

Las Vistas in Inverrary Condominium Association, Inc.

DECLARATION OF CONDOMINIUM

NOTE: Re-written from original document as recorded in Broward County in March, 1974 with amendments thereafter.

NOTES: *This document is a re-written version of the original document as recorded in Broward County in 1974. Each amended ever adopted since then, is reported hereinafter as a reference to the specific amendments altering the original Declaration, this latter remaining the official document.*

When a reference is made to the most recent amendment, it means that the said amendment has been incorporated within the present re-written texts.

WE HEREBY CERTIFY that all amendments to which the present document refers, relate to the Declarations of Condominium of condos A, B, C, D, F, G, H, J, K, L, M and P-R of Las Vistas in Inverrary having been recorded in the Public Records of Broward County, Florida, on the official Books and Pages listed below, together with all Respective exhibits for each condominium.

<u>Condominium</u>	<u>Book</u>	<u>Page</u>
A	5956	64
B	5956	106
C	5956	141
D	5956	190
F	5956	225
G	5956	274
H	5956	316
J	5857	284
K	5917	205
L	5956	358
M	5956	400
P-R	5686	350

Las Vistas In Inverrary, Inc., a Florida Corporation. (Hereinafter referred to as "Developer", hereby states and declares:

I
SUBMISSION STATEMENT

The Developer is the owner of record of the land hereinafter described 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:

CONDOMINIUM "X" IN LAS VISTAS IN INVERRARY

NOTE: The above "X" stands here in lieu of the true letter of each particular condominium, as explained above. Albeit each of the condominiums of Las Vistas in Inverrary has its own particular Declaration of Condominium, the body of the text reproduced hereinafter is identical for all said condominiums. Only the aforesaid Exhibits thereto are specific to each particular condominium and it is why this document refers the reader to the original individual Declarations. An example of exhibits is attached hereto while the official exhibits for each individual condominium can be found in the original Declaration filed in 1974 , as previously explained

III
LAND

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

IV
EXPLANATION OF TERMINOLOGY AND
IDENTIFICATION OF APARTMENTS

A. Explanations

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

1. "LAS VISTAS IN INVERRARY" means the multi-phased planned community including condominium apartment buildings to be constructed by Developer to be located on real property situated in Section 23, Township 49 South, Range 41 East, Broward County, Florida.

2. "Condominium of Las Vistas In Inverrary" means a particular condominium which is the subject of a particular Declaration; each condominium shall be considered a Phase in the development of LAS VISTAS IN INVERRARY.
3. "Developer" means Las Vistas In Inverrary, Inc., a Florida Corporation, their successors and assigns.
4. "Act" means Chapter 711, Florida Statutes, 1963, as amended; the Condominium Act.
5. "Condominium Documents" means in the aggregate this Declaration, Articles, By-Laws and all of the instruments and documents referred to therein and executed in connection with a CONDOMINIUM OF LAS VISTAS IN INVERRARY.
6. "Declaration" means this document.
7. "Apartment" means unit as defined by the act, and is that portion of the Condominium Property which is subject to private ownership.
8. "Apartment Owner" means unit owner as defined by the Act.
9. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as defined in the Act and the Condominium Documents and includes:
 - a) 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
 - b) the operating expenses as set forth in the Long Term Lease, and
 - c) any other expenses designated or inferred to be Common Expenses by the Act or by the Condominium Documents and any similar expenses designated as Common Expenses from time to time by the Board.
10. "Condominium Property" means the Land, all improvements thereon, including the Apartments, the Common Elements, and all easements and rights appurtenant thereto and specifically includes, a right appurtenant to said Land, the possessory and use rights under the Long Term Lease.
11. "Common Elements" means the portion of the Condominium Property not included in the Apartments.
12. "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.

