

74-76982

DECLARATION OF CONDOMINIUM
OF
HIDDEN HARBOR CONDOMINIUM C

HIDDEN HARBOR DEVELOPMENT CORP., a Florida Corporation (herein after referred to as "Developer") hereby states and declares:

I - SUBMISSION STATEMENT

Developer is the fee simple owner of record of the land hereinafter described in Exhibit A and hereby declares the same to be Condominium Property and does hereby submit the same to condominium ownership pursuant to Chapter 711, Florida Statutes, The Condominium Act.

II - NAME

The name by which this Condominium is to be identified is:

HIDDEN HARBOR CONDOMINIUM C

III - LAND

The legal description of the land included and submitted herewith to condominium ownership is described in Exhibit A which is attached hereto and made a part hereof, and is hereafter referred to as the "Land".

IV - EXPLANATION OF TERMINOLOGY

All terms shall have the meaning set forth in the Act and for clarification the following terms have the following meanings:

- A. "Hidden Harbor" means the multiphased planned community of condominium residential apartment buildings being developed by Developer upon a portion of Section 34, Township 49 South, Range 42 East in Broward County, Florida.
- B. "Hidden Harbor Condominium" means one of the three condominium apartment buildings at Hidden Harbor, which are referred to by letter designation, i.e. Hidden Harbor B, etc.
- C. "Developer" means Hidden Harbor Development Corp., a Florida corporation its successors and assignees.
- D. "Act" means Chapter 711, Florida Statutes, 1963, as amended; The Condominium Act.
- E. "Condominium Documents" means in the aggregate this Declaration, Articles, By-Laws, Lease Agreement, and all

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THIS INSTRUMENT PREPARED BY HARVEY G. KOPELOWITZ
RUDEN, BARNETT, McCLOSKEY, SCHUSTER & SCHMERER
P.O. BOX 7276
FORT LAUDERDALE, FLA. 33304

and 646
~~Return To~~ Chicago Title Insurance
Agency, Inc.
2831-D East Oakland Park Blvd.
Fort Lauderdale, Florida 33506

RUDEN, BARNETT, McCLOSKEY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 800 N.E. 28TH AVENUE, FORT LAUDERDALE, FLORIDA

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of the instruments and documents referred to therein and executed in connection with Hidden Harbor.

F. "Declaration" means this document.

G. "Apartment" means unit as defined by the Act, and is that portion of the Condominium Property which is subject to private ownership.

H. "Apartment Owner" means unit owner as defined by the Act.

I. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as defined in the Act and in the Condominium Documents and includes:

1. operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and

2. the Operating Expenses of the Lease Agreement, as hereinafter defined; and

3. any other expenses designated or inferred to be Common Expenses by the Act, by this Declaration, or by the Condominium Documents and any similar expenses designated as Common Expenses from time to time by the Board of the Association.

J. "Condominium Property" means the land, all improvements thereon, including the Apartments, the Common Elements and Limited Common Elements, and all easements and rights appurtenant thereto which are intended for use in connection with this Condominium.

K. "Common Elements" means the portion of the Condominium Property not included in the Apartments.

L. "Limited Common Elements" means those portions of the Common Elements which are reserved for the use of a certain Apartment to the exclusion of other apartments.

M. "Association" means Hidden Harbor Condominium Association, Inc., the corporation not-for-profit organized and existing under the laws of the State of Florida for the purpose of operating Hidden Harbor Condominiums.

N. "Articles of Incorporation" means the Articles of Incorporation of the Association.

O. "By-Laws" means the By-Laws of the Association.

P. "Lease Agreement" means the instrument by which real property and improvements thereon have been leased to the Association.

Q. "Lease Area" means the real property and improvements demised under the Lease Agreement.

R. "Operating Expenses" means the taxes, insurance, utility expenses, maintenance and other monetary expenses, of the Lease Area and which are defined in the Lease agreement, and which are part of the Common Expenses of this condominium.

S. "Rent" refers to the Rent due to be paid to the Lessor under the Lease Agreement.

T. "Appurtenances to an Apartment" include the right under the Lease Agreement together with other appurtenances, specifically described in Section 711.04(2) of the Act.

U. "Board" means Board of Governors of the Association.

V - DESCRIPTION OF IMPROVEMENTS

A. Survey, Plot Plan and Graphic Description of Improvements

1. Recording. There is being recorded contemporaneously herewith under Clerks' File Number 74-70031 a survey, plot plan and graphic description of improvements which survey, plot plan and graphic description of improvements is Exhibit B to this Declaration and is incorporated herein by reference and deemed a part hereof.

2. Location. The survey, plot plan and graphic description of improvements shows and identifies thereon the Common Elements, the Limited Common Elements, each Apartment and its relative location and approximate dimensions, and the Lease Area. There is likewise reflected thereon floor plans containing a graphic description of the improvements made on the Condominium Property.

3. Certification. Exhibit B has been certified pursuant to the requirements of Section 711.08(1)(c) of the Act.

B. Identification of Apartments, Condominium Buildings and Apartments.

This condominium consists of a condominium apartment building designated by the name Hidden Harbor Condominium C on the Survey, Plot Plan, and Graphic Description of Improvements attached hereto as Exhibit B. Hidden Harbor Condominium C contains 57 apartments. Each apartment is described and located on Exhibit B and is designated by an arabic numeral, e.g. "101".

