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EXHIBIT "D" TO THE
DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

ARTICLES OF INCORPORATION
OF
CARRIAGE HOMES AT TERRAMAR CONDOMINIUM ASSOCIATION, INC.

BK 7175860861


State of Florida
 Department of State

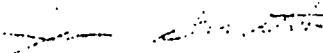
I certify from the records of this office that CARRIAGE HOMES AT TERRAMAR CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 11, 1990.

The document number of this corporation is N36058.

I further certify that said corporation has paid all fees due this office through December 31, 1990, and its status is active.

Given under my hand and the
 Great Seal of the State of Florida,
 at Tallahassee, the Capital, this the
 11th day of January, 1990.




Jim Smith
 Secretary of State

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ARTICLES OF INCORPORATION
OF
CARRIAGE HOMES AT TERRAMAR CONDOMINIUM ASSOCIATION, INC. OF STATE
TALLAHASSEE, FLORIDA

JAN 11 12 53 PM '90

The undersigned, for the purpose of forming a not-for-profit corporation in accordance with the laws of the State of Florida, acknowledge and file these Articles of Incorporation in the Office of the Secretary of the State of Florida.

ARTICLE I

NAME

The name of this corporation shall be CARRIAGE HOMES AT TERRAMAR CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the "Association."

ARTICLE II

PURPOSES AND POWERS

The Association shall have the following powers:

A. To operate CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM (referred to herein as the "Condominium"), and to undertake the performance of, and to carry out the acts and duties incident to the administration of the Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles, the Association's Bylaws and the Declaration of Condominium recorded among the Public Records of Broward County, Florida.

B. To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage or pledge.

C. To carry out the duties and obligations and receive the benefits given the Association by the Declaration of Condominium.

D. To establish Bylaws and Rules and Regulations for the operation of the Association and to provide for the formal administration of the Association; to enforce the Condominium Act of the State of Florida, the Declaration of Condominium, the Bylaws and the Rules and Regulations of the Association.

E. To contract for the management of the Condominium.

F. To acquire, own, operate, mortgage, lease, sell and trade property, whether real or personal, as may be necessary or convenient in the administration of the Condominium.

G. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, the Declaration of Condominium, the Bylaws and the Condominium Act. The Association shall also have all of the powers of Condominium Associations under and pursuant to Chapter 718, Florida Statutes, the Condominium Act, and shall have all of the powers reasonably necessary to implement the purposes of the Association.

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ARTICLE III

MEMBERS

A. Each Unit Owner in the Condominium and the initial Board of Directors shall automatically be members of the Association. Membership of the Directors shall terminate upon the Developer being divested of all Units in the Condominium and upon control of the Association being turned over to the Unit Owners in the Condominium.

B. Membership, as to all members other than the initial Board of Directors shall commence upon the acquisition of fee simple title to a Unit in the Condominium and shall terminate upon the divestment of title to said Unit.

C. On all matters as to which the membership shall be entitled to vote there shall be only one vote for each Unit, which vote shall be exercised in the manner provided by the Declaration of Condominium and the Bylaws.

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

ARTICLE IV

EXISTENCE

The Association shall have perpetual existence.

ARTICLE V

INCORPORATOR

The Incorporator to these Articles of Incorporation is Timothy R. Kelly, whose address is 2001 West Sample Road, Pompano Beach, Florida 33064.

ARTICLE VI

DIRECTORS

A. The Condominium and Association affairs shall be managed by a Board of Directors composed initially of three persons, in accordance with Article III of the Association's Bylaws.

B. The number of directors to be elected, the manner of their election and their respective terms shall be as set forth in Article III of the Association's Bylaws. Should a vacancy occur on the Board, the remaining directors shall select a member to fill the vacancy until the next annual meeting of the membership.

The following persons shall constitute the initial Board of Directors and they shall hold office for the term and in accordance with the provisions of Article III of the Association's Bylaws:

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<u>NAME</u>	<u>ADDRESS</u>
Timothy R. Kelly	2001 West Sample Road Pompano Beach, FL 33064
Donald A. Moss	2001 West Sample Road Pompano Beach, FL 33064
Warren S. Abelson	2001 West Sample Road Pompano Beach, FL 33064

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the officers who shall serve until the first election of officers pursuant to the provisions of the Bylaws are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Timothy R. Kelly	President	2001 West Sample Road Pompano Beach, FL 33064
Donald A. Moss	Treasurer	2001 West Sample Road Pompano Beach, FL 33064
Warren S. Abelson	Secretary	2001 West Sample Road Pompano Beach, FL 33064

ARTICLE VIII

BYLAWS

The Bylaws of the Association shall be adopted by the initial Board of Directors. The Bylaws may be amended in accordance with the provisions thereof, except that no portion of the Bylaws may be altered, amended, or rescinded in such a manner as will prejudice the rights of the Developer of the Condominium or mortgagees of Units without their prior written consent.

ARTICLE IX

AMENDMENTS TO ARTICLES

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

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

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors, acting upon the vote of a majority of the Board of Directors, or by the members of the Association having a majority of the votes in the Association. In order for any amendment or amendments to be effective, same must be approved by an affirmative vote of 66-2/3% of the entire Board of Directors and by an affirmative vote of the members having 75% of the votes of the Association.

C. No amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

D. A copy of each amendment adopted shall be filed within ten (10) days of adoption with the Secretary of State, pursuant to the provisions of applicable Florida Statutes.

ARTICLE X

INDEMNIFICATION

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

ARTICLE XI

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for such reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XII

INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The principal office of the Association shall be at 2001 West Sample Road, Pompano Beach, Florida 33064, or at such other place, within or without the State of Florida as may be subse-

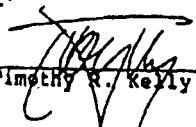
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quently designated by the Board of Directors. The initial registered office is at the above address and the registered agent therein is Timothy R. Kelly.

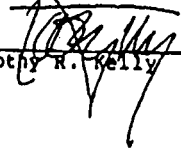
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, I hereunto set my hand and seal this 10 day of January, 1990.



Timothy R. Kelly

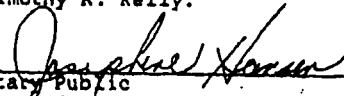
The undersigned hereby accepts appointment as Registered Agent.



Timothy R. Kelly

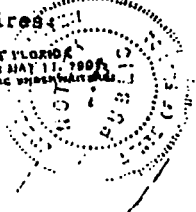
STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 10 day of January, 1990 by Timothy R. Kelly.



Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 11, 1998



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04/03/89
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EXHIBIT "E" TO THE
DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

BYLAWS
OF
CARRIAGE HOMES AT TERRAMAR CONDOMINIUM ASSOCIATION, INC.

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BYLAWS
OF
CARRIAGE HOMES AT TERRAMAR CONDOMINIUM ASSOCIATION, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION

ARTICLE I

IDENTITY

These are the Bylaws of CARRIAGE HOMES AT TERRAMAR CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

ARTICLE II

PURPOSES

This Association has been organized for the purpose of being a Condominium Association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM (the "Condominium") and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these Bylaws, the Articles of Incorporation and the Declaration of Condominium to which these Bylaws are attached, and further to exercise all powers granted to a Condominium Association under the Condominium Act.

ARTICLE III

DIRECTORS AND OFFICERS

1. Directors.

A. The affairs of the Association shall be managed by a Board of Directors composed of three (3) to five (5) persons. The members of the first Board of Directors are designated in the Articles of Incorporation and need not be members of the Association. They shall serve until fifteen percent (15%) of the Units in the Condominium are sold and closed, at which time not less than one-third (1/3) of them shall be replaced by a director elected by the Unit Owners other than the Developer. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the directors either three (3) months after ninety percent (90%) of the Units have been sold and closed; three (3) years after fifty percent (50%) of the Units have been sold and closed; when all of the Units have been completed, some of them have been conveyed to Purchasers and none of the Units are being offered for sale by the Developer in the ordinary course of business; when some of the Units have been conveyed and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or when the Developer determines to convey control of the Association, whichever shall be the first to occur. The Developer shall be entitled to elect at least one (1) director as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

Until such time as the Unit Owners other than the Developer shall be entitled to elect all of the directors, Developer shall have the absolute right, in its absolute discretion and at any time, to remove any director selected by the Developer and to replace the director so discharged.

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B. Directors shall be elected by the members at the annual meeting of members and shall hold office until the next annual meeting and until their successors are elected and shall qualify.

C. At least fourteen (14) days before the annual meeting, a complete list of members entitled to vote at such election, together with the addresses of each, shall be prepared by the Secretary. Such list shall be maintained at the office of the Association for fourteen (14) days prior to the election, for the examination of every member of the Association and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present. At the first annual meeting of the members, directors shall be elected for a term of one (1) year.

D. Directors other than the initial Board of Directors, shall be elected as follows:

(1) Nominations shall be from the floor at the annual membership meeting, and a vote shall be had by written, secret ballot. There shall be no cumulative voting. The election of each director shall be separate and shall require a plurality of the votes of those persons voting in each election. All of the directors shall be elected at the same meeting.

(2) Directors shall be members of the Association, except that this provision shall not apply to the persons designated to be the first Board of Directors by Article VI of the Articles of Incorporation.

2. Officers.

The officers of the Association shall consist of a President, a Vice President, if any, a Secretary, and a Treasurer, any of whom may be members of the Board of Directors, and such other officers as the Board of Directors may appoint. The officers named in the Articles of Incorporation shall serve until the first annual meeting of the Board of Directors, and at such meeting the Board of Directors shall elect the aforesaid officers. Officers elected at the first annual meeting of the Board of Directors shall hold office until the next and ensuing annual meeting of the Board of Directors or until their successors shall have been elected and shall qualify.

3. Resignation, Vacancy, Removal, Compensation.

A. Any director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective. A resignation shall be deemed to have occurred upon termination by the director or officer of membership in the Association.

B. Subject to the right of the Developer to replace directors selected by the Developer, when a vacancy occurs on the Board of Directors, the vacancy shall be filled by the remaining members of the Board of Directors at their next meeting, by electing a person who shall serve until the next annual meeting of the members.

When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term.

C. Any director may be recalled and removed from office, with or without cause, pursuant to the provisions of Section 718.112(2)(k), except that directors elected by the Developer shall not be affected by this provision.

D. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting called for such purpose.