13. "Association" means Las Vistas In Inverrary Condominium Association, Inc., the corporation not-for-profit organized and existing under the laws of the State of Florida for the purpose of operating the CONDOMINIUM IN LAS VISTAS OF INVERRARY.
14. "Articles" mean the Articles of Incorporation of the Association.
15. "By-Laws" mean the By-Laws of the Association.
16. "Board" means the Board of Directors of the Association.
17. "Demised Parcel" means the real property and improvements demised under the Long Term Lease. *(Refer to note at the bottom of this present sub-article)*
18. "Appurtenances to an Apartment" include the rights under the Long Term Lease, together with the other Appurtenances specifically described in Section 711.04 (2) of the Act.
19. "Long Term Lease" means the document of which certain real property and improvements which provide recreation areas are demised to the Association and under which the expenses of the same are made Common Expenses, and which is referred to in Article XXVI of this Declaration.

Note to the Reader: This Long Term Lease was terminated in the very early years of Las Vistas in Inverrary Condominium when all the unit owners were imposed a Special Assessments to acquire from the Developer the ownership of the real Property and improvements that were the object of that Long Term Lease. From thereon, all of the Land and all the other facilities and amenities of Las Vistas Condominium in Inverrary are the sole property of the Las Vistas In Inverrary Condominium Association, Inc., thus of all the members thereof.

B. Identification of Apartments and Limited Common Elements.

For Example - Condominium P-R: This condominium consists of two (2) condominium apartment buildings designated as Buildings P and R and contains seventy (70) Apartments, each of which are identified and described on your Exhibit B of the Declaration by three-digit Arabic numerals preceded by letter designation e.g. R-201. NOTE: *The composition of your condominium appears in your recorded Declaration.*

1. a) Condominiums have designations on their Survey and Plot Plan (Exhibit B) and parking spaces located on the Condominium Property are identified by the Arabic numerals. These parking spaces were assigned in the first instance by the Developer to the use of a specific Apartment within this condominium. Parking spaces are Common Elements, however any parking space assigned to the use of a specific apartment, until it is reassigned as provided in Article XIV of the Declaration, shall be

considered as a Limited Common Element. Unassigned parking spaces shall be used for guest parking under rules promulgated by the Board. The method of assignment and any subsequent re-assignments is set forth in Article XIV of this Declaration.

b) Notwithstanding the fact that some of the just described parking spaces 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.

V

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

- A. There is being recorded contemporaneously herewith a Survey, Plot Plan and Graphic Description of Improvements on the above described Land under Clerk's File 74-61741 and which Survey, Plot Plan and Graphic Description of Improvements is incorporated herein by reference and deemed Exhibit B to this Declaration.
- B. Said Survey, Plot Plan and Graphic Description of Improvements shows and identifies thereon the Common Elements, Limited Common Elements, each Apartment and its relative location and approximate dimension, and the Demised Parcel. There is likewise reflected thereon floor plans containing a graphic description of the improvements made to the Condominium Property.
- C. Said Exhibit B of this Declaration has been certified pursuant to the requirements of Section 711.8 (1) (c) of the Act.

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 to Exhibit C.

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 and, in the case of those portions of the Common Elements

set aside for parking and driveways, with Apartment Owners of other condominiums operated by the Association.

- B. All of the common elements (Laundry rooms and equipment; Swimming pools; Sports and amusement installations; Club House; Library; etc., may well be for the exclusive use of the unit owners but they must also be used uniquely for the needs of the specific owner or renter who uses them. No owner, renter, guest or visitor shall use any of the Las Vistas common elements and installations for the benefit of other people or entity, whether it is for profit or not for profit. *(Most recent amendment recorded on July 28, 2016 under Instrument 113838606.)*

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 in Exhibit C of this Declaration.

VIII

VOTING RIGHTS OF OWNERS OF APARTMENTS

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.

