, as provided in this Declaration and exhibits attached hereto, but in no event shall the developer be required to contribute to the common expenses as to the units owned by it in an amount exceeding the obligation for such unit as specified and set forth in Exhibit 2 attached to this Declaration. Commencing six (6) months after the date of the filing of this Declaration, the developer shall contribute to the common expenses, as to the units owned by it, in the same manner as all other unit owners, as provided in Exhibit 2 attached to this Declaration.
- (B) The first Board of Directors of the Condominium Association will remain in office, and the developer will control the operation of the condominium until May 31, 1979, or until developer elects to turn over control to the apartment unit owners, whichever shall first occur. Upon any of said events, a special meeting for the purpose of electing interim directors will be held upon due and proper notice being given to all members in accordance with the By-Laws. The interim election and all subsequent elections shall take place in accordance with the procedures set forth in the By-Laws as applicable to regular annual meetings.

XXIII. Obligations of Members

In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

- (A) Promptly pay the assessments levied by the Association and the annual and any special assessment due under the Declaration of Covenants and Restrictions.
- (B) Maintain in good condition and repair his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.
- (C) Not use or permit the use of his unit for any purpose other than as a single family residence for himself and members of his family and social guests, and maintain his unit in a clean and sanitary manner.

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- (D) Dogs or cats shall not be permitted to reside on the premises. (If pets are permitted by the preceding sentence, they shall not exceed a weight of fifteen (15 lb.) pounds at maturity, be kept by its owner in his unit, and shall at all times be carried by its owner while in the elevator and in other common areas of the Condominium.) Children under fourteen (14) years of age shall not be permitted to reside on the premises except as temporary visitors for reasonable periods not exceeding a total of thirty (30) days per calendar year.
- (E) Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.
- (F) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him do likewise.
- (G) Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building.
- (H) Allow the Board of Directors or the agents and employees of the Association or the management company to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with this Condominium Declaration.
- (I) Show no sign, advertisement or notice of any type on the common elements or his unit, and erect no exterior antennas and aerials except as provided in uniform regulations promulgated by the Association.
- (J) Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the management company or the Association. Plumbing and electrical repairs within a unit shall be the financial obligation of the owners of the unit and paid for forthwith, whereas the corporation shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.
- (K) Return the "condominium parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his condominium parcel. For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium Unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium, including land and improvements, as has been assigned to said unit in this Condominium Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

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XXIV. Enforcement of Maintenance

In the event the owner of a unit fails to maintain it as required herein, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a Court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition, and to collect such assessment and have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right, for its employees or agents, to enter the unit and do the necessary work to enforce compliance with the above provisions.

XXV. Insurance

- (A) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the condominium and on the Association Owned Lands, together with such other insurance as the Association deems necessary in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company with an "A" rating or better, in an amount which shall be equal to the maximum insurable replacement value as determined annually; and the premiums for such coverage and other expenses in connection with said insurance shall be assessed against the unit owners as part of the common expenses. The named insured shall be the Association, individually and as agent for the apartment owners, without naming them, and as agent for their mortgagees.

Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

(B) Coverage

- (1) Casualty. All buildings and improvements upon The Condominium Property and Association Owned Lands shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

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

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- (b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.
- (2) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner,
- (3) Workmen's compensation policy to meet the requirements of law.
- (4) Such other insurance as the Board of Directors of the Association shall determine from time to time desirable.
- (C) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.
- (D) Insurance Trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee, which shall be designated by the Board of Directors and which shall be any bank or trust company in Florida with trust powers. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:
- (1) Common elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.
- (2) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:
- (a) 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 apartment owner, which cost shall be determined by the Association.
- (b) When the building is not to be restored - An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

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- (3) Improvements on Association Owned Lands. Proceeds on account of damage to improvements located on Association Owned Lands shall be for the reconstruction of said improvements.
- (4) 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; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.
- (E) Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:
- (1) Expense of the trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.
- (2) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
- (3) 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 remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
- (4) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the apartment owners and their respective shares of the distribution.

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- (F) Association as agent. The association is hereby irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- (G) Unit owners obligation. Each unit owner has the obligation to purchase public liability insurance to protect himself against claims due to accidents within his unit, and shall purchase casualty insurance on the contents within said unit.

XXVII. Reconstruction or repair after casualty

- (A) Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:
- (1) Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.
 - (2) Apartment building.
 - (a) Lesser damage. If the damaged improvement is the apartment building, and if apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.
 - (b) Major damage. If the damaged improvement is the apartment building, and if apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty, the owners of 75% of the common elements agree in writing to such reconstruction or repair.
 - (3) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.
- (B) Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the

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owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

- (C) Responsibility. If the damage is only to those parts of one apartment for which the responsibility of 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.
- (D) Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- (E) Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all apartment owners in proportion to their shares in the common elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time, during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.
- (F) 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 costs in the following manner:
- (1) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments 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.
 - (2) 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 assessment

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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 and order:

- (a) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by 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.
- (b) Association - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
- (c) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.
- (d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. 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 to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.
- (e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or

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otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

XXVIII. The Condominium as a Part of the Residential Community Named Natura.

This Condominium is included within the residential community named Natura pursuant to the provisions of the Declaration of Covenants and Restrictions heretofore recorded among the Public Records of Broward County, Florida affecting certain property of which the property of this condominium is a part. Said Declaration of Covenants and Restrictions is hereby incorporated within this Declaration of Condominium by reference as is fully set forth herein. The term "owner" as defined in the Declaration of Covenants and Restrictions shall be deemed to include an owner of a condominium unit in this condominium and the term "dwelling unit" as defined in the Declaration of Covenants and Restrictions shall be deemed to include a condominium unit in this condominium, and, as such, each owner of a condominium unit and each condominium unit shall be entitled to the benefits and subject to the burdens, obligations and responsibilities set forth in the Declaration of Covenants and Restrictions including, without limitation, the obligation to pay each and every assessment therein described (including the Recreational Facilities Purchase Assessment (RPPA)).