C. Parking Spaces

1. There have been set aside on the Condominium Property parking spaces which are identified and designated on Exhibit B by arabic numerals. Some of these parking spaces shall be assigned to the use of a specific Apartment in the first instance by the Developer and shall be Limited Common Elements. The method of assignment and any subsequent reassignments is set forth in Article XIV of this Declaration.

2. Notwithstanding the fact that the just described parking spaces are reserved for the exclusive use of a particular Apartment and are considered Limited Common Elements, they shall be maintained, repaired, replaced and assessed for such maintenance, repair, and replacement as and in the manner that Common Elements are maintained, repaired, replaced and assessed.

VI - UNDIVIDED SHARES IN COMMON ELEMENTS

A. Each Apartment shall have as an appurtenance thereto an undivided share of the Common Elements according to the "Schedule of Shares" attached hereto as Exhibit C.

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B. Each Apartment shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property of this condominium in accordance with the Condominium Documents. This right shall be shared with all other Apartment Owners of this Condominium.

VII - SHARES IN COMMON EXPENSES AND OWNING COMMON SURPLUS

The Common Expenses shall be shared and the Common Surplus shall be owned in proportion to each Apartment Owner's percentage of ownership of the Common Elements as set forth on Exhibit C of this Declaration.

VIII - VOTING RIGHTS OF APARTMENT OWNERS

A. The owner or owners, collectively, of the fee simple title of record of each Apartment shall be entitled to one vote per Apartment as to the matters requiring a vote by owners as provided by this Declaration, the Condominium Documents, and the Act.

B. The vote of the owners of an Apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the Apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement of a quorum nor for any other purpose.

IX - BY-LAWS

The By-Laws of this Condominium are set forth in a document entitled "By-Laws of Hidden Harbor Condominium Association, Inc.," a true copy of which is annexed to this Declaration as an Exhibit.

X - CONDOMINIUM ASSOCIATION AND ITS MEMBERS

A. The Association responsible for the operation of this condominium is Hidden Harbor Condominium Association, Inc., a corporation not-for-profit, organized and existing under the laws of the State of Florida.

B. Hidden Harbor is being developed by the Developer under a common plan. Each Hidden Harbor Condominium shall be constructed separately and shall be submitted to condominium ownership by a separate Declaration as separate Condominium Property. However, all of Hidden Harbor shall be operated and governed by the Association and all of the Apartment Owners in Hidden Harbor shall be members of the Association.

C. There is attached hereto a True Copy of the Articles as an Exhibit.

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PAGE 002

XI - EASEMENTS

A. Perpetual Non-Exclusive Easement in Common Elements

The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement which easement is hereby created, in favor of all of the Apartment Owners in this Condominium and for the use of their immediate families, guests, invitees or licensees for all proper and normal purposes, including bicycle paths and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the just described easements.

B. Easements, and Cross Easements

Inasmuch as this condominium constitutes a part of Hidden Harbor being governed by a common plan and operated by a single Association there are hereby created easements for ingress and egress in favor of the balance of Hidden Harbor, and the owners thereof, which easements may be necessary to provide electric power, telephone, sewer, water, and other utility services and lighting facilities, irrigation, television transmission facilities, security service and facilities in connection therewith, and the like. Developer, for itself, its nominee, and the Association herein described reserves the right to impose upon the Common Elements henceforth and from time to time such easements and cross easements for any of the foregoing purposes as it deems to be in the best interests of, or necessary and proper for, the condominium.

C. Easement for Encroachments

All of the Condominium Property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of the building, or caused by minor inaccuracies in building or re-building, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist, and for the purpose of permitting improvements of one condominium to encroach upon the Condominium Property of another or the Lease Area. There is shown on the Site Plan an easement over and upon the Lease Area in favor of the Association.

XII - APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT
IF LEVIED AND ASSESSED
AGAINST THE CONDOMINIUM AS A WHOLE

A. In the event that any taxing authority having jurisdiction over this condominium shall levy or assess any Tax or Special Assessment against this condominium as a whole as opposed to levying and assessing such Tax or Special Assessment against each Apartment and its appurtenant undivided interest in Common Elements, as now provided by law, (herein called the "New Total Tax") then such New Total Tax shall be paid as a Common Expense by the Association, and any Taxes or Special Assessments which are to be so levied shall be included, wherever possible in the estimated Annual Budget of the Association, or shall be separately levied and collected as an assessment by the Association against

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all Apartment Owners. The amount of the New Total Tax paid or to be paid by the Association shall be apportioned among all Apartment Owners so that the amount of such New Total Tax so paid or to be paid by the Association and attributable to and to be paid by the owner or owners of each Apartment shall be that portion of such New Total Tax which bears the same ratio to said total New Total Tax as the undivided interest in Common Elements appurtenant to each Apartment bears to the total undivided interest in Common Elements appurtenant to all Apartments. In the event that any New Total Tax shall be levied then the assessment by the Association, shall separately specify and identify the amount of such assessment attributable to such New Total Tax and the amount of the same shall be and constitute a lien prior to all mortgages and encumbrances upon any Apartment and its appurtenant undivided interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such New Total Tax has been separately levied by the taxing authority upon each Apartment and its appurtenant undivided interest in Common Elements. In apportionment of any New Total Tax in accordance with the provisions of this Article XII such apportionment shall be made without regard to the existence of any exclusive right to use an area constituting a Limited Common Element which may be an appurtenance to any Apartment.

B. All personal property taxes levied or assessed against personal property owned by Association shall be paid by said Association and shall be included as a Common Expense in the Annual Budget of the Association.