(Most recent amendment recorded on September 15, 2009 under Instrument 108141865)

IX

BY-LAWS

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

X
ASSOCIATION; USE OF COMMON ELEMENTS
BY MEMBERS OF ASSOCIATION

- A. The Association responsible for the operation of this condominium is Las Vistas In Inverrary Condominium Association, Inc., a corporation not-for-profit, organized and existing under the laws of the State of Florida.
- B. The property comprising LAS VISTAS IN INVERRARY is being developed by the Developer under a common plan. Each portion that is constructed separately shall be submitted to condominium ownership by a separate declaration as separate Condominium Property but all of the condominiums shall be operated and governed by the Association. All of the Apartment owners in CODOMINIUMS OF LAS VISTAS IN INVERRARY are members of the Association and shall have the right to use and enjoy all of the Common Elements of all of the CONDOMINIUMS OF LAS VISTAS IN INVERRARY. Recreation Land shall be used and shared in accordance with the Long Term Lease.
- C. The Developer may set aside one Apartment in a CONDOMINIUM OF LAS VISTAS IN INVERRARY as and for a Property Manager. Title to that Apartment shall be conveyed to the Association which shall own it and use it exclusively for such purpose. The expenses applicable to that Apartment, including Common Expenses, shall be assessed as part of the expenses of the Association as provided in the By-Laws.
- D. There is attached hereto, a True Copy of the Articles, as amended, as an Exhibit.

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 in favor of all of the Apartment Owners within the CONDOMINIUMS OF LAS VISTAS IN INVERRARY for their use and for the use of their immediate families, guests, invitees or licensees for all proper and normal purposes, 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 LAS VISTAS IN INVERRARY, there are hereby created easements, in favor of the balance of the CONDOMINIUMS OF LAS VISTAS IN INVERRARY, and the owners thereof, for ingress and egress to provide power, electric, 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, and necessary and proper for, the CONDOMINIUMS OF LAS VISTAS IN INVERRARY.

C. Easement for Encroachments

All 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 a particular CONDOMINIUM OF LAS VISTAS IN INVERRARY to encroach upon the Condominium Property of another.

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 interests 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 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 all of the owners of all Apartments. The amount of the New Total Tax paid or to be paid by the Association shall be apportioned among the owners of all Apartments so that the amount of such New Total Tax so paid or to be paid by the Association and attributable

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 had 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 the 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. In all the units of Las Vistas, there must be at least one (1) resident-owner whose name is part of the property deed, or one (1) resident-renter whose is a co-signer of the lease, who is fifty-five (55) years or age or older, but one (1) other adult occupant of the unit may be at least fifty (50) years of age or older, while all others will be subject to the rules concerning visitors, guests and children.
(Most recent amendment recorded on 6-10-2015 under Instrument 113040327)
- B. An Apartment owner shall not permit or suffer anything to be done or kept in his Apartment which will increase the insurance rates of his Apartment, the Common Elements, the Limited Common Elements, 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 the Apartment, on the Common Elements, or the Limited Common Elements.

- C. An Apartment Owner shall show no sign, advertisement or notice of any type on the Common Elements, Limited Common Elements, Recreation Land or in or upon his Apartment and shall erect no exterior antenna and aerials upon any portion or part of his Apartment or the Common Elements.
- D. An Apartment Owner may keep a pet in his Apartment, although subject to the regulations promulgated by the Association from time to time, but an Apartment Owner may not 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, including any balcony or terrace; nor shall there be permitted any trailer, boat or any other recreational vehicle on any portion of the Condominium Property.
- E. No unit shall be leased, no owner shall lease a unit and leasing shall be prohibited during the one (1) year period subsequent to the acquisition of title to the unit.
(Most recent amendment recorded on August 16, 2000 under instrument 100469994)

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 has the right to assign the use of a Particular Parking Space to a particular Apartment at the time the apartment is originally acquired from the Developer. The assignment of use shall be made by describing the particular Parking Space by reference thereto in a document entitled "Assignment of Use 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 Assignee 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 transfers in the Book and the owner of the Apartment to which its use is assigned shall have the exclusive right to the use thereof. The Parking Space shall thereupon be appurtenant to the said Apartment and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Apartment. Upon conveyance of, or passing of, title to the Apartment to which the said assignment of parking space has been made the owner of the Apartment making the conveyance of title shall execute 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 Use of Parking Space" and record the transfer in the "Book".