E. No compensation shall be paid to directors or officers for their services as directors or officers.

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Declaration of Condominium to which these Bylaws are attached, the Condominium Act as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted by the Declaration of Condominium, these Bylaws, or by law; and the aforementioned powers of the Association shall include, but not be limited to, the following:

1. All of the powers specifically provided for in the Declaration of Condominium and the Condominium Act.

2. The power to levy and collect Assessments, based on a budget formally adopted by the Board of Directors. It is understood, however, that the failure of the Board of Directors or the members of the Association to adopt a budget shall not impair or affect the members' obligations to pay their share of the Common Expenses of the Condominium.

3. The power to acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration of Condominium.

4. The power to expend monies collected for the purpose of paying the Common Expenses of the Association.

5. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Common Elements.

6. The power to insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium.

7. The power to employ the personnel required for the operation of the Common Elements and the Association.

8. The power to pay utility bills for utilities serving the Common Elements.

9. The power to contract for the management of the Condominium.

10. The power to make reasonable rules and regulations and to amend them from time to time, and to see that all members are notified of such changes in the rules and regulations as may be enacted.

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11. The power to improve the Condominium property, subject to the limitations of the Declaration of Condominium.

12. The power to enforce by any legal means the provisions of the Articles of Incorporation, the Bylaws, the Declaration of Condominium, and the Rules and Regulations duly promulgated by the Association.

13. The power to collect delinquent Assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from Unit Owners for violation of the provisions of the Declaration of Condominium and its Exhibits.

14. The power to pay all taxes and Assessments which are liens against the Common Elements, and to assess the same against the members and their Units.

15. The power to deal with and approve or disapprove all conveyances or leases of Condominium Units as provided for under the Declaration of Condominium.

16. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these Bylaws.

17. The power to possess, enjoin, and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey and deal in real and personal property.

18. The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and contained within the Declaration of Condominium to which these Bylaws are attached.

19. The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Condominium property. Said contract may provide that the total operation of said managing agent, firm, or corporation shall be at the cost of this Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee, either stated as a fixed fee or as a percentage of the total cost of maintenance, operation, repair and upkeep, or of the total funds of this Association handled and managed by the managing agent.

ARTICLE V

DUTIES OF OFFICERS

1. The President shall:

A. Act as presiding officer at all meetings of the membership of the Association and of the Board of Directors.

B. Call special meetings of the Board of Directors and of members.

C. Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

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D. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.

E. Appoint committees and be an ex-officio member of all committees, and to render an annual report at the annual meeting of members.

2. The Vice President (if one is elected) shall:

A. Act as presiding officer at all meetings of the membership of the Association and of the Board of Directors when the President is absent.

B. Perform other acts and duties required of the President, in the absence of the President.

C. Perform such other duties as may be required by the Board.

D. Sign checks on behalf of the Association in the absence of the President.

3. Should the President and Vice President be absent from any meeting, the remaining directors shall select a person to act as chairman of the meeting.

4. The Secretary shall:

A. Attend all regular and special meetings of the members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

B. Have custody of the corporate seal and affix same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books and receive all applications for membership, for transfer and lease of Units, and present such applications to the Board of Directors for consideration.

D. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors and members which minute book shall at all reasonable times be available at the office of the Association or its management agent for inspection by members, or their authorized representatives, and directors, and act as transfer agent to record transfers and rules and regulations in the corporate books. The minutes of all meetings of the Board of Directors and of members shall be retained by the Secretary for a period of not less than seven (7) years.

5. The Treasurer shall:

A. Receive such monies as shall be paid into his hands for the accounts of the Association and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases, and other important documents of the Association which he shall keep safely deposited.

B. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his successor. He shall prepare

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and distribute to all of the members of the Board of Directors, at least ten (10) days prior to each annual meeting of the Board of Directors, and whenever else required, a financial statement showing the financial condition of the Association for the current year to the end of the month preceeding the annual meeting. He shall make a full and accurate report of the matters and business pertaining to his office to the members at the annual meeting and make all reports required by law.

C. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VI

MEMBERSHIP

1. Except as provided in the Articles of Incorporation, membership in the Association is limited to Owners of Condominium Units in the Condominium. Membership is automatically conferred upon acquisition of a Condominium Unit, as evidenced by the filing of a deed to such Unit, or as provided in the Declaration of Condominium for transfer of membership upon the death of a member.

2. If a Condominium Unit is owned by more than one Owner, co-partners or a corporation, there shall nevertheless be only one membership assigned to such Unit, and the vote for such membership shall be cast by the person designated in a Voting Certificate signed by all of the Owners (or the proper corporate officer) of said Unit, filed with the Secretary of the Association. In the absence of such a writing, such vote shall not be counted except that a Voting Certificate shall not be required when a Unit is owned by a husband and his wife only.

3. Membership in the Association may be transferred only as an incident to the transfer of title to the Condominium Unit.

4. Membership shall terminate upon the transfer of title to a Condominium Unit.

ARTICLE VII

MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

1. Meetings of Members.

A. Annual meetings: The first annual meeting of the Association shall be held at the office of the Association one (1) year after the date of the adoption of these Bylaws, or at such other time and place as selected by the Board of Directors. Thereafter, the annual meeting of the Association shall be held at the office of the Association during the month in which these Bylaws were adopted, or at such other time and place as selected by the Board of Directors. At such meetings there shall be elected by ballot of the members, a Board of Directors, in accordance with the requirements of these Bylaws. The members may also transact such other business of the Association as may properly come before the meeting. The Secretary shall file the affidavit of notice as required by the Act.

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B. Special meetings: It shall be the duty of the President to call a special meeting of the Association as directed by resolution of the Board of Directors or upon a petition signed by ten percent (10%) of the members having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice thereof. In addition, a special meeting of the Association, to recall or remove a member of the Board of Directors, shall be called upon ten percent (10%) of the members giving notice of the meeting, provided the notice states the purpose of the special meeting.

C. Notice of meetings: It shall be the duty of the Secretary to provide notice of the annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or, if no address appears, at his last known place of address, at least fourteen (14) but not more than forty (40) days prior to such meeting. Whether hand delivered or mailed, the Secretary shall provide an affidavit to be included in the official records of the Association as proof of such delivery or mailing. The mailing of the notice in the manner provided in this paragraph shall be considered notice served. Notice of meetings shall also be posted at a conspicuous place at the Condominium property, at least 14 days in advance of each meeting, except in cases of emergency. Notice of any meeting at which Assessments against members are to be considered shall specifically contain a statement that such Assessments will be considered and the nature of such Assessments.

D. Budgetary meetings: The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of Assessments to the members not less than fourteen (14) days prior to the meeting at which the budget will be considered. The members shall be given written notice of the time and place of the meeting of the Board of Directors at which the budget will be considered and such meeting will be open to members. If an adopted budget requires Assessment against the members in any fiscal or calendar year exceeding 115% of the Assessments for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the members to the Board of Directors, shall call a special meeting of the members within thirty (30) days, upon not less than ten (10) days' written notice to each member. At the special meeting, members may consider and enact a budget by a majority vote of all members. If a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether Assessments exceed 115% of similar Assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property shall be excluded from the computation.

E. Quorum: No less than one-third of the members shall constitute a quorum for the transaction of business at all meetings.

F. Adjourned meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided for by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

G. Voting: At every meeting of the members, each member present, either in person or by proxy, shall have the right to cast one vote on each question. The vote of members holding a majority of the votes present, in person or by proxy,

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shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration of Condominium a different vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

H. Proxies: A member may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable, at any time, at the pleasure of the member exercising it.

I. Waiver and consent: Nothing herein shall be construed to prevent a member from waiving notice of meeting or acting by written agreement without a meeting, and such waiver and action by written agreement are hereby expressly permitted. Notwithstanding the foregoing, meetings of members must be held at least annually, and for voting on budgetary matters, waiver or reduction of reserve requirements.

2. Meetings of directors:

A. Organizational meeting: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order to legally constitute such meeting, provided a majority of the whole Board of Directors shall be present.

B. Regular meetings: The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate, in which event no notice need be sent to the directors once said schedule has been adopted.

C. Special meetings: Special meetings of the Board of Directors may be called by the President, on three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) directors.

D. Notice of regular meetings: Notice of the time and purpose of regular meetings of the Board of Directors shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. All meetings shall be open to Unit Owners. Notice of all meetings shall be conspicuously posted at the Condominium property at least forty-eight (48) hours prior to the meeting, except in cases of emergency.

E. Waiver of notice: Notwithstanding the foregoing, before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

F. Quorum: At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall

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be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted.

G. Consent: The Board of Directors may act by written consent, without a meeting, provided that a majority of the Board of directors consents to the action so taken. This provision does not pertain to any action required to be taken at a meeting by Chapter 718, Florida Statutes.

ARTICLE VIII

PROCEDURE

1. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the Bylaws of the Association or with applicable Florida law.

2. The order of business at annual members' meetings and as far as practical at other members' meetings will be:

- A. Election of Chairman;
- B. Roll Call;
- C. Proof of Notice of Meeting; or Waiver of Notice;
- D. Reading of Minutes of Prior Meeting;
- E. Officers' Reports;
- F. Committee Reports;
- G. Election of Inspectors of Election;
- H. Elections;
- I. Unfinished Business;
- J. New Business; and Adjournment.

ARTICLE IX

ASSESSMENTS AND MANNER OF COLLECTION

1. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the Common Expenses of the Condominium. The Common Expenses include those expenses described in the Declaration of Condominium and any other expenses designated as Common Expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Condominium Act.

2. Funds for the payment of Common Expenses shall be assessed against and shall be a lien against the Condominium Units in the proportion or percentage of sharing Common Expenses provided in the Declaration of Condominium.

3. Regular Assessments shall be paid by the members on a monthly basis, payable in advance on the first day of each and every month, or as otherwise established by the Board of Directors.

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4. Special Assessments should they be required by the Board of Directors, shall be levied and paid in the same manner as regular Assessments, unless the Declaration of Condominium shall otherwise provide.