XIII - OCCUPANCY AND USE RESTRICTIONS

A. The Apartments shall be used for single-family residences only. No separate part of an Apartment may be rented and no transient (as defined in Sect. 509.241 Fla. Stats. and as the same may be amended) may be accommodated therein. No children under the age of fifteen (15) shall be permitted to reside in any of the Apartments except that children under the age of fifteen (15) may be permitted to visit and temporarily reside for a period not to exceed sixty (60) days per year.

B. An Apartment Owner shall not permit or suffer anything to be done or kept in his Apartment which will increase the insurance rates on his Apartment, the Common Elements, the Limited Common Elements, or the Demised Parcel or which will obstruct or interfere with the rights of other Apartment Owners or the Association or annoy other Apartment Owners by unreasonable noises or otherwise; nor shall an Apartment Owner commit or permit any nuisance, immoral or illegal act in his Apartment, on the Common Elements, the Limited Common Elements or the Demised Parcel.

C. An Apartment Owner shall show no sign, advertisement or notice of any type on the Common Elements, Limited Common Elements or in or upon his Apartment and shall erect no exterior antennae and aeriels upon any portion or part of his Apartment or the Common Elements.

D. An Apartment Owner shall not keep any pet in his Apartment, except under the regulations promulgated by the Association from time to time, nor keep any other animals, livestock or poultry nor may any of the same be raised, bred, or kept upon any portion of the Condominium Property. No clothesline, or other similar device shall be allowed in any portion of the Condominium Property, including any balcony or terrace; nor shall there be permitted any trailer, camper, recreational vehicle of any type or boat on any portion of the Condominium Property.

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PAGE 004

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XIV - TRANSFER OF PARKING SPACES

The following provisions will be applicable to the transfer and assignment of parking spaces.

A. Assignment of Parking Spaces.

The Developer shall retain the right to originally assign all parking spaces to either the Association or to the use of an Apartment. The Developer has the right to assign and designate particular parking spaces to the use of particular Apartments at the time the Apartment is originally acquired from the Developer. The assignment shall be made by describing the particular parking space by reference thereto in a document entitled "Assignment of Parking Space" delivered at the same time as the Deed of Conveyance to the Apartment. The Association shall maintain a book for the purpose of listing each user of each parking space and the transfers thereof (the "Book"). Upon assignment of such parking space, the Developer shall cause the Association to record its designation in the Book and the owner of the Apartment to which it is assigned shall have the exclusive right to the use thereof. The parking space shall thereupon be appurtenant to said Apartment. Upon conveyance of, or passing of, title to the Apartment to which the said assignment of parking space has been made the owner of the Apartment making the conveyance or passing of title shall execute a notice of transfer to the Association who shall thereupon cause to be executed in the name of the Association a new document entitled "Assignment of Parking Space" and record the transfer in the Book. There shall be no recordation amongst the Public Records of Broward County, Florida of the transfer or assignment of a parking space; the only record of transfer or assignment of a parking space shall be in the Book.

B. Restrictions on Separate Transfer of Parking Spaces

A parking space may be separately transferred upon the following conditions:

1. The parking space may at any time be surrendered by a particular Apartment Owner to the Association.

2. The use of a parking space may be transferred by an Apartment Owner to another Apartment Owner of an Hidden Harbor Condominium Apartment provided that the transferor shall execute a written assignment which shall describe the identification number of the parking space, the Apartment to which it was appurtenant, the name of the transferee and furnish the same to the Association who shall record such transfer in the Book.

3. In the event the transfer is to the Association, the transferor shall execute a written assignment which shall describe the identification number of the parking space, the Apartment to which it was appurtenant and the fact that the Association is now transferee.

4. The Board shall have the absolute right to assign parking spaces transferred to the Association. Requests for the assignment of parking spaces transferred to the Association shall be considered by the Board on a first-come-first-served basis or upon such other terms and conditions as to the selection of users as the Board may provide by written regulation.

5. Any transfer of a parking space made by the Association shall be by an assignment to any Apartment Owner in any condominium operated by the Association by a written instrument signed by any two officers of

PL 5730 PAGE 905

PAGE 005

the Association which shall describe the parking space to be assigned and the name of the transferee and the transferee's apartment number which shall thereupon be recorded in the Book.

6. Whenever the Association shall be the transferee of a parking space, the parking space may be assigned, used or leased on such terms and conditions as the Board may from time to time determine.

XV - CONVEYANCES AND SALES

In order to assure a community of congenial residences and thus protect the value of the Apartments, the sale, leasing and mortgaging of Apartments shall be subject to the following provisions until the Declaration is terminated in accordance with the provisions herein elsewhere contained or until this section of the Declaration is amended in the manner herein provided:

A. Sale or Lease

No Apartment Owner may dispose of his Apartment or any interest therein by sale or lease without approval of the Association by its Board, which approval of the Association shall be obtained in the manner hereinafter provided:

1. Notice to Association. Any and every time an Apartment Owner intends to make a sale or lease of his Apartment, or any interest therein, he shall give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require on forms that are supplied by the Association, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the Apartment Owner to the Association, and to any purchaser or lessee produced by the Association, as hereinafter provided, that the Apartment Owner believes the proposal to be bona fide in all respects. The notice just described shall be mailed to or delivered by hand to the Secretary of the Association.