B. Restrictions on Separate Transfer of Parking Spaces.

Subject to the provisions of Article XIV B.7 herein a Parking Space may be separately transferred upon the following conditions:

1. The use of a 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 within LAS VISTAS IN INVERRARY 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 the transferee's Apartment 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 the 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 a condominium operated by the Association by a written instrument signed by any two officers of 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 or whatever Parking Spaces have not been assigned to the use of any particular Apartment, the Parking Space may be assigned, used or leased on such terms and conditions as the Board may from time to time determine, provided that a portion of the Parking Spaces shall always be kept for providing guest parking.
7. Prior provisions of Article XIV notwithstanding in no event shall the owner of an Apartment which is encumbered by a "first mortgage" as described in Article XV B. herein transfer, surrender or otherwise convey the Parking Space which is deemed appurtenant to his Apartment.

XV

CONVEYANCES AND SALES

In order to assure a community of congenial and responsible Owners 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 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 any purchaser or lessee produced by the Association as hereinafter provided, that the Apartment Owner believes the proposal to be bone fide in all respects. The notice just described shall be mailed to or delivered by hand to the Secretary of the Association.

- a) **Restrictions on Offers to Sell or Purchase.** No offer to sell or purchase shall be made or accepted, no offer to sell or purchase shall be deemed bona fide, no offer to sell or purchase shall be made or accepted, and no offer to sell or purchase shall be completed, unless the offer is accompanied by a down payment of not less than twenty percent (20%) of the sale or purchase price.

The source of the down payment cannot originate or come from the seller, any bank, insurance company, mortgage broker, lending institution, real estate company, governmental agency, or any other person or entity in the business of lending money or real estate. The down payment must be unrestricted and unconditional.

No person or entity shall have any right or recourse against the purchaser to recover or recoup all or any portion of the down payment, and no property,

whether real, personal or intangible, shall serve as collateral for the repayment of all or any portion of the down payment.

Under no circumstances shall the outstanding indebtedness for the purchase of an apartment exceed eighty percent (80%) of the purchase price. Any offer to sell or purchase that does not comply with this provision shall be void ab initio, and shall be deemed a failure of the proposed purchaser or transferee to facially qualify for membership in the Association, and the transfer shall not be made, and the Association shall be relieved from the obligation to purchase the apartment or to find or designate an alternative or substitute purchaser approved by the Association to purchase the apartment.

In such event, the proposed purchaser or transferee shall thereafter not be subject to further financial scrutiny. The apartment owner shall not be entitled to make demand upon the Association to purchase the apartment or to find or designate a substitute or alternative purchaser approved by the Association. In addition, if the proposed sale or other transfer is completed in violation of this provision, then the purchaser or transferee shall be entitled to occupy the apartment, and shall be required to convey the apartment back to the seller.

(Most recent amendment recorded on August 16, 2000 under instrument 100469993)

- b) **Escrow assessments.** Every Owner shall be required to post an escrow deposit with the Association in an amount equal to six (6) months of assessment installments. No offer to sell or purchase shall be made or accepted, no offer to sell or purchase shall be deemed bona fide, no notice to the Association of an offer to sell or purchase shall be made or accepted, and no sale or purchase shall be completed unless the offer is accompanied by an escrow payment to the Association in an amount equal to six (6) months of assessment installments. The assessment escrow deposit shall be held by the Association for eighteen (18) months commencing upon the conveyance of title or the Association's receipt of the assessment escrow deposit, whichever is later, as security in the event the Owner shall default in any payment of any regular or special assessment due to the Association, including interest, late fees, costs and attorney's fees incurred in collection, whether suit be brought or not. In the event the escrow deposit or any portion thereof shall be applied as provided herein, the Owner shall deposit with the Association, upon written demand therefor, an amount sufficient to restore such escrow deposit to its original amount, or an amount equal to six (6) of assessment installments for the six (6) month period commencing when the Association takes escrow deposit in accordance with this provision, whichever is greater, and failure to do so shall constitute a material violation of the Condominium Documents.