5. When the Board of Directors has determined the amount of any Assessments, the Secretary shall transmit a statement of such Assessment to each Condominium Unit Owner. All such payments shall be made payable to Carriage Homes at Terramar Condominium Association, Inc.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or less than the sums required to meet the cash requirements of the Condominium, in which event the Board of Directors may increase or diminish the amount of an Assessment and make such adjustments in cash, or otherwise as they shall deem proper, in their sole discretion, including the Assessment of each member of his proportionate share for any deficiency. Notice of all changes in Assessments shall be given to all Unit Owners.

6. Assessments shall not include charges for utilities separately charged and metered to each Unit, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any Unit.

7. Assessments not paid within ten (10) days from the date due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the failure to pay any Assessment within ten (10) days from the date due shall entitle the Association to levy a twenty-five dollar (\$25.00) late charge per month against the defaulting Unit Owner.

8. In the event an Assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said Assessments from the delinquent Unit Owner in any manner provided for by the Condominium Act, the Declaration of Condominium and these Bylaws. Each Unit Owner shall be individually responsible for the payment of Assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and the enforcement of any lien held by the Association.

9. If the proposed annual budget is not adopted prior to the start of the new fiscal year, an Assessment shall be presumed to be made in the amount of the last prior Assessment and monthly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

ARTICLE X

FISCAL MATTERS

1. Fiscal year: The fiscal year of the Association shall begin on January 1 of each year, provided, however, that the Board of Directors shall be authorized to change to a different fiscal year, in accordance with the provisions of the Internal Revenue Code of the United States of America, at such time as the Board of Directors shall deem it advisable. The fiscal year of the Association shall at all times be the same as the fiscal year for Terramar Community Association.

BK 17175 PGL 878

2. Depositories: The funds of the Association shall be deposited in a savings and loan association or bank or banks in Dade, Broward or Palm Beach Counties, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature of the authorized officers. Said funds shall be used only for Association purposes.

If necessary, and if demanded by Mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by Mortgagees to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting Condominium Units.

3. Fidelity bonds: Fidelity bonds shall be required for all directors, officers and employees of the Association, handling or responsible for Association funds. The premium for such bonds shall be paid for by the Association.

4. Records: The Association shall maintain accounting records according to good accounting practices. Such records shall include: (1) a record of receipts and expenditures for each Unit Owner which shall designate the name and address of the Unit Owner, the amount of each assessment, the amounts paid upon the account and the balance due; (2) a register listing the names of any mortgage holders or lien holders who have notified the Association of their liens, and of the lien holders to which the Association is required to give notice of default. The records shall also include, but not be limited to, current copies of the Declaration, Bylaws and other rules and regulations.

The Association records shall be open to inspection by any Association member, the authorized representative of such member or by holders, insurers and guarantors of first mortgages that are secured by a Unit in the project. These records shall be available at all reasonable times.

5. Annual statement: The Board of Directors shall present at each annual meeting of the members, a full and clear statement of the business and condition of the Association.

6. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration of Condominium pursuant to the provisions of the Declaration of Condominium.

ARTICLE XI

ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the Common Elements, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the Units, Limited Common Elements and Common Elements by the members and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

ARTICLE XII

ARBITRATION

In the event of internal dispute(s) among Unit Owners, Association, and their agents and assigns, arising from the operation

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of the Condominium, then said parties shall attempt to resolve said dispute(s) through voluntary binding arbitration in accordance with the then existing rules of the American Arbitration Association. The cost of the arbitration proceeding shall be borne equally between the disputing parties. A judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction.

ARTICLE XIII

VIOLATIONS AND DEFAULTS

In the event of a violation, other than non-payment of an Assessment by a Unit Owner, of any of the provisions of the Declaration of Condominium, these Bylaws, the Rules and Regulations of the Association, the Articles of Incorporation, the Management Agreement or any provision of the Condominium Act, the Association, after reasonable notice to cure not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to seek injunctive relief, and in the event of the failure to pay Assessments, the right to foreclose its lien provided in the Condominium Act and in every such proceeding, the Unit Owner at fault shall be liable for court costs and the Association's reasonable attorneys' fees. If the Association elects to enforce its lien by foreclosure, the Condominium Unit Owner at the court's discretion shall be required to pay a reasonable rent for his Condominium Unit during litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments.

The Association may levy reasonable fines against a Unit for the failure of the Unit Owner or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. No fines may exceed \$50.00, nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee.

ARTICLE XIV

AMENDMENT OF BYLAWS

Subject always to the provisions of the Declaration of Condominium, these Bylaws may be amended, modified or rescinded in accordance with the Declaration of Condominium or by a resolution duly adopted by a majority of the Board of Directors at any duly called meeting of the Board of Directors, and thereafter submitted to the members at any duly convened meeting of the members and approved by the holders of seventy-five percent (75%) of the votes of the members present in person or by proxy, provided there is a quorum, and further provided that notice of the proposed change is given in the notice of the meeting, and further provided that the voting requirements of the Declaration of Condominium are met in full, in the appropriate cases. Notice may be waived in writing by any member. Amendments to these Bylaws may be proposed by the Board of Directors, acting upon the vote of a majority of the directors, or proposed by members of the Association having a majority of the votes in the Association.

No amendment shall discriminate against any Unit Owner nor any class or group of Unit Owners unless the Unit Owners so affected shall consent. No amendment shall be made that is in

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conflict with the Articles of Incorporation or the Declaration of Condominium. No amendment which affects the Developer may be adopted or become effective without the prior written consent of the affected Developer. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text and underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of Bylaw. See Bylaw Article for present text." Non-material errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Broward County, Florida.

ARTICLE XV

VALIDITY

If any portion of the Bylaws shall be adjudged invalid, such fact shall not effect the validity of any other Bylaw.

The foregoing was adopted as the Bylaws of CARRIAGE HOMES AT TERRAMAR CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, at a meeting of the members of said Association duly noticed, at which all Board Members were present, by the unanimous vote of the members on the 16th day of February, 1990.

CARRIAGE HOMES AT TERRAMAR
CONDOMINIUM ASSOCIATION, INC.

Timothy R. Kelly
Timothy R. Kelly, President

Warren S. Abelson
Warren S. Abelson, Secretary

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JJW/vrl
02/15/90
101-619113

EXHIBIT "P" TO THE
DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

UNDIVIDED SHARES IN COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS

BK17175PGC882

UNDIVIDED SHARES IN COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS

The undivided shares in Common Elements, Common Expenses and Common Surplus ("Undivided Shares") for each Unit shall be as follows:

<u>UNIT NO.</u>	<u>PHASE 1</u>
1A	11.5
1B	11.5
1C	13
1D	14
2A	11.5
2B	11.5
2C	13
2D	14

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PHASE 1-2

UNIT NO.

1A	5.75
1B	5.75
1C	6.5
1D	7.0
2A	5.75
2B	5.75
2C	6.5
2D	7.0
3A	5.75
3B	5.75
3C	6.5
3D	7.0
4A	5.75
4B	5.75
4C	6.5
4D	7.0

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PHASE 1-3

UNIT NO.

1A	3.833
1B	3.833
1C	4.333
1D	4.666
2A	3.833
2B	3.833
2C	4.333
2D	4.666
3A	3.833
3B	3.833
3C	4.333
3D	4.666
4A	3.833
4B	3.833
4C	4.333
4D	4.666
5A	3.833
5B	3.833
5C	4.333
5D	4.666
6A	3.833
6B	3.833
6C	4.333
6D	4.676

BK 47475PC0885

PHASE 1-4

UNIT NO.

1A	2.875
1B	2.875
1C	3.25
1D	3.5
2A	2.875
2B	2.875
2C	3.25
2D	3.5
3A	2.875
3B	2.875
3C	3.25
3D	3.5
4A	2.875
4B	2.875
4C	3.25
4D	3.5
5A	2.875
5B	2.875
5C	3.25
5D	3.5
6A	2.875
6B	2.875
6C	3.25
6D	3.5
7A	2.875
7B	2.875
7C	3.25
7D	3.5
8A	2.875
8B	2.875
8C	3.25
8D	3.5

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PHASE 1-5

UNIT NO.		UNIT NO.	
1A	2.09	9A	2.09
1B	2.09	9B	2.09
1C	2.36	9C	2.36
1D	2.54	9D	2.54
2A	2.09	10A	2.09
2B	2.09	10B	2.09
2C	2.36	10C	2.36
2D	2.54	10D	2.54
3A	2.09	11A	2.09
3B	2.09	11B	2.09
3C	2.36	11C	2.6
3D	2.54	11D	2.6
4A	2.09		
4B	2.09		
4C	2.36		
4D	2.54		
5A	2.09		
5B	2.09		
5C	2.36		
5D	2.54		
6A	2.09		
6B	2.09		
6C	2.36		
6D	2.54		
7A	2.09		
7B	2.09		
7C	2.36		
7D	2.54		
8A	2.09		
8B	2.09		
8C	2.36		
8D	2.54		

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PHASE 1-6

UNIT NO.		UNIT NO.	
1A	1.77	9A	1.77
1B	1.77	9B	1.77
1C	2.00	9C	2.00
1D	2.15	9D	2.15
2A	1.77	10A	1.77
2B	1.77	10B	1.77
2C	2.00	10C	2.00
2D	2.15	10D	2.15
3A	1.77	11A	1.77
3B	1.77	11B	1.77
3C	2.00	11C	2.00
3D	2.15	11D	2.15
4A	1.77	12A	1.77
4B	1.77	12B	1.77
4C	2.00	12C	2.00
4D	2.15	12D	2.15
5A	1.77	13A	1.77
5B	1.77	13B	1.77
5C	2.00	13C	2.00
5D	2.15	13D	2.18
6A	1.77		
6B	1.77		
6C	2.00		
6D	2.15		
7A	1.77		
7B	1.77		
7C	2.00		
7D	2.15		
8A	1.77		
8B	1.77		
8C	2.00		
8D	2.15		

BK 7175 PC0888

PHASE 1-7

UNIT NO.		UNIT NO.	
1A	1.437	9A	1.437
1B	1.437	9B	1.437
1C	1.625	9C	1.625
1D	1.75	9D	1.75
2A	1.437	10A	1.437
2B	1.437	10B	1.437
2C	1.625	10C	1.625
2D	1.75	10D	1.75
3A	1.437	11A	1.437
3B	1.437	11B	1.437
3C	1.625	11C	1.625
3D	1.75	11D	1.75
4A	1.437	12A	1.437
4B	1.437	12B	1.437
4C	1.625	12C	1.625
4D	1.75	12D	1.75
5A	1.437	13A	1.437
5B	1.437	13B	1.437
5C	1.625	13C	1.625
5D	1.75	13D	1.75
6A	1.437	14A	1.437
6B	1.437	14B	1.437
6C	1.625	14C	1.625
6D	1.75	14D	1.75
7A	1.437	15A	1.437
7B	1.437	15B	1.437
7C	1.625	15C	1.625
7D	1.75	15D	1.758
8A	1.437	16A	1.437
8B	1.437	16B	1.437
8C	1.625	16C	1.625
8D	1.75	16D	1.758