2. Election of Association. Within thirty (30) days after receipt of such notice, the Board shall either approve the transaction or furnish a purchaser or lessee approved by the Association and give notice thereof to the person desiring to sell or lease his Apartment who will accept the transaction upon terms as favorable to the Seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may not have less than thirty (30) days subsequent to the date of approval within which to close the transaction. The approval of the Board shall be in recordable form, signed by any two members of the Board, and shall be delivered to the Purchaser or Lessee. Failure of the Association to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. The Apartment Owner giving such notice shall be bound to consummate the transaction with such purchaser or lessee as may be furnished by the Association.

B. Mortgage

No Apartment Owner may mortgage his Apartment nor any interest therein without the approval of the Association, except

REC-5730 PAGE 906

to a bank, or life insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida, a Real Estate Investment Trust, or Federal savings and Loan or State Building and Loan Associations hereinafter called "approved mortgagee", or sometimes hereinafter referred to as "approved first mortgagee". In this connection where a mortgage given by one of the institutions hereinafter described fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be a first mortgage. The approval of any other mortgages may be upon conditions determined by the Board of the Association, and approval may unreasonably be withheld.

C. Acquisition by Gift, Devise of Inheritance

1. Any person who has obtained an Apartment by gift, devise, or inheritance, or by another method not heretofore considered, shall give to the Association notice of the fact of obtaining such Apartment, together with such information concerning the person obtaining the Apartment as may be reasonably required, and a certified copy of the instrument by which the Apartment was obtained. If the notice to the Association herein required is not given, then at any time after receiving knowledge of the gift, devise, or inheritance, or other transaction, the Association may, at its election, approve or disapprove the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such approval.

2. Within thirty (30) days after receipt of notice or information, as the case may be, the Association must either approve or disapprove the transfer of title by gift, devise, or inheritance, or otherwise, to the person receiving the same. The approval of the Association shall be by its Board and shall be in recordable form signed by any two officers of the Association and delivered to the person obtaining title. Failure of the Association to act within such thirty (30) day period shall be deemed to constitute approval following which the Association, through its officers, shall prepare and deliver written approval, in recordable form as aforesaid. If the Association shall disapprove, the matter shall be disposed of as follows: By the Association advising the person obtaining title by gift, devise, inheritance, or otherwise, in writing, of a purchaser or purchasers who will buy the said Apartment at its fair market value to be determined by three (3) M.A.I. appraisers, one of whom shall be selected by the purchaser, one by the Apartment Owner, and one by the two appraisers just appointed, or upon mutual agreement by the purchaser and person holding title by one M.A.I. appraiser. Costs for appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after determination of the sale price. At the time of notification to the title owner that the Association has furnished a purchaser, there shall be submitted a signed contract by said purchaser or purchasers providing for the acquisition of the Apartment in accordance with the terms of this Declaration.

3. If the Association shall fail to provide a purchaser within the time provided for, or if the purchaser furnished by the Association shall default in his acquisition, then the Association shall be required to approve the passage of title by gift, devise, inheritance, or other transaction, and shall evidence the same by instrument in writing in recordable form, signed by two officers of the Association.

D. An approved first mortgagee holding a mortgage on an Apartment or the lessor under the Lease Agreement upon becoming the

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Owner of an Apartment, through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become the acquirer of title to an Apartment at the foreclosure sale of such approved first mortgage or of the lien under the Lease Agreement shall have the unqualified right to sell, lease, or otherwise transfer said Apartment including the fee ownership thereof, and/or to mortgage said Apartment without prior offer to the Board. Specifically, the provisions of paragraphs A, B and C of this Article XV shall be inapplicable to such approved first mortgage or the Lessor under the Lease Agreement or the acquirer of title as above described in this paragraph.

XVI - MAINTENANCE AND REPAIRS

A. By Apartment Owners

The responsibility of an Apartment Owner is as follows:

1. To maintain in good condition and to repair and to replace at his expense all portions of his Apartment including the screening on his balcony or terrace and all interior surfaces within or surrounding his Apartment (such as the surfaces of the walls, ceiling, and floors), and to maintain and to repair the fixtures therein, including the air conditioning equipment, and to pay for any utilities which are separately metered to his Apartment. Every Apartment Owner must perform promptly all maintenance and repair work within his Apartment, as aforesaid, which, if omitted, would affect the Condominium Property or an Apartment belonging to other Owners; each Apartment Owner shall be expressly responsible for the damages and liability that his failure to do so may engender. Said Apartment shall be maintained and repaired in accordance with the "as built" building plans used by the Developer in the construction of Hidden Harbor, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration;
2. Not to make any alterations in the portions of the Apartment or the building or the Common Elements which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building or the Common Elements or which, in the sole opinion of the Board of the Association, would detrimentally affect the architectural design of the building, without first obtaining the written consent of the Board of the Association.
3. Not to paint or make any alteration, decoration, repair, replacement or change of or on the Common Elements or property under lease or to any outside or exterior portion of the building, including doors, windows, etc. without the written approval of the Board;
4. To promptly report to the Association or its agents any defect or need for repairs, the responsibility for the remedying of which is the Association;
5. Not to make repairs to any plumbing or electrical wiring within an Apartment except by plumbers or electricians authorized to do such work by the Board. The provisions as to the use of an authorized plumber or electrician shall not be applicable to an approved first mortgage or to the Lessor under the Lease Agreement or to the Developer. Plumbing and electrical repairs within an apartment shall

EE 5760 PAGE 908

DA 3700

be paid for and be the financial obligation of the Apartment Owner; and

6. Any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each Apartment from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Apartment or Apartments.