Such escrow payment shall be kept in a special escrow account in a bank, and the interest earned on said account shall inure to the benefit of the Owner, and the interest therein may be withdrawn annually at the request of the Owner.

(Most recent amendment recorded on February 24, 2000 under instrument 100111934)

NOTE: Reader is urged to also consult Article 72 of the Rules and Regulations which is a genuine an enforceable complement to this article.

2. **Election of the Association.** Within sixty (60) 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 that sixty (60) days subsequent to the 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 sixty (60) 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 approved and furnished by the Association.

(Most recent amendment recorded on February 24, 2000 under instrument 100111934)

- B. **Mortgage.** No Apartment Owner may mortgage his Apartment nor any interest therein without the approval of the Association, except to a bank, title insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida, or Federal or State Savings and Building and Loan Associations, or Mortgage Banking company licensed in the State of Florida, hereinafter referred to as "Approved Mortgagee", or sometimes hereinafter called "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 and approval may unreasonably be withheld.

(Most recent amendment recorded on February 24, 2000 under instrument 100111934)

C. Acquisition by Gift, Devise, or Inheritance.

1. Any person who has obtained an Apartment by Gift, Devise or Inheritance, or by any other 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 disapproval.
2. Within sixty (60) 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 sixty (60) days 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 approved and furnished by the Association.
(Most recent amendment recorded on February 24, 2000 under instrument 100111934)
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 evidence the same by instrument in writing in recordable form, signed by two officers of the Association.

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 his screened 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 and LAS VISTAS IN INVERRARY in its entirety 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 utilized by the Developer, 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 would detrimentally affect the architectural design of the building, without first obtaining the written consent of the Board, which consent the Board may withhold in its absolute discretion;
3. Not to paint or make any alteration, decoration, repair, replacement or change of or on the Common Elements or to any outside or exterior portion of the building, including doors, windows, etc. and not to place any drapery facings, heat reflecting devices, blinds or shades without the written approval of the Board, which approval the Board may withhold in its absolute discretion; Nor may there be any exterior lighting fixtures, mail boxes, screen doors, hardware, or similar items installed which are not consistent with the general architecture of the building and without specific written approval of the Board. The Board shall not grant approval if in its opinion the effect of any of the items mentioned herein will be unsightly as to the exterior of the building;
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 the 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 mortgagee or to the Developer. Plumbing and electrical repairs within

an Apartment shall 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 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 maintain, repair, and replace any and all swimming pools, landscaping, cabana areas, roadways, seawalls and other improvements and facilities located upon Demised Parcel in accordance with the Long Term Lease.

C. Alterations and improvements

The Association shall have the right to make or cause to be made structural changes and improvement of the Common Elements and Limited Common Elements provided the making of such alterations and improvements is first approved by the Board of the Association, and which approval shall be submitted for ratification by the affirmative vote of two thirds (2/3) of the apartment owners who voted on such amendment, if the cost of the same shall be in Common Expenses which shall exceed three thousand (\$3,000.00) Dollars. The cost of such alteration and improvements may be assessed among the apartment owners therefor in proportion to their share of Common Expenses. *(Most recent amendment recorded on April 29, 1998 under instrument 98-249261)*

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. The By-Laws contain other provisions applicable to the determination and makeup of the budget and allocation of expenses.
2. After the adoption of a budget and determination of the annual assessments against the Apartment Owners in accordance with the shares of the Common Expenses hereinabove set forth, the Board shall assess such sums by promptly notifying all Apartment Owners by delivering or mailing notice thereof at such Apartment Owner's most recent address as shown by the books and records of the Association.