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PHASE 1-8

UNIT NO.		UNIT NO.	
1A	1.277	9A	1.277
1B	1.277	9B	1.277
1C	1.444	9C	1.444
1D	1.555	9D	1.555
2A	1.277	10A	1.277
2B	1.277	10B	1.277
2C	1.444	10C	1.444
2D	1.555	10D	1.555
3A	1.277	11A	1.277
3B	1.277	11B	1.277
3C	1.444	11C	1.444
3D	1.555	11D	1.555
4A	1.277	12A	1.277
4B	1.277	12B	1.277
4C	1.444	12C	1.444
4D	1.555	12D	1.555
5A	1.277	13A	1.277
5B	1.277	13B	1.277
5C	1.444	13C	1.444
5D	1.555	13D	1.555
6A	1.277	14A	1.277
6B	1.277	14B	1.277
6C	1.444	14C	1.444
6D	1.555	14D	1.555
7A	1.277	15A	1.277
7B	1.277	15B	1.277
7C	1.444	15C	1.444
7D	1.555	15D	1.555
8A	1.277	16A	1.277
8B	1.277	16B	1.277
8C	1.444	16C	1.444
8D	1.555	16D	1.555

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UNIT NO.

17A	1.277
17B	1.277
17C	1.444
17D	1.578
18A	1.277
18B	1.277
18C	1.444
18D	1.578

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PHASE 1-9

UNIT NO.		UNIT NO.	
1A	1.15	9A	1.15
1B	1.15	9B	1.15
1C	1.3	9C	1.3
1D	1.4	9D	1.4
2A	1.15	10A	1.15
2B	1.15	10B	1.15
2C	1.3	10C	1.3
2D	1.4	10D	1.4
3A	1.15	11A	1.15
3B	1.15	11B	1.15
3C	1.3	11C	1.3
3D	1.4	11D	1.4
4A	1.15	12A	1.15
4B	1.15	12B	1.15
4C	1.3	12C	1.3
4D	1.4	12D	1.4
5A	1.15	13A	1.15
5B	1.15	13B	1.15
5C	1.3	13C	1.3
5D	1.4	13D	1.4
6A	1.15	14A	1.15
6B	1.15	14B	1.15
6C	1.3	14C	1.3
6D	1.4	14D	1.4
7A	1.15	15A	1.15
7B	1.15	15B	1.15
7C	1.3	15C	1.3
7D	1.4	15D	1.4
8A	1.15	16A	1.15
8B	1.15	16B	1.15
8C	1.3	16C	1.3
8D	1.4	16D	1.4

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UNIT NO.

17A	1.15
17B	1.15
17C	1.3
17D	1.4
18A	1.15
18B	1.15
18C	1.3
18D	1.4
19A	1.15
19B	1.15
19C	1.3
19D	1.4
20A	1.15
20B	1.15
20C	1.3
20D	1.4

BK17175PG0893

PHASE 1-10

UNIT NO.		UNIT NO.	
1A	1.045	9A	1.045
1B	1.045	9B	1.045
1C	1.181	9C	1.181
1D	1.272	9D	1.272
2A	1.045	10A	1.045
2B	1.045	10B	1.045
2C	1.181	10C	1.181
2D	1.272	10D	1.272
3A	1.045	11A	1.045
3B	1.045	11B	1.045
3C	1.181	11C	1.181
3D	1.272	11D	1.272
4A	1.045	12A	1.045
4B	1.045	12B	1.045
4C	1.181	12C	1.181
4D	1.272	12D	1.272
5A	1.045	13A	1.045
5B	1.045	13B	1.045
5C	1.181	13C	1.181
5D	1.272	13D	1.272
6A	1.045	14A	1.045
6B	1.045	14B	1.045
6C	1.181	14C	1.181
6D	1.272	14D	1.272
7A	1.045	15A	1.045
7B	1.045	15B	1.045
7C	1.181	15C	1.181
7D	1.272	15D	1.272
8A	1.045	16A	1.045
8B	1.045	16B	1.045
8C	1.181	16C	1.181
8D	1.272	16D	1.272

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UNIT NO.

17A	1.045
17B	1.045
17C	1.181
17D	1.272
18A	1.045
18B	1.045
18C	1.181
18D	1.272
19A	1.045
19B	1.045
19C	1.181
19D	1.272
20A	1.045
20B	1.045
20C	1.181
20D	1.272
21A	1.045
21B	1.045
21C	1.181
21D	1.299
22A	1.045
22B	1.045
22C	1.181
22D	1.299

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PHASE 1-11

UNIT NO.		UNIT NO.	
1A	.958	9A	.958
1B	.958	9B	.958
1C	1.083	9C	1.083
1D	1.166	9D	1.166
2A	.958	10A	.958
2B	.958	10B	.958
2C	1.083	10C	1.083
2D	1.166	10D	1.166
3A	.958	11A	.958
3B	.958	11B	.958
3C	1.083	11C	1.083
3D	1.166	11D	1.166
4A	.958	12A	.958
4B	.958	12B	.958
4C	1.083	12C	1.083
4D	1.166	12D	1.166
5A	.958	13A	.958
5B	.958	13B	.958
5C	1.083	13C	1.083
5D	1.166	13D	1.166
6A	.958	14A	.958
6B	.958	14B	.958
6C	1.083	14C	1.083
6D	1.166	14D	1.166
7A	.958	15A	.958
7B	.958	15B	.958
7C	1.083	15C	1.083
7D	1.166	15D	1.166
8A	.958	16A	.958
8B	.958	16B	.958
8C	1.083	16C	1.083
8D	1.166	16D	1.166

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UNIT NO.

17A	.958
17B	.958
17C	1.083
17D	1.166
18A	.958
18B	.958
18C	1.083
18D	1.166
19A	.958
19B	.958
19C	1.083
19D	1.166
20A	.958
20B	.958
20C	1.083
20D	1.166
21A	.958
21B	.958
21C	1.083
21D	1.166
22A	.958
22B	.958
22C	1.083
22D	1.166
23A	.958
23B	.958
23C	1.083
23D	1.186
24A	.958
24B	.958
24C	1.083
24D	1.186

BK 7175PC0897

PHASE 1-12

UNIT NO.		UNIT NO.	
1A	.884	9A	.884
1B	.884	9B	.884
1C	1.0	9C	1.0
1D	1.076	9D	1.076
2A	.884	10A	.884
2B	.884	10B	.884
2C	1.0	10C	1.0
2D	1.076	10D	1.076
3A	.884	11A	.884
3B	.884	11B	.884
3C	1.0	11C	1.0
3D	1.076	11D	1.076
4A	.884	12A	.884
4B	.884	12B	.884
4C	1.0	12C	1.0
4D	1.076	12D	1.076
5A	.884	13A	.884
5B	.884	13B	.884
5C	1.0	13C	1.0
5D	1.076	13D	1.076
6A	.884	14A	.884
6B	.884	14B	.884
6C	1.0	14C	1.0
6D	1.076	14D	1.076
7A	.884	15A	.884
7B	.884	15B	.884
7C	1.0	15C	1.0
7D	1.076	15D	1.076
8A	.884	16A	.884
8B	.884	16B	.884
8C	1.0	16C	1.0
8D	1.076	16D	1.076

BK 17175R00898

UNIT NO.		UNIT NO.	
17A	.884	25A	.884
17B	.884	25B	.884
17C	1.0	25C	1.0
17D	1.076	25D	1.104
18A	.884	26A	.884
18B	.884	26B	.884
18C	1.0	26C	1.0
18D	1.076	26D	1.104
19A	.884		
19B	.884		
19C	1.0		
19D	1.076		
20A	.884		
20B	.884		
20C	1.0		
20D	1.076		
21A	.884		
21B	.884		
21C	1.0		
21D	1.076		
22A	.884		
22B	.884		
22C	1.0		
22D	1.076		
23A	.884		
23B	.884		
23C	1.0		
23D	1.076		
24A	.884		
24B	.884		
24C	1.0		
24D	1.076		

AK 71175 PG0899

AK17175P65900

PHASE 1-13

UNIT NO.		UNIT NO.	
1A	.821	9A	.821
1B	.821	9B	.821
1C	.928	9C	.928
1D	1.0	9D	1.0
2A	.821	10A	.821
2B	.821	10B	.821
2C	.928	10C	.928
2D	1.0	10D	1.0
3A	.821	11A	.821
3B	.821	11B	.821
3C	.928	11C	.928
3D	1.0	11D	1.0
4A	.821	12A	.821
4B	.821	12B	.821
4C	.928	12C	.928
4D	1.0	12D	1.0
5A	.821	13A	.821
5B	.821	13B	.821
5C	.928	13C	.928
5D	1.0	13D	1.0
6A	.821	14A	.821
6B	.821	14B	.821
6C	.928	14C	.928
6D	1.0	14D	1.0
7A	.821	15A	.821
7B	.821	15B	.821
7C	.928	15C	.928
7D	1.0	15D	1.0
8A	.821	16A	.821
8B	.821	16B	.821
8C	.928	16C	.928
8D	1.0	16D	1.0

BA17175P60901

UNIT NO.		UNIT NO.	
17A	.821	25A	.821
17B	.821	25B	.821
17C	.928	25C	.928
17D	1.0	25D	1.0
18A	.821	26A	.821
18B	.821	26B	.821
18C	.928	26C	.928
18D	1.0	26D	1.0
19A	.821	27A	.821
19B	.821	27B	.821
19C	.928	27C	.928
19D	1.0	27D	1.02
20A	.821	28A	.821
20B	.821	28B	.821
20C	.928	28C	.928
20D	1.0	28D	1.02
21A	.821		
21B	.821		
21C	.928		
21D	1.0		
22A	.821		
22B	.821		
22C	.928		
22D	1.0		
23A	.821		
23B	.821		
23C	.928		
23D	1.0		
24A	.821		
24B	.821		
24C	.928		
24D	1.0		