B. By the Association

The responsibility of the Association is as follows:

1. To repair, maintain and replace all of the Common Elements, including all exterior surfaces of the building and parking spaces, whether part of the Common Elements, Limited Common Elements, or part of the Apartment, and to maintain and repair all landscaping and roadways in or upon the Condominium Property.
2. To maintain, repair, and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services, but excluding therefrom appliances and plumbing fixtures;
3. To repair, maintain and replace any and all improvements and facilities located on the Demised Parcel.

C. Alterations and Improvements

The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements and Limited Common Elements which do not prejudice the right of any Apartment Owner and any first mortgage unless his or its written consent has been first obtained, provided the making of such alterations and improvements is first approved by the Board and which approval shall be submitted for ratification by the affirmative vote of two-thirds (2/3) of the Apartment Owners if the cost of the same shall be in Common Expenses which shall exceed One Thousand Dollars (\$1,000.00). The cost of such alterations and improvements shall be assessed among the Apartment Owners therefor proportionately.

XVII - COMMON EXPENSES AND ASSESSMENTS

A. Duty to Pay.

It is hereby stated to be the express duty of each Apartment Owner to promptly pay his share of the Common Expenses and all assessments levied by the Board.

B. Assessments.

Assessments shall be made and determined in the following manner:

1. The Board shall approve an annual budget in advance for each fiscal year and such budget shall project the anticipated Common Expenses for the ensuing fiscal year.
2. After the adoption of a budget and determination of the annual assessments against the Apartment Owners

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in accordance with the shares of the Common Expenses hereinabove set forth, the Association shall assess such sums by promptly notifying all owners by delivering or mailing notice thereof at such Owner's most recent address as shown by the books and records of the Association. The annual assessments are payable in quarterly installments which shall be due and payable in advance to the Association on the first day of each January, April, July and October, regardless of whether or not members are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy special assessments against each Apartment, if necessary, to cover additional Common Expenses and shall have the power to levy such other special assessments as provided herein, which may or may not be equal per Apartment.

3. The record owners of each Apartment shall be personally liable jointly and severally to the Association for the payment of special as well as regular assessments made by the Association and for all costs of collecting delinquent assessments, plus interest and attorneys' fees as hereinafter provided. In the event assessments are payable in installments, the Board may accelerate the remaining installments of the annual assessment upon notice thereof to the Apartment Owner whereupon the entire unpaid balance of the annual assessment shall become due upon the date stated in the notice which shall not be less than ten (10) days after the date of the notice. In the event any assessment, installment or assessment or accelerated assessments are not paid within twenty (20) days after their due date, the Association, through its Board, may proceed to enforce and collect the said assessments against the Apartment Owner owing the same in any manner provided for by the Act, including the right of foreclosure and sale.

4. The Association may at any time require Apartment Owners to maintain a minimum balance on deposit with the Association to cover future assessments. Such deposits shall be proportionate to each Apartment's interest in the Common Elements.

5. In connection with assessments, the Association shall have all of the powers, rights, privileges, and legal remedies provided for by the Act, specifically including a lien upon each Apartment for any unpaid assessments and interest thereon against the Apartment Owner of such Apartment, together with reasonable attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of such lien. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of ten (10%) percent per annum.

6. It is specifically acknowledged that the provisions of Section 711.15(6), of the Act, are applicable to this condominium, and further, in the event an approved first mortgagee obtains title to an Apartment by voluntary conveyance, such mortgagee, its successors, and assigns shall not be liable for accrued assessments or Common Expenses as fully as though the property were acquired by foreclosure as provided by Section Section 711.15(6), of the Act.

7. It is specifically acknowledged and provided that the assessment charges set forth on Exhibit D are in effect for the period ending December 31, 1975 and are hereinafter referred to as "Interim Assessments".

DA 3700

The Interim Assessments are estimates of the charges for items set forth in the By-Laws. The Developer guarantees that during the period just described the Interim Assessments will not be increased and the Developer will pay all Common Expenses not paid for by Interim Assessments, which are paid for by Apartment Owners other than the Developer. Regular assessments shall be made and determined commencing with the calendar year January 1, 1976, and the Developer will pay any regular assessments for any of the Apartments owned by the Developer.

XVIII - INSURANCE

The Board shall obtain liability insurance in such amounts as the Board may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements and the Demised Parcel. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Apartment Owner as a part of the Common Expenses. Said insurance shall include but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsement to cover liabilities of the Apartment Owners as a group to an Apartment Owner. Each Apartment Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Apartment and for the purchasing of insurance for all of his personal property.

XIX - DESTRUCTION OF IMPROVEMENTS AND CASUALTY INSURANCE

A. The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, insuring all of the insurable improvements within the condominium including personal property owned by the Association, in and for the interest of the Association, all Apartment Owners and their approved first mortgagees, as their interest may appear, in a company acceptable to the standards set by the Board, in an amount equal to the maximum insurable replacement value as determined annually by the Board; the premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as part of the Common Expenses. The company or companies with whom the Association shall place its insurance coverage as provided in this Declaration must be good and responsible companies authorized to do business in the State of Florida. The approved first mortgagee owning and holding the first recorded mortgage encumbering an Apartment shall have the right for so long as it owns and holds any mortgage encumbering an Apartment to approve the policies and the company or companies who are the insurers under the insurance placed by the Association as herein provided and the amount thereof. The Association shall have the right to designate the Insurance Trustee, which shall be a trust company authorized to do business in Florida, and thereafter from time to time, the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida, or to such other person, firm, or corporation as Insurance Trustee as may be acceptable to the approved first mortgagee holding the first recorded mortgage encumbering an Apartment. At such time as the aforesaid approved first mortgagee is not the holder of a mortgage on an Apartment, then these rights of approval and designation shall pass to the approved first mortgagee having the highest dollar indebtedness on apartments in the condominium property, and in the absence of the action of said mortgagee the Association shall have said right without qualification.