Each owner of a condominium unit shall be a member of Natura, Inc. as well as a member of the condominium association named at the foot of this Declaration. Each owner of a unit in the condominium acknowledges that it is in the best interests of all of the residents of Natura that Natura, Inc. perform, without interference, those functions more fully described in the Declaration of Covenants and Restrictions and in the By-Laws and Articles of Incorporation of Natura, Inc. and that neither the unit owners nor the condominium association shall perform any acts which will interfere with the carrying out of the functions and duties which are the responsibility of Natura, Inc. Natura, Inc. has delegated the performance of its duties to a management firm for the term of the management agreement entered into by and between Natura, Inc. and the management firm and each unit owner in this condominium

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ratifies, approves and confirms each and every provision of the management agreement. The Board of Directors of the condominium association shall have the right to delegate the performance of any or all of its duties and obligations to the management firm including, without limitation, the right to collect the assessments due the condominium association from its members and to pay the expenses of the condominium in accordance with the budget of the condominium association adopted from time to time.

Each unit owner in the condominium shall be entitled to and shall be assigned the exclusive use of an automobile parking space on the common properties of the residential community in accordance with the provisions of the Declaration of Covenants and Restrictions.

XXIX. Utility Easements

The Condominium property of this Condominium shall be subject to such easements for utilities as may be required to properly and adequately serve this Condominium, and other improvements in the residential community named Natura. Each of said easements, whether heretofore or hereafter created, shall constitute a covenant running with the land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The unit owners of this Condominium do hereby designate the developer and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

XXX. Warranties

Except for any express written warranty that may be given by the developer for the benefit of an immediate grantee of the developer, the developer specifically disclaims the existence of any other warranties respecting the improvements to be constructed upon the condominium property including, but not limited to, any implied warranty of fitness or merchantability. Developer further disclaims any intent to have made any warranty or representation in connection with the condominium documents except as specifically set forth herein, and no person shall rely upon any warranty or representation not so specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed. The developer shall not be responsible for conditions resulting from condensation on or expansion or contraction of materials, paint over walls, both interior and exterior, loss or injury caused in any way by the elements; the water tightness of windows and doors, defects which are the result of characteristics common to the materials used, and, damage due to ordinary wear and tear or abusive use, collection of water within the building or on any portion of the condominium property nor anything of any type or nature except such items as are specifically delineated

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and agreed to in writing between the developer and the individual unit owner and it shall be understood and agreed that the developer shall bear no responsibility in any way as to the matters provided in this paragraph to the Condominium Association. Guaranties have been obtained from all sub-contractors, such as plumber, electrical air conditioning and roofer, and warranties have been obtained from the manufacturers of all appliances and equipment as specified by said manufacturers and sub-contractors, and it shall be the obligation of the Condominium Association and its members to enforce such guaranties.

XXXI. Miscellaneous

- (A) In case of conflict between the provisions of this Declaration of Condominium and the provisions of the Declaration of Covenants and Restrictions, the conflict shall be resolved in favor of the provisions of the Declaration of Covenants and Restrictions except where such resolution would render void the Declaration of Condominium under Florida law. If any provisions of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration, the By-Laws attached hereto, or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.
- (B) Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by certified mail at their place of residence in the condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by certified mail at the primary office of the Association.
- All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.
- (C) The Remedy for Violation provided for by Section 23 of the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to bring Court action to bring about the compliance with the law, this Declaration and the By-Laws, upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing such action, as determined by the Court.
- (D) Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the operation of a condominium in accordance with the laws made and provided for same. As used herein, the term "member" means and refers to any person, natural or corporate, who is

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FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, NATURA CONDOMINIUM NO. 3 ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and exhibits attached hereto.

In Witness Whereof, NATURA CONDOMINIUM NO. 3 ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 13th day of May, 1975.

Signed, Sealed and Delivered in the Presence of:

NATURA CONDOMINIUM NO. 3 ASSOCIATION, INC.

Steven J. Kravitz

By: [Signature] (SEAL)
President

Barbara L. Kenero

Attest: Herbert Kravitz
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY THAT on this day before me personally appeared DAVID NELSON and HERBERT KRAVITZ, President and Secretary, respectively, of NATURA CONDOMINIUM NO. 3 ASSOCIATION, INC., a Florida corporation, not for profit, to me known to be the persons who signed the foregoing Declaration of Condominium as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 13th day of May, 1975.

Steven J. Kravitz
Notary Public
State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
My Commission Expires May 12, 1979
BOSTON TRUST COMPANY BUILDING AVENUE

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NATURA CONDOMINIUM NO 3

DESCRIPTION

That portion of the SW $\frac{1}{4}$ of Section 1, Township 48 South, Range 42 East, Broward County, Florida, described as follows:

Commencing at the center of said Section 1, run S. 87° 54' 22" W. 1132.80 feet along the north boundary of said SW $\frac{1}{4}$; thence, S. 2° 05' 38" E. 10.58 feet to a Point of Beginning; thence, S. 14° 05' 38" E. 212 feet; thence, S. 75° 54' 22" W. 63.33 feet; thence, N. 14° 05' 38" W. 37.67 feet; thence, N. 75° 54' 22" E. 8.67 feet; thence, N. 14° 05' 38" W. 119.67 feet; thence, S. 75° 54' 22" W. 168.33 feet; thence, S. 14° 05' 38" E. 8.67 feet; thence, S. 75° 54' 22" W. 37.67 feet; thence, N. 14° 05' 38" W. 63.33 feet; thence, N. 75° 54' 22" E. 260.67 feet to the Point of Beginning.