BK17175PCC902

PHASE 1-14

UNIT NO.		UNIT NO.	
1A	.766	9A	.766
1B	.766	9B	.766
1C	.866	9C	.866
1D	.933	9D	.933
2A	.766	10A	.766
2B	.766	10B	.766
2C	.866	10C	.866
2D	.933	10D	.933
3A	.766	11A	.766
3B	.766	11B	.766
3C	.866	11C	.866
3D	.933	11D	.933
4A	.766	12A	.766
4B	.766	12B	.766
4C	.866	12C	.866
4D	.933	12D	.933
5A	.766	13A	.766
5B	.766	13B	.766
5C	.866	13C	.866
5D	.933	13D	.933
6A	.766	14A	.766
6B	.766	14B	.766
6C	.866	14C	.866
6D	.933	14D	.933
7A	.766	15A	.766
7B	.766	15B	.766
7C	.866	15C	.866
7D	.933	15D	.933
8A	.766	16A	.766
8B	.766	16B	.766
8C	.866	16C	.866
8D	.933	16D	.933

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UNIT NO.		UNIT NO.	
17A	.766	25A	.766
17B	.766	25B	.766
17C	.866	25C	.866
17D	.933	25D	.933
18A	.766	26A	.766
18B	.766	26B	.766
18C	.866	26C	.866
18D	.933	26D	.933
19A	.766	27A	.766
19B	.766	27B	.766
19C	.866	27C	.866
19D	.933	27D	.933
20A	.766	28A	.766
20B	.766	28B	.766
20C	.866	28C	.866
20D	.933	28D	.933
21A	.766	29A	.766
21B	.766	29B	.766
21C	.866	29C	.866
21D	.933	29D	.968
22A	.766	30A	.766
22B	.766	30B	.766
22C	.866	30C	.866
22D	.933	30D	.968
23A	.766		
23B	.766		
23C	.866		
23D	.933		
24A	.766		
24B	.766		
24C	.866		
24D	.933		

BK 17175RG0904

PHASE 1-15

UNIT NO.		UNIT NO.	
1A	.718	9A	.718
1B	.718	9B	.718
1C	.812	9C	.812
1D	.875	9D	.875
2A	.718	10A	.718
2B	.718	10B	.718
2C	.812	10C	.812
2D	.875	10D	.875
3A	.718	11A	.718
3B	.718	11B	.718
3C	.812	11C	.812
3D	.875	11D	.875
4A	.718	12A	.718
4B	.718	12B	.718
4C	.812	12C	.812
4D	.875	12D	.875
5A	.718	13A	.718
5B	.718	13B	.718
5C	.812	13C	.812
5D	.875	13D	.875
6A	.718	14A	.718
6B	.718	14B	.718
6C	.812	14C	.812
6D	.875	14D	.875
7A	.718	15A	.718
7B	.718	15B	.718
7C	.812	15C	.812
7D	.875	15D	.875
8A	.718	16A	.718
8B	.718	16B	.718
8C	.812	16C	.812
8D	.875	16D	.875

BK 7175R60905

UNIT NO.		UNIT NO.	
17A	.718	25A	.718
17B	.718	25B	.718
17C	.812	25C	.812
17D	.875	25D	.875
18A	.718	26A	.718
18B	.718	26B	.718
18C	.812	26C	.812
18D	.875	26D	.875
19A	.718	27A	.718
19B	.718	27B	.718
19C	.812	27C	.812
19D	.875	27D	.875
20A	.718	28A	.718
20B	.718	28B	.718
20C	.812	28C	.812
20D	.875	28D	.875
21A	.718	29A	.718
21B	.718	29B	.718
21C	.812	29C	.812
21D	.875	29D	.875
22A	.718	30A	.718
22B	.718	30B	.718
22C	.812	30C	.812
22D	.875	30D	.875
23A	.718	31A	.718
23B	.718	31B	.718
23C	.812	31C	.812
23D	.875	31D	.907
24A	.718	32A	.718
24B	.718	32B	.718
24C	.812	32C	.812
24D	.875	32D	.907

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PHASE 1-16

UNIT NO.		UNIT NO.	
1A	.676	9A	.676
1B	.676	9B	.676
1C	.765	9C	.765
1D	.823	9D	.823
2A	.676	10A	.676
2B	.676	10B	.676
2C	.765	10C	.765
2D	.823	10D	.823
3A	.676	11A	.676
3B	.676	11B	.676
3C	.765	11C	.765
3D	.823	11D	.823
4A	.676	12A	.676
4B	.676	12B	.676
4C	.765	12C	.765
4D	.823	12D	.823
5A	.676	13A	.676
5B	.676	13B	.676
5C	.765	13C	.765
5D	.823	13D	.823
6A	.676	14A	.676
6B	.676	14B	.676
6C	.765	14C	.765
6D	.823	14D	.823
7A	.676	15A	.676
7B	.676	15B	.676
7C	.765	15C	.765
7D	.823	15D	.823
8A	.676	16A	.676
8B	.676	16B	.676
8C	.765	16C	.765
8D	.823	16D	.823

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UNIT NO.		UNIT NO.	
17A	.676	25A	.676
17B	.676	25B	.676
17C	.765	25C	.765
17D	.823	25D	.823
18A	.676	26A	.676
18B	.676	26B	.676
18C	.765	26C	.765
18D	.823	26D	.823
19A	.676	27A	.676
19B	.676	27B	.676
19C	.765	27C	.765
19D	.823	27D	.823
20A	.676	28A	.676
20B	.676	28B	.676
20C	.765	28C	.765
20D	.823	28D	.823
21A	.676	29A	.676
21B	.676	29B	.676
21C	.765	29C	.765
21D	.823	29D	.823
22A	.676	30A	.676
22B	.676	30B	.676
22C	.765	30C	.765
22D	.823	30D	.823
23A	.676	31A	.676
23B	.676	31B	.676
23C	.765	31C	.765
23D	.823	31D	.823
24A	.676	32A	.676
24B	.676	32B	.676
24C	.765	32C	.765
24D	.823	32D	.823

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UNIT NO.

33A	.676
33B	.676
33C	.765
33D	.843
34A	.676
34B	.676
34C	.765
34D	.843

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SDV/adv
02/16/90
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EXHIBIT "G" TO THE
DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

RULES AND REGULATIONS

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CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Condominium Units, and the Condominium in general shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Unit Owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association and the Bylaws of the Association. Violations may be remedied by the Association as provided in the Declaration of Condominium, by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

A. Violations should be reported in writing to the Board of Directors or to the Officers of the Association or to any designees thereof.

B. Violations will be called to the attention of the violating owner by the Board of Directors and the Board of Directors will also notify the appropriate committee of the Board of Directors, if any.

C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.

D. Unit Owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

2. FACILITIES: The facilities of the Condominium are for the exclusive use of Unit Owners, their approved lessees and guests. Any damage to the buildings, pool, pool decking or other common areas or equipment caused by any Unit Owner or his guest shall be repaired at the expense of the Unit Owner.

3. POOL: The pool shall be open from October 1 through April 30 between the hours of 10:00 a.m. and 6:00 p.m., and from May 1 through September 30 between the hours of 10:00 a.m. and 8:00 p.m. The use of the pool shall be limited solely to Unit Owners, their families, guests and lessees. No person under fifteen (15) years of age shall be permitted in the pool area without the supervision of a parent or guardian. Children are not permitted in the pool unless they are toilet trained. Baby carriages shall not be permitted in the pool area. Animals or pets are not permitted in the pool area. Proper swimming attire must be worn by all those using the pool. Covering attire and footwear must be worn outside the pool area. The pool will be nonattended. Therefore, those using the pool do so at their own risk. There shall be no floats, rafts, tanks, running, diving, roughhousing, ball playing or similar activity in the pool

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area. Radios, cassette or record players, or televisions shall not be played loudly. No food, beverage, glassware or eating utensils shall be brought to the pool area and all litter must be deposited in trash containers. No one is permitted to use water rescue equipment except in the case of actual emergency.

4. **OBSTRUCTIONS:** Sidewalks, entrances, driveways, passages, patios, courts, stairways and all Common Elements shall be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium Property, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in a Condominium Building without similar approval. No radio or television aerial or antenna or other apparatus for the transmission of television, radio or other signals of any kind shall be attached to or hung from the exterior of a Condominium Building or the roof thereon.

5. **ANIMALS AND PETS:** No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted in any Unit, with the exception of a dog, cat, or other usual and common household pet, but no more than a total of one (1). The keeping of a dog or other domestic pet at the Condominium is not a right of a Unit Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damages to persons or property caused by the pet or resulting from its presence at the Condominium.

This license is subject to the following conditions:

A. Pets shall be kept on a leash at all times when outside the Unit.

B. Pets are permitted to have excrements upon the Common Elements provided that the owner shall immediately remove such excrement from the Common Elements with a "Pooper-Scooper" or other appropriate tool and deposit said waste in an approved trash receptacle.

C. The owner of a pet shall be responsible, and by virtue of ownership assumes responsibility, for any damage to persons or property caused by his pet(s).

D. Any pet whose owner violates the provisions and intent of this Rule shall be deemed a nuisance and shall be subject to removal.

6. **DESTRUCTION OF PROPERTY:** Neither Unit Owners, their lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Condominium Property. Unit Owners shall be financially responsible for any such damage.

7. **EXTERIOR APPEARANCE:** The exterior of the Condominium Buildings and all other areas appurtenant to the Buildings shall not be painted, decorated or modified by any Unit Owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, flower boxes, flower pots, light reflective material, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium Property except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. All shutters must be uniform in appearance. Installation of drapes, curtains or interior shutters visible from the exterior of the Unit shall have neutral colored liners, which liners must be approved by the Association.

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8. CLEANLINESS: All garbage and refuse shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. All disposers shall be used in accordance with instructions given to the Unit Owner by the Association or the City of Plantation. All refuse, waste, bottles, cans, etc., shall be securely wrapped in plastic garbage bags.