115730
PAGE 911

PAGE 011

B. All policies purchased by the Association shall be for the benefit of the Association, all Apartment Owners and their approved mortgagees, as their interests may appear. Such policies shall be deposited with the Insurance Trustee, aforementioned, who shall first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected, a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Apartment Owner by the Association. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds.

C. No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless the same is a distribution made to Apartment Owners and their mortgagees.

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

1. In the event a loss occurs to any improvements within any of the Apartments alone, without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Apartment Owners of the Apartment damaged and their approved first mortgagees, if any, as their interests may appear and it shall be the duty of these Owners to use such proceeds to effect necessary repair to the Apartment. The Insurance Trustee may rely upon the written statement of the Association as to whether or not a loss has been incurred to the Apartments or Common Elements, or both.

2. In the event that a loss of \$5,000.00 or less occurs to improvements within one or more Apartments and to improvements within contiguous Common Elements, or to improvements within the Common Elements alone, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will promptly contract for the necessary repairs to the improvements within the Common Elements and within the damaged Apartments. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements but insufficient to repair all of the damage within the Apartments, the proceeds shall be applied first to completely repair the improvements within the Common Elements, and the balance of the funds shall be apportioned to repair improvements within owners' Apartments in proportion to the loss sustained to improvements within said Apartments, as estimated by the insurance carrier, and the owners owning interests in Apartments containing damaged improvements shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within their Apartments.

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3. In the event the damage exceeds the sum of \$5,000.00 to the Common Elements alone, or to the individual Apartments and to Improvements within contiguous Common Elements (it being the intention of the foregoing to cover any loss other than those specifically described in subparagraphs 1 and 2) then the Insurance Trustee shall hold all other funds paid as hereinafter provided, and shall distribute the same as follows:

(a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Elements and within the units, or upon the collection of the necessary funds that are described in part (c) of this paragraph, then the improvements shall be completely repaired and restored. In this event all payees shall deliver paid bills and waivers of Mechanics' Lien to the Insurance Trustee and execute any affidavit required by law or by the Association, any approved first mortgagee named on a mortgage endorsement, or the Insurance Trustee, and deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis, or some other reasonable terms under the circumstances which said contractor shall post a performance and payment bond, and the Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the Contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Elements and within the apartments so that special assessments shall be required, the following provisions shall be applicable:

(i) In the event the deficiency between the estimated cost of repairs and replacements and the insurance proceeds is less than \$25,000.00 then the Board shall meet and shall determine the amount, method, and terms of a special assessment against the Apartments and the Owners thereof to obtain the necessary funds to repair and to restore the improvements. Such assessment need not be uniform as to all Apartments, but may be in accordance with such factors as the Board shall consider to be fair and equitable under the circumstances. Whereupon the Board having determined the amount of such assessment, shall immediately levy such assessment setting forth the date of payment of the same and the funds received shall be delivered to the Trustee and disbursed as provided in the preceding paragraph; or

RE 5700
PAGE 913

PAGE 0121

(ii) In the event the deficit between the estimated cost of repair and replacement and the insurance proceeds exceeds the sum of \$25,000.00, then in that event the Board shall order a membership meeting of the Association of this condominium held as rapidly as possible for the purpose of determining the amount of and the methods and terms of a special assessment against the Apartments and the Owners thereof so as to obtain the necessary funds to repair and replace the improvements. Such assessment need not be uniform as to all Apartments but may be in accordance with such factors as the Association considers fair and equitable under all of the circumstances. Upon determining the amount of the special assessment, the Apartments, and the Apartment Owners responsible therefor, the Board shall, within the time determined for the payment of said assessment, immediately levy such assessment and the funds received shall be delivered to the Trustee and disbursed as provided in the preceding paragraph. In the event two-thirds (2/3) of the members of the Association of this Condominium are opposed to the special assessment, the alternative shall be a vote for the termination of this condominium as provided in Article XXVII. Upon such event the Insurance Trustee shall divide the insurance proceeds into shares equal to the shares set forth in Article VI of the Declaration and shall promptly pay each share jointly to the Owners and mortgagees of record of each Apartment as their interests may appear. In making distribution to the Apartment Owners and the mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Apartment Owners and their respective mortgagees. It is the intention of the foregoing that the proceeds of insurance shall be distributed regardless of whether there is a vote for termination so long as two-thirds (2/3) are opposed to the special assessment.

4. In the event, after complete repair and reconstruction and after the Insurance Trustee's fee has been paid, funds remain in the hands of the Insurance Trustee, such funds shall be disbursed in accordance with the provisions just above set forth with regard to the distribution of insurance proceeds upon termination. However, it shall be presumed that the first monies disbursed in payment of repair, replacement, and reconstruction shall be from insurance proceeds; if there is a balance in the fund held by the Insurance Trustee after payment of all costs of repair, restoration, and reconstruction and after payment of any and all Trustee's fees and expenses, such balance shall be distributed to the Apartment Owners in proportion with their contributions.

5. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment or any other manner within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan. Further all covenants contained herein for the benefit of any mortgagee of an Apartment may be enforced by an approved first mortgagee.