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EXHIBIT 1 - DESCRIPTION

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EXHIBIT 2

The share, expressed as a percentage, of the common elements, common expenses and common surplus that is appurtenant to each Condominium Unit in Natura Condominium No. 3 is as follows:

UNIT NO.	PERCENTAGE
101	2.61400
102	2.61400
103	2.61400
104	2.61400
105	2.14081
106	2.14081
107	2.14081
108	1.92905
109	1.92905
110	2.14081
111	2.61400
112	2.61400
113	2.61400
114	2.61400
201	2.61400
202	2.61400
203	2.61400
204	2.61400
205	2.14081
206	2.14081
207	2.14081
208	1.92905
209	1.92905
210	2.14081
211	2.61400
212	2.61400
213	2.61400
214	2.61400
301	2.61400
302	2.61400
303	2.61400
304	2.61400
305	2.14081
306	2.14081
307	2.14081
308	1.92905
309	1.92905
310	2.14081
311	2.61400
312	2.61400
313	2.61400
314	2.61400
TOTAL	100.00000%

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CERTIFICATE OF SURVEYOR
FOR
NATURA CONDOMINIUM NO. 3

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared MAURICE E. BERRY II, by me well known and known to me to be the person hereinafter described, who, being by me first duly cautioned and sworn, deposes and says on oath as follows, to wit:

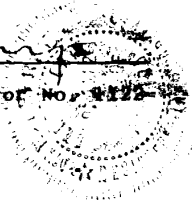
1. That he is a duly registered and duly licensed land surveyor authorized to practice under the laws of the State of Florida.

2. Affiant hereby certifies that the construction of the improvements described is sufficiently complete so that such material, i.e., this Survey Exhibit 3, together with the wording of the Declaration of Condominium to which this Survey Exhibit is attached and the other Exhibits attached to said Declaration, is a correct representation of the improvements described and that there can be determined therefrom the identification, location and dimensions of the common elements and of each condominium unit.

3. That the elevations shown on each floor plan are based on mean sea level datum, 1929 general adjustment, of the United States Coast and Geodetic Survey.

FURTHER AFFIANT SAYETH NAUGHT.

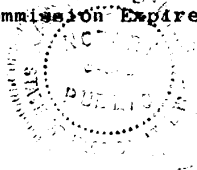
Maurice E. Berry II
MAURICE E. BERRY II
Registered Land Surveyor No. 4122
State of Florida



Sworn to and subscribed before me
this 10th day of May, A.D. 1975.

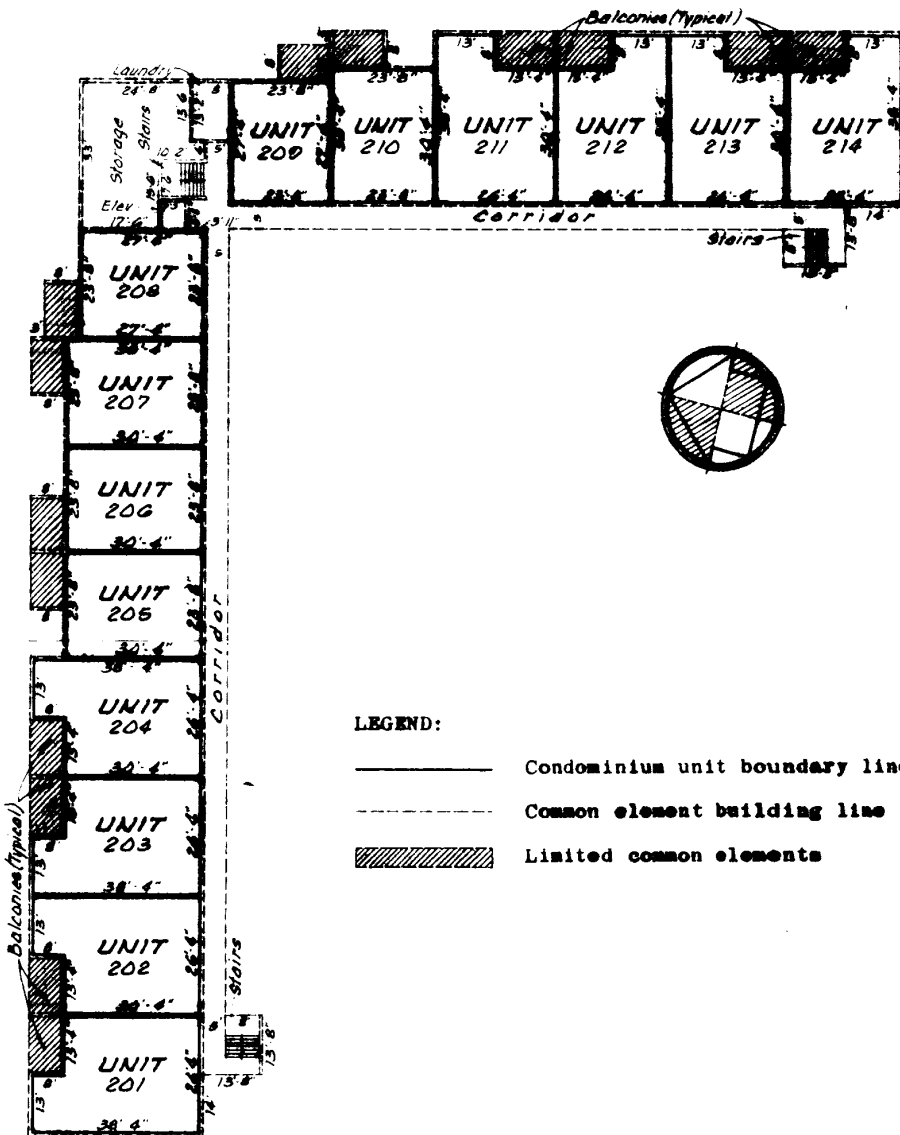
[Signature]
Notary Public
State of Florida

My Commission Expires May 21th, 1978



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NATURA CONDOMINIUM NO. 3



LEGEND:

- Condominium unit boundary line
- - - - - Common element building line
- ▨ Limited common elements

NOTES:

FLOOR ELEVATION: 21.00

CEILING ELEVATION: 29.17

Elevations are based on Mean Sea Level (MSL) Datum.