9. BALCONIES: Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of balconies or terraces. No objects shall be hung from balconies, patios or window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors and balconies or terraces. Unit Owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit Owners shall not throw cigars, cigarettes or any other object from balconies or terraces. Unit Owners shall not allow anything to be thrown or to fall from windows, doors, balconies or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, doors, balconies or terraces. No balconies may be enclosed or screened, without the prior written consent of the Board of Directors of the Association.

10. STORAGE AND GARAGE AREAS: Unit Owners are responsible to see that nothing is placed in the storage areas and garage areas which would create a fire hazard; that would be subject to being infested; or that would be subject to spoilage.

11. EMERGENCY ENTRY: In case of any emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or any management firm, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency.

12. BICYCLES: Bicycles must be placed or stored within garages, or in the designated areas, if any.

13. PLUMBING: Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the Unit Owner causing the damage.

14. ROOF: Unit Owners, their lessees, their families and guests are not permitted on the roof for any purpose whatsoever.

15. SOLICITATION: There shall be no solicitation by any person anywhere in the building for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

16. EMPLOYEES: Employees of the Association and employees of any management firm shall not be sent away from the Condominium Property by any Unit Owner, except in the Unit Owner's capacity as an officer or director of the Association, at any time, for any purpose. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association and/or any management firm.

17. COMMERCIAL PROHIBITION: No Unit may be occupied or used for any commercial or business purpose.

18. COMMON FACILITIES: Unit Owners are requested to cooperate with any management firm in the use of common facilities where more than one organized activity is scheduled for the same time.

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19. **HURRICANE PREPARATIONS:** Each Unit Owner or lessee who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to departure by:

A. Removing all furniture and plants from his patio or balcony.

B. Designating a responsible firm or individual to care for his Unit during his absence in the event that the Unit should suffer hurricane damage and furnish any management firm or other designee with the name of such firm or individual. The designated firm or individual shall contact any management firm or other designee for permission to install or to remove hurricane shutters.

20. **GUESTS:** Unit Owners and lessees shall notify any management firm, in advance by written notice, of the arrival and departure dates of guests who have permission to occupy the Unit in the absence of Unit Owners and lessees.

21. **SIGNS:** No sign of any kind shall be erected by an Owner within the Properties without the written consent of the Board of Directors. The Board of Directors or Declarant shall have the right to erect signs.

22. **PARKING AND GARAGES:** Owners shall park only in their garages, if any, or in the driveways serving their Units or appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt. All commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage, unless otherwise permitted by the Board. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

23. **PERSONAL PROPERTY:** Any personal property left at the recreational facility or any portion of the Common Elements shall be left at the risk of the owner. The Association shall not be responsible for such personal property.

24. **AIR CONDITIONING UNITS:** Except as may be permitted by the Board or its designee, no window air conditioning unit may be installed in any Unit.

25. **LIGHTING:** All exterior lights must be approved in accordance with Paragraph 10 of the Declaration of Condominium of Carriage Homes at Terramar, A Condominium.

26. **RENTAL OR LEASE:** A Unit shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. Approval or disapproval shall be given by the Board within ten (10) days from receipt of all information requested by the Board in connection with the proposed lease. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. No lease may be made for less than a six (6) month period. No Unit may be leased more than two (2) times during any twelve (12) month period. All lessees must abide by the Rules and Regulations of the Condominium Association. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Unit Owners.

In the event that the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration. Further, such

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approved lease may not be modified, amended, extended, or assigned, nor may the Unit be sublet to any other party without the Board's prior written consent.

27. **FLOORING:** Flooring other than carpet, vinyl or floor coverings installed by the Developer must be approved in writing by the Association. In addition, all hard surface flooring must be installed over a sound absorbing material approved by the Association.

The foregoing Rules and Regulations are subject to amendment as provided in the Declaration of Condominium of CARRIAGE HONES AT TERRAMAR, A CONDOMINIUM, and the Bylaws of the Association.

The foregoing Rules and Regulations are designed to make living for all Unit Owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules are to be reported to the Association who will call the matter to the attention of the violating Unit Owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors.

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be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted.

G. Consent: The Board of Directors may act by written consent, without a meeting, provided that a majority of the Board of directors consents to the action so taken. This provision does not pertain to any action required to be taken at a meeting by Chapter 718, Florida Statutes.

ARTICLE VIII

PROCEDURE

1. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the Bylaws of the Association or with applicable Florida law.

2. The order of business at annual members' meetings and as far as practical at other members' meetings will be:

- A. Election of Chairman;
- B. Roll Call;
- C. Proof of Notice of Meeting; or Waiver of Notice;
- D. Reading of Minutes of Prior Meeting;
- E. Officers' Reports;
- F. Committee Reports;
- G. Election of Inspectors of Election;
- H. Elections;
- I. Unfinished Business;
- J. New Business; and Adjournment.

ARTICLE IX

ASSESSMENTS AND MANNER OF COLLECTION

1. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the Common Expenses of the Condominium. The Common Expenses include those expenses described in the Declaration of Condominium and any other expenses designated as Common Expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Condominium Act.

2. Funds for the payment of Common Expenses shall be assessed against and shall be a lien against the Condominium Units in the proportion or percentage of sharing Common Expenses provided in the Declaration of Condominium.

3. Regular Assessments shall be paid by the members on a monthly basis, payable in advance on the first day of each and every month, or as otherwise established by the Board of Directors.

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4. Special Assessments should they be required by the Board of Directors, shall be levied and paid in the same manner as regular Assessments, unless the Declaration of Condominium shall otherwise provide.

5. When the Board of Directors has determined the amount of any Assessments, the Secretary shall transmit a statement of such Assessment to each Condominium Unit Owner. All such payments shall be made payable to Carriage Homes at Terramar Condominium Association, Inc.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or less than the sums required to meet the cash requirements of the Condominium, in which event the Board of Directors may increase or diminish the amount of an Assessment and make such adjustments in cash, or otherwise as they shall deem proper, in their sole discretion, including the Assessment of each member of his proportionate share for any deficiency. Notice of all changes in Assessments shall be given to all Unit Owners.

6. Assessments shall not include charges for utilities separately charged and metered to each Unit, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any Unit.

7. Assessments not paid within ten (10) days from the date due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the failure to pay any Assessment within ten (10) days from the date due shall entitle the Association to levy a twenty-five dollar (\$25.00) late charge per month against the defaulting Unit Owner.

8. In the event an Assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said Assessments from the delinquent Unit Owner in any manner provided for by the Condominium Act, the Declaration of Condominium and these Bylaws. Each Unit Owner shall be individually responsible for the payment of Assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and the enforcement of any lien held by the Association.

9. If the proposed annual budget is not adopted prior to the start of the new fiscal year, an Assessment shall be presumed to be made in the amount of the last prior Assessment and monthly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

ARTICLE X

FISCAL MATTERS

1. Fiscal year: The fiscal year of the Association shall begin on January 1 of each year, provided, however, that the Board of Directors shall be authorized to change to a different fiscal year, in accordance with the provisions of the Internal Revenue Code of the United States of America, at such time as the Board of Directors shall deem it advisable. The fiscal year of the Association shall at all times be the same as the fiscal year for Terramar Community Association.

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2. **Depositories:** The funds of the Association shall be deposited in a savings and loan association or bank or banks in Dade, Broward or Palm Beach Counties, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature of the authorized officers. Said funds shall be used only for Association purposes.

If necessary, and if demanded by Mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by Mortgagees to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting Condominium Units.

3. **Fidelity bonds:** Fidelity bonds shall be required for all directors, officers and employees of the Association, handling or responsible for Association funds. The premium for such bonds shall be paid for by the Association.

4. **Records:** The Association shall maintain accounting records according to good accounting practice. Such records shall include: (1) a record of receipts and expenditures for each Unit Owner which shall designate the name and address of the Unit Owner, the amount of each assessment, the amounts paid upon the account and the balance due; (2) a register listing the names of any mortgage holders or lien holders who have notified the Association of their liens, and of the lien holders to which the Association is required to give notice of default. The records shall also include, but not be limited to, current copies of the Declaration, Bylaws and other rules and regulations.

The Association records shall be open to inspection by any Association member, the authorized representative of such member or by holders, insurers and guarantors of first mortgages that are secured by a Unit in the project. These records shall be available at all reasonable times.

5. **Annual statement:** The Board of Directors shall present at each annual meeting of the members, a full and clear statement of the business and condition of the Association.

6. **Insurance:** The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration of Condominium pursuant to the provisions of the Declaration of Condominium.

ARTICLE XI

ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the Common Elements, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the Units, Limited Common Elements and Common Elements by the members and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

ARTICLE XII

ARBITRATION

In the event of internal dispute(s) among Unit Owners, Association, and their agents and assigns, arising from the operation

of the Condominium, then said parties shall attempt to resolve said dispute(s) through voluntary binding arbitration in accordance with the then existing rules of the American Arbitration Association. The cost of the arbitration proceeding shall be borne equally between the disputing parties. A judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction.

ARTICLE XIII

VIOLATIONS AND DEFAULTS

In the event of a violation, other than non-payment of an Assessment by a Unit Owner, of any of the provisions of the Declaration of Condominium, these Bylaws, the Rules and Regulations of the Association, the Articles of Incorporation, the Management Agreement or any provision of the Condominium Act, the Association, after reasonable notice to cure not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to seek injunctive relief, and in the event of the failure to pay Assessments, the right to foreclose its lien provided in the Condominium Act and in every such proceeding, the Unit Owner at fault shall be liable for court costs and the Association's reasonable attorneys' fees. If the Association elects to enforce its lien by foreclosure, the Condominium Unit Owner at the court's discretion shall be required to pay a reasonable rent for his Condominium Unit during litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments.

The Association may levy reasonable fines against a Unit for the failure of the Unit Owner or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. No fines may exceed \$50.00, nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee.

ARTICLE XIV

AMENDMENT OF BYLAWS

Subject always to the provisions of the Declaration of Condominium, these Bylaws may be amended, modified or rescinded in accordance with the Declaration of Condominium or by a resolution duly adopted by a majority of the Board of Directors at any duly called meeting of the Board of Directors, and thereafter submitted to the members at any duly convened meeting of the members and approved by the holders of seventy-five percent (75%) of the votes of the members present in person or by proxy, provided there is a quorum, and further provided that notice of the proposed change is given in the notice of the meeting, and further provided that the voting requirements of the Declaration of Condominium are met in full, in the appropriate cases. Notice may be waived in writing by any member. Amendments to these Bylaws may be proposed by the Board of Directors, acting upon the vote of a majority of the directors, or proposed by members of the Association having a majority of the votes in the Association.