REC-5730 PAGE 914

6. Any repair, rebuilding, or reconstruction shall be substantially in accordance with the architectural plans and specifications for the original building, or as the building was last constructed, or according to plans approved by the Board. Any material or substantial change from the foregoing architectural plans and specifications shall require approval by the institutional first mortgagee holding the highest dollar indebtedness on Apartments in the Condominium Property.

XX - PROHIBITION OF FURTHER SUBDIVISION

The space within any of the Apartments, Common Elements and Limited Common Elements shall not be further subdivided. Any instrument, whether a conveyance, mortgage, or otherwise, which describes only a portion of the space within any Apartment shall be deemed to describe the entire Apartment owned by the person executing such instrument, and the interest in the Common Elements appurtenant thereto.

XXI - SEVERABILITY

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

XXII - INTERPRETATION

A. Article and paragraph titles inserted throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit, or in any way affect this Declaration or the contents of the material contained in Articles and paragraphs.

B. 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.

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

D. In the event any Court should hereafter determine any provisions as originally drafted herein in violation against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead, shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring lives shall be those of the incorporators of the Association.

XXIII - REMEDIES FOR VIOLATION

Each Apartment Owner shall be governed by and shall comply with the Act, this Declaration and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, or any Apartment Owner, or any approved

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first mortgagee holding a mortgage encumbering any Apartment to recover any sums due for damages or injunctive relief, or both. Such actions may be maintained by the Association or in a proper case by an aggrieved Apartment Owner, or by such approved first mortgagee. Such relief shall not be exclusive of other remedies provided by law. The failure to promptly enforce any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of an Apartment Owner to comply with the terms of the Condominium Documents the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

XXIV - PROVISIONS FOR ALTERATION OF APARTMENTS BY DEVELOPER AND PROVISIONS FOR AMENDMENTS BY MEMBERS' VOTE

A. Amendment by Developer Alone

1. Developer reserves the right to change the interior design and arrangement of all Apartments, and to alter the boundaries between Apartments, so long as Developer owns the Apartments so altered. No such change shall increase the number of Apartments nor alter the boundaries of the Common Elements without amendment of this Declaration by approval of the Association, Apartment Owners, and owners of approved first mortgages in the manner elsewhere provided. If Developer shall make any changes in Apartments so authorized, such changes shall be reflected by an amendment to this Declaration. If more than one Apartment is concerned, the Developer shall apportion between the Apartments the shares in the Common Elements which are appurtenant to the Apartments concerned.

2. An amendment of this Declaration reflecting such alteration of Apartment plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, other Apartment Owners, or lienors or mortgagees of other Apartments or of the Condominium, whether or not elsewhere required for an amendment.

B. Amendment to Declaration by Members

1. No amendment shall change an Apartment's proportionate share of the Common Expenses or common surplus, nor the voting rights pertinent to any Apartment, unless all of the record owners thereof, and all of the record owners of any approved first mortgage lien thereon, shall consent thereto and join in the execution of such amendment and provided, further, that the said amendment shall be voted on, and evidenced and recorded in the same manner as all other amendments to this Declaration.

2. No amendment shall be passed which shall impair or prejudice the rights or priorities of the Developer or any approved mortgagee. No amendment shall change the provisions of this declaration with respect to approved first mortgagees without the specific written approval of all such approved first mortgagees of record.

3. Except as to the matters described in subparagraphs 1 and 2 of this paragraph B of this Article, this Declaration may be amended at any regular or special meeting of the Apartment Owners in this condominium, called

1155730 PAGE 916

DN 3 7 0 0

in accordance with the By-Laws as to the class applicable thereto by the affirmative vote of the owners of seventy-five percent (75%) or more Apartments. Such amendment shall be evidenced by a certificate executed and recorded in accordance with the Act, and which said certificate shall be signed and acknowledged by any two officers of the Association. A true copy of all such amendments shall be sent certified mail (the "mailing") by the Association to all approved first mortgagees. Thereupon, this certificate shall become effective upon its being recorded amongst the Public Records of Broward County, Florida, but shall not be so recorded until thirty (30) days after its mailing.

XXV - RIGHT OF DEVELOPER TO SELL OR
LEASE APARTMENTS OWNED BY IT FREE OF RESTRICTIONS
SET FORTH IN ARTICLE XV
AND TO USE NAME IN OTHER PROJECTS

A. So long as Developer shall own any Apartment whether by reacquisition or otherwise, the Developer shall have the absolute right to lease, sell or mortgage any such Apartment to any person, firm or corporation, upon any terms and conditions at it shall deem to be in its own best interests, and as to the lease, sale or mortgage of any Apartment by the Developer, the rights of notice and consent herein granted to the Association in Article XV of this Declaration shall not be operative or effective in any manner. This provision of the Declaration may not be suspended or superseded by any amendment unless consented thereto, in writing, by the Developer.

B. Developer hereby reserves the right to transact on the Condominium Property any business necessary to consummate sale of Apartments at Hidden Harbor or other developments, including but not limited to the right to maintain models, have signs, employees in the office, use the Common Elements and Lease Area and to show Apartments, and may assign this commercial usage right to such other persons or entities as it may choose. Any sales office, signs, and all items pertaining to sales located upon Condominium Property shall not be considered Condominium Property and shall remain the property of the Developer.