The annual assessments shall be due and payable in advance to the Association on the first day of each month during the year. 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 assessment as provided herein, which may or may not be equal per Apartment.

(Most recent amendment recorded on January 28, 1993 under instrument 93034284)

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 attorney's fees as hereinafter provided. In the event of default in the payment of an installment, the Board may accelerate remaining installments of the annual assessments upon notice thereof to the Apartment Owner in default 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 assessment are not paid within twenty (20) days after their due date, the Association, through the Board, may proceed

to enforce and collect the said assessments against the Apartment Owner owing the same in any manner provided by the Act, including the right of foreclosures and sale.

4. The Board may at any time require 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 the 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 within 30 days after they are due shall bear interest of the maximum percentage prescribed by Florida law, and a late charge penalty of the maximum prescribed by Florida Law, for every month where a payment is late. *(Most recent amendment recorded on July 28, 2016 under Instrument 113838606.)*
 - a) The lien, as mentioned herein is effective and shall relate back to the date of recording of the original Declaration of Condominium or in the case of a lien on a parcel located in a phase condominium, the last to occur of the recording of the original declaration or amendment thereto creating the parcel.
(Most recent amendment recorded on April 29, 1998 under Instrument 98-249260)
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 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, 1974 (hereinafter referred to as "Interim Assessment"). The Interim Assessments are estimates only of the annual assessment set forth in the By-Laws. The Developer guarantees that during the period just described the Interim Assessment will not be increased and the Developer will pay all Common Expenses not paid for by the Interim Assessments, which are paid for by the Apartment Owners other than the Developer. Regular assessments shall be made and determined commencing with the calendar year 1975 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 Limited Common Elements. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Apartment Owner as part of 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 liability 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 the Declaration must be good and responsible companies authorized to do business in Broward County in the State of Florida.
(Most recent amendment recorded on January 28, 1993 under instrument 93034284)
- B. *(Removed under amendment on January 28, 1993 under instrument 93034284)*
- C. *(Removed under amendment on January 28, 1993 under instrument 93034284)*
- D. *(Removed under amendment on January 28, 1993 under instrument 93034284)*

XX
PROHIBITION OF FURTHER SUBMISSION

The space within any of the Apartments, Common Elements and Limited Common Elements shall not be further subdivided. The addition of a partition which the Board determines is solely for decorative purposes shall not constitute a subdivision of an Apartment. Any instrument, whether a conveyance, mortgage or otherwise, which described 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 the 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, 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 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 first mortgagees holding a mortgage encumbering any Apartment to recover any sum 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 attorney's fees as may be awarded by the Court.

XXIV
PROVISIONS FOR ALTERATION OF APARTMENTS BY THE DEVELOPER
AND PROVISIONS FOR AMENDMENTS BY MEMBERS

A. Alteration of Apartment by Developer

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 the Developer owns the Apartments so altered. No such change shall increase the number of Apartments nor alter the boundaries of the Common Elements (other than interior of walls abutting Apartments owned by the Developer without an amendment of this Declaration approved by 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 the 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 such signatures are elsewhere required for an amendment; provided, however, the

foregoing right shall not change the percentage of Apartment Owner's proportionate share of the Common Expenses or surplus or voting rights, unless consented to, in writing, by such Apartment Owner and any approved first mortgagee holding a mortgage on said Apartment.

3. Because this Declaration is being recorded prior to completion of the Condominium, the Developer, upon completion of the construction of this Condominium, as provided in Article V shall record as an amendment to this Declaration, a Final Survey, Plot Plan and Graphic Description of Improvements for this Condominium which amendment shall show this Condominium as completed. The Developer covenants that such amendment shall show this Condominium to have been constructed in substantial compliance with Exhibit B and shall be certified in accordance with Section 711.08 (1) (e) of the Act. Developer expressly reserves the right to so amend this Declaration along with execution and acknowledgment of the instrument herein described in accordance with Section 711.10 of the Act and that accordingly such instrument need not be approved or joined in by the Association, the Apartment owners or their mortgagees or other lienors in order to so amend this Declaration.