No amendment shall discriminate against any Unit Owner nor any class or group of Unit Owners unless the Unit Owners so affected shall consent. No amendment shall be made that is in

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conflict with the Articles of Incorporation or the Declaration of Condominium. No amendment which affects the Developer may be adopted or become effective without the prior written consent of the affected Developer. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text and underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of Bylaw. See Bylaw Article ___ for present text." Non-material errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Broward County, Florida.

ARTICLE XV

VALIDITY

If any portion of the Bylaws shall be adjudged invalid, such fact shall not effect the validity of any other Bylaw.

The foregoing was adopted as the Bylaws of CARRIAGE HOMES AT TERRAMAR CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, at a meeting of the members of said Association duly noticed, at which all Board Members were present, by the unanimous vote of the members on the 16th day of February, 1990.

CARRIAGE HOMES AT TERRAMAR
CONDOMINIUM ASSOCIATION, INC.



Timothy R. Kelly, President



Warren S. Abelson, Secretary

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JJW/vr1
02/15/90
101-619113

EXHIBIT "F" TO THE
DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

UNDIVIDED SHARES IN COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS

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UNDIVIDED SHARES IN COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS

The undivided shares in Common Elements, Common Expenses and Common Surplus ("Undivided Shares") for each Unit shall be as follows:

<u>UNIT NO.</u>	<u>PHASE 1</u>
1A	11.5
1B	11.5
1C	13
1D	14
2A	11.5
2B	11.5
2C	13
2D	14

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PHASE 1-2

UNIT NO.

1A	5.75
1B	5.75
1C	6.5
1D	7.0
2A	5.75
2B	5.75
2C	6.5
2D	7.0
3A	5.75
3B	5.75
3C	6.5
3D	7.0
4A	5.75
4B	5.75
4C	6.5
4D	7.0

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PHASE 1-3

UNIT NO.

1A	3.833
1B	3.833
1C	4.333
1D	4.666
2A	3.833
2B	3.833
2C	4.333
2D	4.666
3A	3.833
3B	3.833
3C	4.333
3D	4.666
4A	3.833
4B	3.833
4C	4.333
4D	4.666
5A	3.833
5B	3.833
5C	4.333
5D	4.666
6A	3.833
6B	3.833
6C	4.333
6D	4.676

BK 7175 PG 0885

PHASE 1-4

UNIT NO.

1A	2.875
1B	2.875
1C	3.25
1D	3.5
2A	2.875
2B	2.875
2C	3.25
2D	3.5
3A	2.875
3B	2.875
3C	3.25
3D	3.5
4A	2.875
4B	2.875
4C	3.25
4D	3.5
5A	2.875
5B	2.875
5C	3.25
5D	3.5
6A	2.875
6B	2.875
6C	3.25
6D	3.5
7A	2.875
7B	2.875
7C	3.25
7D	3.5
8A	2.875
8B	2.875
8C	3.25
8D	3.5

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PHASE 1-5

UNIT NO.		UNIT NO.	
1A	2.09	9A	2.09
1B	2.09	9B	2.09
1C	2.36	9C	2.36
1D	2.54	9D	2.54
2A	2.09	10A	2.09
2B	2.09	10B	2.09
2C	2.36	10C	2.36
2D	2.54	10D	2.54
3A	2.09	11A	2.09
3B	2.09	11B	2.09
3C	2.36	11C	2.6
3D	2.54	11D	2.6
4A	2.09		
4B	2.09		
4C	2.36		
4D	2.54		
5A	2.09		
5B	2.09		
5C	2.36		
5D	2.54		
6A	2.09		
6B	2.09		
6C	2.36		
6D	2.54		
7A	2.09		
7B	2.09		
7C	2.36		
7D	2.54		
8A	2.09		
8B	2.09		
8C	2.36		
8D	2.54		

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PHASE 1-6

UNIT NO.		UNIT NO.	
1A	1.77	9A	1.77
1B	1.77	9B	1.77
1C	2.00	9C	2.00
1D	2.15	9D	2.15
2A	1.77	10A	1.77
2B	1.77	10B	1.77
2C	2.00	10C	2.00
2D	2.15	10D	2.15
3A	1.77	11A	1.77
3B	1.77	11B	1.77
3C	2.00	11C	2.00
3D	2.15	11D	2.15
4A	1.77	12A	1.77
4B	1.77	12B	1.77
4C	2.00	12C	2.00
4D	2.15	12D	2.15
5A	1.77	13A	1.77
5B	1.77	13B	1.77
5C	2.00	13C	2.00
5D	2.15	13D	2.18
6A	1.77		
6B	1.77		
6C	2.00		
6D	2.15		
7A	1.77		
7B	1.77		
7C	2.00		
7D	2.15		
8A	1.77		
8B	1.77		
8C	2.00		
8D	2.15		

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PHASE 1-7

UNIT NO.		UNIT NO.	
1A	1.437	9A	1.437
1B	1.437	9B	1.437
1C	1.625	9C	1.625
1D	1.75	9D	1.75
2A	1.437	10A	1.437
2B	1.437	10B	1.437
2C	1.625	10C	1.625
2D	1.75	10D	1.75
3A	1.437	11A	1.437
3B	1.437	11B	1.437
3C	1.625	11C	1.625
3D	1.75	11D	1.75
4A	1.437	12A	1.437
4B	1.437	12B	1.437
4C	1.625	12C	1.625
4D	1.75	12D	1.75
5A	1.437	13A	1.437
5B	1.437	13B	1.437
5C	1.625	13C	1.625
5D	1.75	13D	1.75
6A	1.437	14A	1.437
6B	1.437	14B	1.437
6C	1.625	14C	1.625
6D	1.75	14D	1.75
7A	1.437	15A	1.437
7B	1.437	15B	1.437
7C	1.625	15C	1.625
7D	1.75	15D	1.758
8A	1.437	16A	1.437
8B	1.437	16B	1.437
8C	1.625	16C	1.625
8D	1.75	16D	1.758

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PHASE 1-8

UNIT NO.		UNIT NO.	
1A	1.277	9A	1.277
1B	1.277	9B	1.277
1C	1.444	9C	1.444
1D	1.555	9D	1.555
2A	1.277	10A	1.277
2B	1.277	10B	1.277
2C	1.444	10C	1.444
2D	1.555	10D	1.555
3A	1.277	11A	1.277
3B	1.277	11B	1.277
3C	1.444	11C	1.444
3D	1.555	11D	1.555
4A	1.277	12A	1.277
4B	1.277	12B	1.277
4C	1.444	12C	1.444
4D	1.555	12D	1.555
5A	1.277	13A	1.277
5B	1.277	13B	1.277
5C	1.444	13C	1.444
5D	1.555	13D	1.555
6A	1.277	14A	1.277
6B	1.277	14B	1.277
6C	1.444	14C	1.444
6D	1.555	14D	1.555
7A	1.277	15A	1.277
7B	1.277	15B	1.277
7C	1.444	15C	1.444
7D	1.555	15D	1.555
8A	1.277	16A	1.277
8B	1.277	16B	1.277
8C	1.444	16C	1.444
8D	1.555	16D	1.555

DK 7175PGC 890

UNIT NO.

17A	1.277
17B	1.277
17C	1.444
17D	1.578
18A	1.277
18B	1.277
18C	1.444
18D	1.578

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PHASE 1-9

UNIT NO.		UNIT NO.	
1A	1.15	9A	1.15
1B	1.15	9B	1.15
1C	1.3	9C	1.3
1D	1.4	9D	1.4
2A	1.15	10A	1.15
2B	1.15	10B	1.15
2C	1.3	10C	1.3
2D	1.4	10D	1.4
3A	1.15	11A	1.15
3B	1.15	11B	1.15
3C	1.3	11C	1.3
3D	1.4	11D	1.4
4A	1.15	12A	1.15
4B	1.15	12B	1.15
4C	1.3	12C	1.3
4D	1.4	12D	1.4
5A	1.15	13A	1.15
5B	1.15	13B	1.15
5C	1.3	13C	1.3
5D	1.4	13D	1.4
6A	1.15	14A	1.15
6B	1.15	14B	1.15
6C	1.3	14C	1.3
6D	1.4	14D	1.4
7A	1.15	15A	1.15
7B	1.15	15B	1.15
7C	1.3	15C	1.3
7D	1.4	15D	1.4
8A	1.15	16A	1.15
8B	1.15	16B	1.15
8C	1.3	16C	1.3
8D	1.4	16D	1.4

DK 7175R6U892

UNIT NO.

17A	1.15
17B	1.15
17C	1.3
17D	1.4
18A	1.15
18B	1.15
18C	1.3
18D	1.4
19A	1.15
19B	1.15
19C	1.3
19D	1.4
20A	1.15
20B	1.15
20C	1.3
20D	1.4

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PHASE 1-10

UNIT NO.		UNIT NO.	
1A	1.045	9A	1.045
1B	1.045	9B	1.045
1C	1.181	9C	1.181
1D	1.272	9D	1.272
2A	1.045	10A	1.045
2B	1.045	10B	1.045
2C	1.181	10C	1.181
2D	1.272	10D	1.272
3A	1.045	11A	1.045
3B	1.045	11B	1.045
3C	1.181	11C	1.181
3D	1.272	11D	1.272
4A	1.045	12A	1.045
4B	1.045	12B	1.045
4C	1.181	12C	1.181
4D	1.272	12D	1.272
5A	1.045	13A	1.045
5B	1.045	13B	1.045
5C	1.181	13C	1.181
5D	1.272	13D	1.272
6A	1.045	14A	1.045
6B	1.045	14B	1.045
6C	1.181	14C	1.181
6D	1.272	14D	1.272
7A	1.045	15A	1.045
7B	1.045	15B	1.045
7C	1.181	15C	1.181
7D	1.272	15D	1.272
8A	1.045	16A	1.045
8B	1.045	16B	1.045
8C	1.181	16C	1.181
8D	1.272	16D	1.272

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UNIT NO.