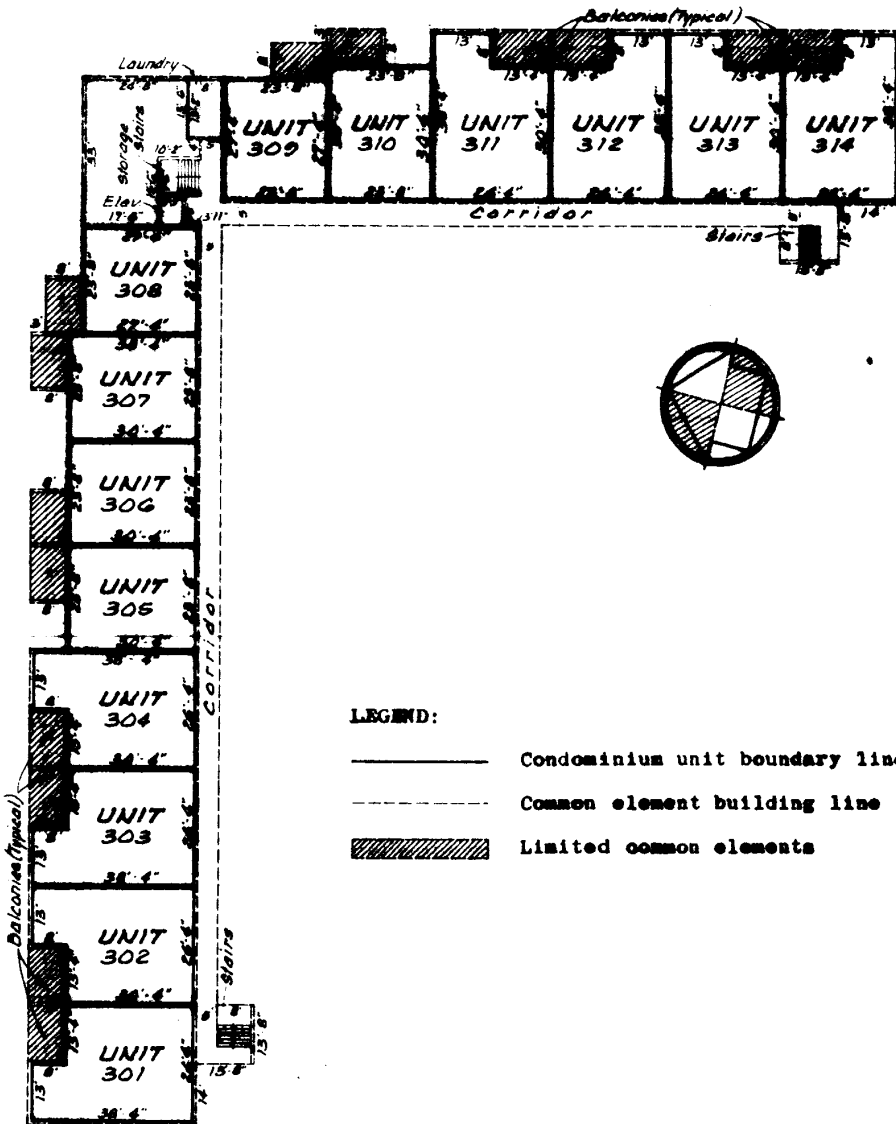
All walls are 8 inches thick unless otherwise shown.

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M. E. DERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

EXHIBIT 3 - 2ND FLOOR PLAN

NATURA CONDOMINIUM NO. 3



LEGEND:

- Condominium unit boundary line
- - - Common element building line
- ▨ Limited common elements

NOTES:

FLOOR ELEVATION: 30.00

CEILING ELEVATION: 38.17

Elevations are based on Mean Sea Level (MSL) Datum.

All walls are 8 inches thick unless otherwise shown.

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M. E. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

EXHIBIT 3 - 3RD FLOOR PLAN

NOTES PERTAINING TO EXHIBIT 3 AND THE
DECLARATION OF CONDOMINIUM FOR NATURA CONDOMINIUM NO. 3

DESCRIPTION OF CONDOMINIUM UNIT

Condominium Unit, or Unit, is a Unit as defined in the Condominium Act and shall mean and comprise the separate numerically identified Units, which are designated in this Exhibit. The boundaries of said Units shall be deemed to be and include the inner decorated and/or finished surface of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc. Walls and partitions contained within said unit are deemed to be a portion of said unit.

DESCRIPTION OF COMMON ELEMENTS

Common Elements shall mean and comprise all of the real property, IMPROVEMENTS AND FACILITIES of the condominium property not included in the units, but shall include easements through units for conduits, pipes, ducts, plumbing, wiring and other facilities for furnishing of utility service to units and common elements, and easements of support in every portion of a unit which contribute to the support of the improvements.

DESCRIPTION OF LIMITED COMMON ELEMENTS

Limited Common Elements shall mean and comprise those common elements which are identified in this Exhibit which are reserved for the use of a certain unit. The Limited Common Elements include the balcony and the fixed and/or sliding glass door(s) in the entrance way to said balcony and the wiring, electrical outlets and fixtures thereon, if any, and are for the exclusive use of the owner of the connecting unit.

OWNERSHIP OF COMMON ELEMENTS

Common Elements and Limited Common Elements are owned jointly by the condominium unit owners in the percentages set forth in Exhibit 2 to this Declaration.

THE COMMON PROPERTIES

The title to the common properties of the residential community, including the recreational facilities, shall be retained by the developer and conveyed to Natura, Inc. in accordance with the provisions of the Declaration of Covenants and Restrictions. Each dwelling unit owner in the residential community, which includes unit owners of this Condominium, shall be a member of Natura, Inc. and shall have a non-exclusive easement for the use of the common properties. Parking areas for the Condominium are located on the common properties and each unit owner in the Condominium shall be entitled to the exclusive use of a parking space to be assigned in accordance with the Declaration of Covenants and Restrictions.