XXVI - ASSOCIATION TO ACQUIRE
AND ENTER INTO AGREEMENTS

The Association as Lessee has entered into a Lease Agreement with Developer and Paul Conte, Trustee, recorded in Official Records Book 4747, Page 908 of the Public Records of Broward County, Florida (which is a document contemplated by Section 711.121 of the Act as amended by Chapter 65-9, Florida Statutes) on behalf of and for the benefit of this condominium. Under the Lease Agreement the Association has acquired possessory and use interests in certain real property for the enjoyment, recreation or other use and benefit of Apartment Owners. The expenses of operating the Lease Area, including the taxes, insurance, repair and maintenance of the facilities located thereon, are Common Expenses. Each Apartment Owner shall pay the Rent required to be paid thereunder.

XXVII - TERMINATION

A. Termination after Casualty Loss

In the event two-thirds (2/3) of the members of this condominium are opposed to the special assessment contemplated by Article XIX D.3(c)(1), then a vote shall be taken for termination. Termination shall result if two-thirds (2/3) of the members shall vote in favor of termination.

B. Termination in General

Except in the event of this Declaration and the plan of condominium ownership established herein being terminated as hereinbefore provided, this Declaration and said plan of condominium ownership may only be otherwise terminated by the unanimous consent of all Apartment Owners in this condominium and all of the parties holding approved first mortgages upon any of said Apartments; in which event, the termination of the condominium shall be by such plan as may be then adopted by said owners and parties holding any such mortgages. Such election to terminate this Declaration and the plan of condominium ownership established herein shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Public Records of Broward County, Florida.

C. Result of Termination

In the event of termination, the Condominium Property shall be removed from the provisions of the Act, and the Condominium Property shall be deemed to be owned in common by the Apartment Owners. Each Apartment Owner to the extent he owns the Condominium Property in common shall continue to be responsible for the Rent and his prorate share of the Operating Expenses and the lien rights of the Lessor under the Lease Agreement shall run with the Condominium Property.

IN WITNESS WHEREOF HIDDEN HARBOR DEVELOPMENT CORP., has caused these presents to be signed in its name by its President and its corporate seal affixed and attested to by its Secretary this 22nd day of March, 1974.

WITNESSES:

HIDDEN HARBOR DEVELOPMENT CORP.

By: [Signature]

Attest: _____

(SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Paul Coute and well known to me to be the PRESIDENT ~~and~~ of HIDDEN HARBOR DEVELOPMENT CORP., and that they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

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WITNESS MY Hand and Official Seal in the County and State
last aforesaid this 22 day of March, 1974.

Harvey Kegel
Notary Public

My Commission Expires:

Notary Public
State of Florida
Commission Expires 12/31/75
Notary Public & Cavalry Co.



RECEIVED
MAY 9 1974

LEGAL DESCRIPTION OF LAND
EXHIBIT A TO DECLARATION OF CONDOMINIUM
OF HIDDEN HARBOR CONDOMINIUM C

Commencing at the intersection of the West line of North Andrews Avenue and the North line of N.W. 17th Court, said point of intersection being 25.00 feet North of the centerline of N.W. 17th Court, said centerline also being the South line of the N.E. 1/4 of the N.E. 1/4 of the N.W. 1/4 of Section 34, Township 49 South, Range 42 East, Broward County, Florida; thence run Westerly along said North line of N.W. 17th Court, a distance of 256.0 feet; thence run Northerly, at right angles to N.W. 17th Court, a distance of 84.0 feet; thence run Westerly, parallel to N.W. 17th Court, a distance of 19.0 feet; thence run Northerly at right angles to N.W. 17th Court, a distance of 51.0 feet; thence run Westerly, parallel to N.W. 17th Court, a distance of 166.0 feet to the Point of Beginning; thence continue Westerly along said line, a distance of 83.28 feet; thence run Northerly, at an included angle of 89°27'00" a distance of 8.33 feet, thence run Westerly, at an excluded angle of 89°27'00", a distance of 40.0 feet to the East line of N.W. 3rd Terrace; thence run Northerly, at an included angle of 89°27'00" along said East line of N.W. 3rd Terrace, a distance of 329.63 feet; thence run Westerly, at an excluded angle of 89°25'01", a distance of 25.0 feet, to the West line of the N.E. 1/4 of the N.E. 1/4 of the N.W. 1/4 of Section 34, Township 49 South, Range 42 East; thence run Northerly along said West line, a distance of 169.0 feet to the North line of Section 34, Township 49 South, Range 42 East; thence run Easterly along said North line, a distance of 144.0 feet, more or less, to the South Bank of the South Fork of Middle River; thence run Southerly, at right angles to N.W. 17th Court, a distance of 504.83 feet, more or less, to the Point of Beginning. Said lands lying and being in Broward County, Florida.

185730
PAGE 920

EXHIBIT C

TO

DECLARATION OF CONDOMINIUM OF
HIDDEN HARBOR CONDOMINIUM C

Condominium Parcel	Percentage of Ownership and Share in Common Elements, Common Surplus and Common Expenses
101	1.7543
102	1.7543
103	1.7543
104	1.7543
105	1.7543
106	1.7543
107	1.7543
108	1.7543
109	1.7543
110	1.7543
111	1.7543
112	1.7543
113	1.7543
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315	1.7543
316	1.7543
317	1.7543
318	1.7543
319	1.7592

EE 5730 PAGE 921

EXHIBIT D
TO
DECLARATION OF CONDOMINIUM OF
HIDDEN HARBOR CONDOMINIUM C

The assessments for all apartments during the interim Assessment Period as described in Article XVII of this Declaration shall be \$55.00 per month.

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RUDEN, BARNETT, MCCLOSKEY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 900 N.E. 26TH AVENUE, FORT LAUDERDALE, FLORIDA