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 or the Developer, without the specific written approval of all such approved first mortgagees of record and the Developer.
3. Except as to the matters described in sub-paragraphs 1 and 2 of this paragraph B of this Article XXIV, this Declaration may be amended at any regular or special meeting

of the apartment owners, called in accordance with this article, by the affirmative vote of the owners of sixty-six and two-thirds (66 2/3) of the vote received, provided said amendment shall be approved by a majority of the Board as a whole.

In all matters requiring a vote, any matters relating to a particular condominium of Las Vistas shall be voted on by the membership owning apartments in that condominium. All matters pertaining to the Association as a whole shall be voted on by the Membership at Large.

The decision as to whether a matter relates to a particular condominium of Las Vistas or to the Association as a whole shall be determined by the sole and exclusive vote of the Board of Directors.

The approval of this amendment shall also confirm and approve of all amendments made to the Documents and By-Laws of Las Vistas that were made heretofore and shall become a part of the Documents and By-Laws of Las Vistas.

Such amendment shall be evidenced by a certificate executed and recorded in accordance with the Act, and which certificate shall be signed and acknowledged by any two officers of the Association. Thereupon, this certificate shall become effective upon its being recorded amongst the Public Records of Broward County, Florida.
(Most recent amendment recorded on April 8, 2004 under Instrument 103903891)

XXV

RIGHT OF DEVELOPER TO SELL OR LEASE APARTMENTS OWNED BY IT FREE OF RESTRICTIONS SET FORTH IN ARTICLE XV

Notwithstanding any provision to the contrary, 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 as 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. Developer shall have the right to transact on the Condominium Property any business necessary to consummate sale of Apartments,

including but not limited to the right to maintain models, have signs, employees in the office, use the Common Elements and Recreation Land and to show Apartments, and may assign this commercial usage right to such other persons or entities as it may choose. A sales office, signs, and all items pertaining to sales shall not be considered Common Property and shall remain the property of the Developer.

XXVI ASSOCIATION RIGHTS TO ACQUIRE AND ENTER INTO APARTMENTS

- A. **NOTE:** *Since this article refers to a situation that no longer Exists, the reader is directed to SECTION IV, A. 19 in order not to create confusion.*
- B. The Association is authorized to enter into other agreements with other CONDOMINIUMS OF LASVISTAS IN INVERRARY, the Developer or other parties to acquire other possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance and repairs are Common Expenses.

XXVII TERMINATION

A. **Termination after Casualty Loss.**

NOTE: Since this Article refers to Article D of SECTION XIX that was eliminated by a previous amendment, the reader is invited to consult original document if only for edification purposes. (Available at the office of the Association)

B. **Termination in General**

Except in the event of this Declaration and the Plan of Condominium Ownership established herein being terminated as herein before provided, this Declaration and said Plan of Condominium Ownership may only be otherwise terminated by the unanimous consent of all of the Owners of all Apartments in CONDOMINIUMS OF LAS VISTAS IN INVERRARY and all of the parties holding approved first mortgages, against 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 establisher herein shall be executed in writing by all of the

forenamed parties, and such instrument or instruments shall be recorded in the Public Records of Broward County, Florida.

C. Results of Termination

In the event of termination, the Condominium Property shall be removed from the provisions of the Act, and the Condominium Property of each condominium shall be deemed to be owned in Common by the Apartment Owners of each condominium. All rights of the Apartment Owners to the use of the Recreation Land shall forthwith terminate. Each Apartment Owner to the extent he owns the Condominium Property in common shall continue to be responsible for the Rent and his pro-rata share of the Operating Expenses under and pursuant to the Long Term Lease and the lien rights provided for therein shall run with the Condominium Property.

NOTE: The Exhibits attached in the following pages are only an example of what each owner should look for when consulting the originally recorded Declaration, as stipulated at the very beginning of the present Declaration.

Completed on December 10, 2016