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GENERAL NOTES

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EXHIBIT 4

BY-LAWS
OF
A NON-PROFIT FLORIDA CORPORATION

ARTICLE I

GENERAL

Section 1. The Name: The name of the corporation is that set forth at the foot of these By-Laws.

Section 2. The Principal Office: The principal office of the corporation shall be located at 510 West Hillsboro Boulevard, Deerfield Beach, Florida 33441, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the corporation shall be kept thereat.

Section 3. The Association is a Florida corporation not for profit organized and existing under the laws of the State of Florida for the purpose of administering the condominium located in the residential community named Natura created by the Declaration of Condominium to which these By-Laws are attached.

Section 4. Definition: As used herein, the term "corporation" shall be the equivalent of "association" as defined in the Condominium Declaration, and the words "property", "unit owner", and "condominium" are defined as set forth in the Condominium Declaration, etc. of the corporation, to which these By-Laws are attached.

ARTICLE II

DIRECTORS

Section 1. Number and Term: The number of directors which shall constitute the whole Board shall be not less than three (3) nor more than nine (9). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected to serve for the term of One (1) year, or until his successor shall be elected and shall qualify. The first Board of Directors shall have three (3) members. The first Board of Directors of the Condominium Association will remain in office, and the developer will control the operation of the condominium until May 31, 1979, or until developer elects to turn over control to the unit owners, whichever shall first occur.

Section 2. Vacancy and Replacement: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed for cause by an affirmative vote of a majority of the qualified votes of members. No director shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever. The foregoing shall not be applicable to the members of the Board of Directors selected by the developer as set forth in Section 1 hereof.

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Section 4. First Board of Directors: The first Board of Directors shall consist of BARRY NELSON, MELVIN KAPLAN and HERBERT KRAVITZ, who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, however, that any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers: The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A. To make and collect regular and special assessments and establish the time within which payment of same are due.

B. To use and expend the assessments collected to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners, or Natura, Inc.

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

D. To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

E. To insure and keep insured said condominium property in the manner set forth in the Declaration, against loss from fire and/or casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration.

G. To employ and compensate such personnel as may be required for the maintenance and preservation of the property.

H. To make reasonable rules and regulations for the occupancy of the condominium parcels.

I. To acquire and/or rent and/or lease a condominium parcel in the name of the corporation or a designee.

J. To contract for management of the condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Condominium documents to have specific approval of the Board of Directors or membership.

K. To carry out the obligations of the Association under any restrictions and/or covenants running with any land submitted to the Condominium ownership of this Association or its members.

L. To assist Natura, Inc. and the management firm in the carrying out of the duties and responsibilities imposed upon them by the Declaration of Covenants and Restrictions and the Management Agreement.

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Section 6. Compensation: Neither directors nor officers shall receive compensation for their services as such.

Section 7. Meetings:

A. The first meeting of each board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

B. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting.

C. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 8. Order of Business: The order of business at all meetings of the Board shall be as follows:

- A. Roll call;
- B. Reading of Minutes or last meeting;
- C. Consideration of communications;
- D. Resignations and elections;
- E. Reports of officers and employees;
- F. Reports of committees;
- G. Unfinished business;
- H. Original resolutions and new business;
- I. Adjournment.

Section 9. Annual Statement: The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the corporation, including a report of the operating expenses of the corporation and the assessments paid by each member.

ARTICLE III

OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The President shall be a director ex officio, unless elected by the Board. If the Board so determines, there may be more than one Vice-President.

Section 2. Subordinate Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary who shall hold office during the pleasure of the Board of Directors

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and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer.

Section 4. The President:

A. If present, the President shall be Chairman of and shall preside at all meetings of the members and directors; he shall have general and active management of the business of the corporation except that which is delegated; shall see that all orders and resolutions of the Board are carried into effect; and shall execute bonds, mortgages and other contracts requiring a seal of the corporation. The seal, when affixed, shall be attested by the signature of the Secretary.

B. He shall have general superintendence and direction of all the other officers of the corporation, and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the corporation for the fiscal year to the Directors (whenever called for by them) and to the members at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the corporation may require be brought to their notice.

D. He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President: The Vice-President shall be vested with all the powers and required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors.

Section 6. The Secretary:

A. The Secretary shall keep the minutes of meetings of the members and of the Board of Directors in one or more books provided for that purpose;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the Post Office address of each member, which shall be furnished to the Secretary by such member;

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E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors;

B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation;

C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 8. Vacancies: If the office of any Director, or of the President, Vice-President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term. If the number of Directors falls below the minimum provided for in these By-Laws, a special members' meeting shall be called for the purpose of filling such vacancies in the Board of Directors.

Section 9. Resignations: Any Director or other officer may resign his office at any time, in writing, which shall take effect from the time of its receipt by the corporation, unless some other time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. Definition: Membership in the Association shall be limited to owners of the condominium units in condominiums wherein this corporation has been designated the Association to operate and administer said condominiums by virtue of the Declarations of said condominiums.

Section 2. Transfer of Membership and Ownership: Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel, and his undivided interest in the common elements of the condominium, and such transfer shall be subject to the procedures set forth in the Declaration.

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ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the corporation or such other place as may be stated in the notice.

Section 2. Annual Meeting:

A. The first annual meeting of members shall be held at 2:00 P.M. on the last day of May, 1979 to elect directors and transact such business as properly comes before the meeting; provided, however, that until May 31, 1979 or until developer elects to turn over control to the unit owners, whichever shall first occur, there shall be no meeting of the members of the Association unless a meeting is called by the Board of Directors of the Association, and should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association.

B. Subject to the preceding paragraph, regular annual meetings subsequent to 1979 shall be held on the first day of April in each year, if not a legal holiday, and if a legal holiday, then on the next secular day following.

C. All annual meetings shall be held at the hour of 2:00 P.M.

D. At the annual meeting, the members, by a plurality vote (cumulative voting prohibited) shall elect a Board of Directors and transact such other business as may properly come before the meeting.

E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereafter at such address as appears on the books of the corporation, at least ten (10) days prior to the meeting.

F. If the date of the annual meeting falls on a Saturday or Sunday, then the annual meeting shall be held on the first Monday immediately following.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by apartment units, with residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation, and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

A. Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of one-third (1/3) of the members. Such request shall state the purpose or purposes of the proposed meeting.

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B. Written notice of a Special Meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum: Fifty-One per cent (51%) of the total number of members of the corporation, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation or of these By-Laws a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote: All unit owners shall be entitled to one (1) vote. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If more than one (1) person or a corporation own an apartment (parcel), they shall file a certificate with the Secretary naming the person authorized to cast votes for said apartment. If same is not on file, the vote of such owner shall not be considered, nor shall the presence of said owners at a meeting be considered in determining whether the quorum requirement has been met. Corporations shall have the right to membership in the Association.

Section 8. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business: The order of business at annual members' meetings and as far as practical at other members' meetings, will be:

1. Election of Chairman;
2. Roll Call;
3. Proof of Notice of Meeting or Waiver of Notice;
4. Reading of Minutes of Prior Meeting;
5. Officers' Reports;
6. Committee Reports;
7. Elections;
8. Unfinished Business;
9. New Business;
10. Adjournment.

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ARTICLE VI

NOTICES

Section 1. Definition: Whenever under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the corporation.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereof.

Section 3. Address: The address for notice of the corporation is 510 West Hillsboro Boulevard, Deerfield Beach, Florida 33441.

ARTICLE VII

FINANCES

Section 1. Fiscal Year: The fiscal year shall be the calendar year.

Section 2. Checks: All checks or demands for money and notes of the corporation shall be signed by any one of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors by resolution may require more than one (1) signature.

Section 3. Determination of Assessments:

A. The Board of Directors of the corporation shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the condominium property. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the corporation, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as common expenses in the Declaration of Condominium and exhibits attached thereto to which these By-Laws are attached or as designated from time to time by the Board of Directors of the corporation. The Board of Directors is specifically empowered on behalf of the corporation to make and collect assessments and to maintain, repair and replace the common elements. Unless otherwise provided, funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses provided in this Declaration. Said assessment shall be payable as provided in the Condominium Declaration. Special assessments, which should be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular assessments.

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B. When the Board of Directors has determined the amount of any assessment, the Secretary-Treasurer of the corporation shall mail or present a statement of the assessment to each of the owners. All assessments shall be payable to the corporation, and upon request, the Secretary-Treasurer shall give a receipt for each payment made.

C. The Board of Directors may authorize the President to enter into a management contract with third parties to whom the power to levy and collect assessments and do other acts and things referred to herein or in the Declaration or Articles of Incorporation may be delegated.

D. Notwithstanding anything in these By-Laws or the Condominium Declaration which authorizes expenditures, no expenditure for the improvement of the common elements exceeding Five Thousand (\$5,000.00) Dollars per annum shall be made without the approval of Seventy-one (71%) per cent of the membership, except for the repair of the condominium property due to casualty loss.

Section 4. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors of the corporation. All assessment payments by a unit owner shall be applied as provided herein and in the Declaration of Condominium.

ARTICLE VIII

HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the family units located in the property and the conduct of all residents thereof:

A. Condominium parcels shall be used only for residential purposes.

B. Unit owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.

C. The use of the condominium parcels shall be consistent with existing law and the Condominium Declaration to which these By-Laws become a part.

D. Common elements shall not be obstructed, littered, defaced, or misused in any manner.

E. No structural changes or alterations shall be made in any unit without prior written consent of the Board of Directors and mortgagee holding a mortgage on said unit.

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F. The owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of a building, and no sign, awning, shutter or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior consent of the Condominium Association.

G. No outdoor clothes lines may be erected, and nothing shall be hung out or exposed on any part of the common elements.

H. Common walks, park area and other common elements shall be kept free from rubbish, debris and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner.

I. No "for sale" or "for rent" signs or other window displays or advertising is permitted on any part of the condominium property or in any condominium parcel, except that the corporation submitting said property to condominium use and any mortgagee who may become the owner of a condominium parcel has such right to exhibit signs.

ARTICLE IX

DEFAULT

In the event a unit owner does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments or take such other action to recover the sums, charges, or assessments to which it is entitled, in accordance with the Declaration and the statutes made and provided.

If the corporation becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of subject unit.

In the event of violation of the provisions of the Declaration, corporate charter or By-Laws, as the same are or may hereafter be constituted, for thirty (30) days after notice from the Association to the unit owners to correct said breach or violation, the corporation, on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other courses of action, or other legal remedy as it or they may deem appropriate.

In the event such legal action is brought against a unit owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorneys' fees and court costs.

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Each unit owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of family units to give to the corporation a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from the owners of units, and to preserve each unit owner's right to enjoy his unit, free from unreasonable restraint and nuisance.

ARTICLE X

JOINT OWNERSHIP

Membership may be held in the name of more than one owner. In the event ownership is in more than one person, all of the joint owners shall be entitled collectively to only one voice or ballot in the management of the affairs of the corporation, and the vote may not be divided between plural owners. If the owners are unable to agree upon their ballot upon any subject at any meeting, they shall lose their right to vote on such subject; but, if all of said owners shall not be present at the meeting, either in person or by proxy, the one or ones so present shall cast the vote of all such owners.

ARTICLE XI

AMENDMENT

The By-Laws may be altered, amended or added to at any duly called meeting of the unit owners provided that:

- (a) notice of the meeting shall contain a statement of the proposed amendment;
- (b) if the amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the unit owners;
- (c) if the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of the voting members casting not less than three-fourths (3/4) of the total votes of the unit owners;
- (d) said amendment shall be recorded and certified as required by the Condominium Act.

Notwithstanding anything above to the contrary, until the developer has sold and conveyed title to all of the condominium units which may be constructed on the condominium property, or until the developer elects to turn over control of the Association, whichever shall first occur, these By-Laws may not be amended without a prior resolution requesting the said amendment from the Board of Directors.

ARTICLE XII

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

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Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as the By-Laws of NATURA CONDOMINIUM NO. 3 ASSOCIATION, INC. at the first meeting of its Board of Directors.

/s/ Herbert Kravitz
Secretary

ATTEST:

/s/ Barry Nelson
President

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EXHIBIT 5

ARTICLES OF INCORPORATION

OF

NATURA CONDOMINIUM NO. 3 ASSOCIATION, INC.

WE, the undersigned, for the purpose of forming a non-profit corporation in accordance with the laws of the State of Florida, acknowledge and file these Articles of Incorporation in the Office of the Secretary of State of the State of Florida.

ARTICLE I

NAME

The name of this corporation shall be NATURA CONDOMINIUM NO. 3 ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the "Association".

ARTICLE II

PURPOSES AND POWERS

The purposes for which this corporation is formed are as follows:

- A. The operation and management of the condominium apartment building which may be established in accordance with Chapter 711, Florida Statutes, The Condominium Act, upon the real property designated as the Condominium Property in the Declaration of Condominium to which these Articles are attached as an Exhibit, situate, lying and being in the City of Deerfield Beach, Broward County, Florida, and to undertake the performance of, and to carry out the acts and duties incident to the administration of the operation and management of said condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the Declaration of Condominium to which these Articles are attached as an exhibit which will be recorded amongst the Public Records of Broward County, Florida; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominium.
- B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration of Condominium of the condominium which may be established upon the Condominium Property.
- C. To establish By-Laws for the operation of the condominium properties; to provide for the formal administration of the Association and rules and regulations for governing same; and to enforce the provisions of the Condominium Act, the condominium declaration, these Articles and the By-Laws of the Association.
- D. To contract for the management of the Condominium and to delegate to the party with whom such contract has been

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entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.

- E. 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, the said Declarations of Condominiums, the By-Laws and The Condominium Act. The Association shall also have all of the powers of Condominium Associations under and pursuant to Chapter 711, Florida Statutes, The Condominium Act, and shall have all of the powers reasonably necessary to implement the purposes of the Association.

ARTICLE III

MEMBERS

Section 1. All unit owners in the condominium created by the Declaration of Condominium to which these Articles are attached as an exhibit shall automatically be members, and their memberships shall automatically terminate when they are no longer owners of a unit. If a member should sell his unit (apartment) under the provisions of the Declaration, the grantee from such member will automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

Section 2. The owners of each condominium unit shall have one (1) vote in all meetings, elections or deliberations of the Association. The corporation or individual with an interest in more than one unit may designate the voting member for each unit in which it or he owns an interest.

Section 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 his apartment.

ARTICLE IV

EXISTENCE

This corporation shall have perpetual existence.

ARTICLE V

SUBSCRIBERS

The names and addresses of the subscribers are as follows:

<u>NAME</u>	<u>ADDRESS</u>
BARRY NELSON	510 West Hillsboro Blvd. Deerfield Beach, Florida 33441
MELVIN KAPLAN	510 West Hillsboro Blvd. Deerfield Beach, Florida 33441
HERBERT KRAVITZ	510 West Hillsboro Blvd. Deerfield Beach, Florida 33441

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ARTICLE VI

DIRECTORS

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than Three (3) nor more than Nine (9) persons. The first Board of Directors shall have Three (3) members, and in the future, the number will be determined from time to time in accordance with the provisions of the By-Laws of the corporation.

Section 2. Directors shall be elected by the voting members in accordance with the By-Laws at the regular annual meeting of the membership of the corporation, in the manner set out by the By-Laws. Directors shall be elected to serve for a term of One (1) year. In the event of a vacancy, the elected directors may appoint an additional director to serve the balance of said year. The first Board of Directors of the Condominium Association will remain in office, and the developer will control the operation of the condominium until May 31, 1979, or until developer elects to turn over control of the Board of Directors to the unit owners, whichever shall first occur. The directors herein named shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

Section 3. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors as established by the By-Laws, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members a President, Vice-President, Secretary, Treasurer and such other officers as it shall deem desirable, consistent with the corporate By-Laws. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director.

ARTICLE VII

OFFICERS

Subject to the direction of the Board, the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the officers who shall serve until the first election of officers pursuant to the terms of the Declaration of Condominium and By-Laws are as follows:

<u>NAME</u>	<u>TITLE</u>
BARRY NELSON 510 West Hillsboro Blvd. Deerfield Beach, Florida 33441	President
MELVIN KAPLAN 510 West Hillsboro Blvd. Deerfield Beach, Florida 33441	Vice President
HERBERT KRAVITZ 510 West Hillsboro Blvd. Deerfield Beach, Florida 33441	Secretary-Treasurer

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ARTICLE VIII

FIRST BOARD OF DIRECTORS

The following persons shall constitute the first Board of Directors, and shall hold office and serve until their successors are elected at the first regular annual meeting of the members, subject to the provisions for continued directoral service as contained in ARTICLE VI:

<u>NAME</u>	<u>ADDRESS</u>
BARRY NELSON	510 West Hillsboro Blvd. Deerfield Beach, Florida 33441
MELVIN KAPLAN	510 West Hillsboro Blvd. Deerfield Beach, Florida 33441
HERBERT KRAVITZ	510 West Hillsboro Blvd. Deerfield Beach, Florida 33441

ARTICLE IX

BY-LAWS

The By-Laws of this corporation shall be adopted by the first Board of Directors and attached to the Condominium Declaration to be filed in the Public Records of Broward County, Florida, which By-Laws may be altered, amended or rescinded at any duly called meeting of the members in the manner provided by the By-Laws.

ARTICLE X

AMENDMENTS

Section 1. Proposals for the alteration, amendment or rescission of these Articles of Incorporation which do not conflict with the Condominium Act or Declaration of Condominium may be made by a majority of the Board of Directors or a majority of the voting members. Such proposals shall set forth the proposed alteration, amendment or rescission, shall be in writing, filed by the Board of Directors or a majority of members, and delivered to the President, who shall thereupon call a Special Meeting of the corporation not less than Ten (10) days nor later than Sixty (60) days from receipt of the proposed amendment, the notice for which shall be given in the manner provided in the By-Laws. An affirmative vote of Seventy-five (75%) per cent of the Board of Directors, and an affirmative vote of Seventy-five (75%) per cent of all qualified votes of members of the corporation shall be required for the requested alteration, amendment or rescission.

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice by the Secretary or proposals to the President for alteration, amendment or rescission of these Articles, either before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

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ARTICLE XI
INDEMNIFICATION

Every director 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 or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director 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 Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XII
ADDRESS

The principal office of the corporation shall be located at 510 West Hillsboro Boulevard, Deerfield Beach, Florida 33441, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Deerfield Beach, Broward County, Florida, this _____ day of _____, 1975.

Signed, Sealed and Delivered
in the presence of:

(SEAL)
BARRY NELSON

(SEAL)
(As to all parties) MELVIN KAPLAN

(SEAL)
HERBERT KRAVITZ

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, BARRY NELSON, MELVIN KAPLAN and HERB KRAVITZ, to me well known and known to me to be the subscribers described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Deerfield Beach, Broward County, Florida, this _____ day of _____, 1975.

My Commission Expires:

Notary Public
State of Florida at Large

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EXHIBIT 6

RULES AND REGULATIONS

You have chosen NATURA as your new home and your Condominium Association pledges continuing efforts to make NATURA a source of pride for you. We also share your desire to maximize your enjoyment of your property and to protect its value but in this regard your help and cooperation is needed as well as the help and cooperation of your neighbors. Accordingly, a set of Rules and Regulations have been adopted by your Association to be observed by the unit owners, their families, guests and invitees. The Rules and Regulations are as follows:

1. In order to enhance the beauty of the buildings and to provide safe buildings, the sidewalk, entrances, passages, vestibules, stairways, corridors, halls, and all of the common elements, must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; nor shall any carts, carriages, chairs, tables, or any other similar objects be stored therein. Children shall not play or loiter in corridors, stairways, or other public areas.
2. The personal property of all unit owners shall be stored either in their Condominium Units, or in assigned storage areas.
3. To provide a healthful environment, no garbage cans, supplies, milk bottles, or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, or balconies, or exposed on any part of the common elements. Fire exits shall not be obstructed in any manner, and the common elements shall be kept free and clear of rubbish, debris, and other unsightly material.
4. So as to maintain the cleanliness of the buildings and grounds, no unit owner shall allow anything whatsoever to fall from the window, balcony, corridor, or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls, or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.
5. In order to eliminate odors and vermin, all garbage must be placed, with all refuse, ONLY in the areas so designated.
6. Parking areas are solely for automobiles, and boats and trailers will not be permitted in the parking areas or any other portion of the condominium property.
7. In order that labor costs may be kept to a minimum, employees of the Association will not be sent out of the building by any unit owner at any time for any purpose. No unit owner or resident will direct, supervise, or in any manner attempt to assert control over the employee of the Association.
8. No vehicle which cannot operate on its own power shall remain on the Condominium premises for more than Twenty-Four (24) hours, and no repair of vehicles shall be made on the Condominium premises.
9. In order that all unit owners may have the quiet enjoyment of their property, no unit owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of the unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound

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amplifier, in his unit, in such a manner as to disturb or annoy other occupants of the Condominium. No unit owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

10. No radio or television installation may be permitted in a condominium unit which interferes with the television or radio reception of another condominium unit. Any antenna or aerial erected or installed on the roof or exterior walls of the building, unless consent be first given by the Board of Directors of the Association, may be removed without notice at the cost of the unit owner installing same.

11. In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Condominium property, by any unit owner or occupant without the written consent of the Board of Directors of the Association. Additionally, no awning canopy, shutter, or other projection, shall be attached to or placed upon the outside walls or roof of the building, without the written consent of the Board of Directors of the Association.

12. In order that steps may be taken in an emergency situation, the Association may retain a pass-key to all units. No unit owner or occupant shall alter any lock or install a new lock, without the written consent of the Board of Directors of the Association. Where such consent is given, the unit owner shall provide the Association with an additional key.

13. No cooking shall be permitted on any porch, terrace or balcony, or on any portion of the Condominium property, except on designated areas.

14. No inflammable, combustible, or explosive fluids, chemical or substance, shall be kept in any unit or storage area, except such as are required for normal household use.

15. Payment of monthly assessments shall be made at the office of the Association. Payments made in the form of checks shall be made to the order of such party as the Association shall designate. Payments of regular assessments are due the first day of each month, and if such payments are Ten (10) or more days late, are subject to charges, as provided in the Declaration of Condominium.

16. In order to protect the Condominium property, each unit owner who plans to be absent from his unit during the hurricane season, must prepare his unit prior to his departure, by:

(a) Removing all furniture, plants and other objects from his porch, terrace, or balcony, where applicable; and

(b) Designating a responsible firm or individual, if other than the Association, to care for his unit should the unit suffer hurricane damage, and furnishing the Association with the names of such firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Association.

17. In order to maintain the cleanliness of the buildings and grounds, food and beverages may not be consumed outside of a unit, except at designated areas.

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18. In order that the building may maintain an attractive and uniform exterior appearance, a unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the building. Nor shall a unit owner cause anything to be affixed or attached to the screened enclosure of his connecting balcony or terrace, or place any furniture or equipment outside his unit except with the prior written consent of the Association, and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. All window and glass door coverings which may be observed from outside the building shall be either white or off-white in color unless otherwise approved in writing by the Association.

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