17A	1.045
17B	1.045
17C	1.181
17D	1.272
18A	1.045
18B	1.045
18C	1.181
18D	1.272
19A	1.045
19B	1.045
19C	1.181
19D	1.272
20A	1.045
20B	1.045
20C	1.181
20D	1.272
21A	1.045
21B	1.045
21C	1.181
21D	1.299
22A	1.045
22B	1.045
22C	1.181
22D	1.299

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PHASE 1-11

UNIT NO.		UNIT NO.	
1A	.958	9A	.958
1B	.958	9B	.958
1C	1.083	9C	1.083
1D	1.166	9D	1.166
2A	.958	10A	.958
2B	.958	10B	.958
2C	1.083	10C	1.083
2D	1.166	10D	1.166
3A	.958	11A	.958
3B	.958	11B	.958
3C	1.083	11C	1.083
3D	1.166	11D	1.166
4A	.958	12A	.958
4B	.958	12B	.958
4C	1.083	12C	1.083
4D	1.166	12D	1.166
5A	.958	13A	.958
5B	.958	13B	.958
5C	1.083	13C	1.083
5D	1.166	13D	1.166
6A	.958	14A	.958
6B	.958	14B	.958
6C	1.083	14C	1.083
6D	1.166	14D	1.166
7A	.958	15A	.958
7B	.958	15B	.958
7C	1.083	15C	1.083
7D	1.166	15D	1.166
8A	.958	16A	.958
8B	.958	16B	.958
8C	1.083	16C	1.083
8D	1.166	16D	1.166

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UNIT NO.	
17A	.958
17B	.958
17C	1.083
17D	1.166
18A	.958
18B	.958
18C	1.083
18D	1.166
19A	.958
19B	.958
19C	1.083
19D	1.166
20A	.958
20B	.958
20C	1.083
20D	1.166
21A	.958
21B	.958
21C	1.083
21D	1.166
22A	.958
22B	.958
22C	1.083
22D	1.166
23A	.958
23B	.958
23C	1.083
23D	1.186
24A	.958
24B	.958
24C	1.083
24D	1.186

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PHASE 1-12

UNIT NO.		UNIT NO.	
1A	.884	9A	.884
1B	.884	9B	.884
1C	1.0	9C	1.0
1D	1.076	9D	1.076
2A	.884	10A	.884
2B	.884	10B	.884
2C	1.0	10C	1.0
2D	1.076	10D	1.076
3A	.884	11A	.884
3B	.884	11B	.884
3C	1.0	11C	1.0
3D	1.076	11D	1.076
4A	.884	12A	.884
4B	.884	12B	.884
4C	1.0	12C	1.0
4D	1.076	12D	1.076
5A	.884	13A	.884
5B	.884	13B	.884
5C	1.0	13C	1.0
5D	1.076	13D	1.076
6A	.884	14A	.884
6B	.884	14B	.884
6C	1.0	14C	1.0
6D	1.076	14D	1.076
7A	.884	15A	.884
7B	.884	15B	.884
7C	1.0	15C	1.0
7D	1.076	15D	1.076
8A	.884	16A	.884
8B	.884	16B	.884
8C	1.0	16C	1.0
8D	1.076	16D	1.076

BK 17175PC0898

UNIT NO.		UNIT NO.	
17A	.884	25A	.884
17B	.884	25B	.884
17C	1.0	25C	1.0
17D	1.076	25D	1.104
18A	.884	26A	.884
18B	.884	26B	.884
18C	1.0	26C	1.0
18D	1.076	26D	1.104
19A	.884		
19B	.884		
19C	1.0		
19D	1.076		
20A	.884		
20B	.884		
20C	1.0		
20D	1.076		
21A	.884		
21B	.884		
21C	1.0		
21D	1.076		
22A	.884		
22B	.884		
22C	1.0		
22D	1.076		
23A	.884		
23B	.884		
23C	1.0		
23D	1.076		
24A	.884		
24B	.884		
24C	1.0		
24D	1.076		

BK 7175RG0899

AK17175PC0900

PHASE 1-13

UNIT NO.		UNIT NO.	
1A	.821	9A	.821
1B	.821	9B	.821
1C	.928	9C	.928
1D	1.0	9D	1.0
2A	.821	10A	.821
2B	.821	10B	.821
2C	.928	10C	.928
2D	1.0	10D	1.0
3A	.821	11A	.821
3B	.821	11B	.821
3C	.928	11C	.928
3D	1.0	11D	1.0
4A	.821	12A	.821
4B	.821	12B	.821
4C	.928	12C	.928
4D	1.0	12D	1.0
5A	.821	13A	.821
5B	.821	13B	.821
5C	.928	13C	.928
5D	1.0	13D	1.0
6A	.821	14A	.821
6B	.821	14B	.821
6C	.928	14C	.928
6D	1.0	14D	1.0
7A	.821	15A	.821
7B	.821	15B	.821
7C	.928	15C	.928
7D	1.0	15D	1.0
8A	.821	16A	.821
8B	.821	16B	.821
8C	.928	16C	.928
8D	1.0	16D	1.0

BK17175PC0901

UNIT NO.		UNIT NO.	
17A	.821	25A	.821
17B	.821	25B	.821
17C	.928	25C	.928
17D	1.0	25D	1.0
18A	.821	26A	.821
18B	.821	26B	.821
18C	.928	26C	.928
18D	1.0	26D	1.0
19A	.821	27A	.821
19B	.821	27B	.821
19C	.928	27C	.928
19D	1.0	27D	1.02
20A	.821	28A	.821
20B	.821	28B	.821
20C	.928	28C	.928
20D	1.0	28D	1.02
21A	.821		
21B	.821		
21C	.928		
21D	1.0		
22A	.821		
22B	.821		
22C	.928		
22D	1.0		
23A	.821		
23B	.821		
23C	.928		
23D	1.0		
24A	.821		
24B	.821		
24C	.928		
24D	1.0		

BK 17175 PCT 902

PHASE 1-14

UNIT NO.		UNIT NO.	
1A	.766	9A	.766
1B	.766	9B	.766
1C	.866	9C	.866
1D	.933	9D	.933
2A	.766	10A	.766
2B	.766	10B	.766
2C	.866	10C	.866
2D	.933	10D	.933
3A	.766	11A	.766
3B	.766	11B	.766
3C	.866	11C	.866
3D	.933	11D	.933
4A	.766	12A	.766
4B	.766	12B	.766
4C	.866	12C	.866
4D	.933	12D	.933
5A	.766	13A	.766
5B	.766	13B	.766
5C	.866	13C	.866
5D	.933	13D	.933
6A	.766	14A	.766
6B	.766	14B	.766
6C	.866	14C	.866
6D	.933	14D	.933
7A	.766	15A	.766
7B	.766	15B	.766
7C	.866	15C	.866
7D	.933	15D	.933
8A	.766	16A	.766
8B	.766	16B	.766
8C	.866	16C	.866
8D	.933	16D	.933

9K47175PC0903

UNIT NO.		UNIT NO.	
17A	.766	25A	.766
17B	.766	25B	.766
17C	.866	25C	.866
17D	.933	25D	.933
18A	.766	26A	.766
18B	.766	26B	.766
18C	.866	26C	.866
18D	.933	26D	.933
19A	.766	27A	.766
19B	.766	27B	.766
19C	.866	27C	.866
19D	.933	27D	.933
20A	.766	28A	.766
20B	.766	28B	.766
20C	.866	28C	.866
20D	.933	28D	.933
21A	.766	29A	.766
21B	.766	29B	.766
21C	.866	29C	.866
21D	.933	29D	.968
22A	.766	30A	.766
22B	.766	30B	.766
22C	.866	30C	.866
22D	.933	30D	.968
23A	.766		
23B	.766		
23C	.866		
23D	.933		
24A	.766		
24B	.766		
24C	.866		
24D	.933		

BK17175PC0904

PHASE 1-15

UNIT NO.		UNIT NO.	
1A	.718	9A	.718
1B	.718	9B	.718
1C	.812	9C	.812
1D	.875	9D	.875
2A	.718	10A	.718
2B	.718	10B	.718
2C	.812	10C	.812
2D	.875	10D	.875
3A	.718	11A	.718
3B	.718	11B	.718
3C	.812	11C	.812
3D	.875	11D	.875
4A	.718	12A	.718
4B	.718	12B	.718
4C	.812	12C	.812
4D	.875	12D	.875
5A	.718	13A	.718
5B	.718	13B	.718
5C	.812	13C	.812
5D	.875	13D	.875
6A	.718	14A	.718
6B	.718	14B	.718
6C	.812	14C	.812
6D	.875	14D	.875
7A	.718	15A	.718
7B	.718	15B	.718
7C	.812	15C	.812
7D	.875	15D	.875
8A	.718	16A	.718
8B	.718	16B	.718
8C	.812	16C	.812
8D	.875	16D	.875

BK 7175 PG 905

UNIT NO.		UNIT NO.	
17A	.718	25A	.718
17B	.718	25B	.718
17C	.812	25C	.812
17D	.875	25D	.875
18A	.718	26A	.718
18B	.718	26B	.718
18C	.812	26C	.812
18D	.875	26D	.875
19A	.718	27A	.718
19B	.718	27B	.718
19C	.812	27C	.812
19D	.875	27D	.875
20A	.718	28A	.718
20B	.718	28B	.718
20C	.812	28C	.812
20D	.875	28D	.875
21A	.718	29A	.718
21B	.718	29B	.718
21C	.812	29C	.812
21D	.875	29D	.875
22A	.718	30A	.718
22B	.718	30B	.718
22C	.812	30C	.812
22D	.875	30D	.875
23A	.718	31A	.718
23B	.718	31B	.718
23C	.812	31C	.812
23D	.875	31D	.907
24A	.718	32A	.718
24B	.718	32B	.718
24C	.812	32C	.812
24D	.875	32D	.907

BK17175PG0906

PHASE 1-16

UNIT NO.		UNIT NO.	
1A	.676	9A	.676
1B	.676	9B	.676
1C	.765	9C	.765
1D	.823	9D	.823
2A	.676	10A	.676
2B	.676	10B	.676
2C	.765	10C	.765
2D	.823	10D	.823
3A	.676	11A	.676
3B	.676	11B	.676
3C	.765	11C	.765
3D	.823	11D	.823
4A	.676	12A	.676
4B	.676	12B	.676
4C	.765	12C	.765
4D	.823	12D	.823
5A	.676	13A	.676
5B	.676	13B	.676
5C	.765	13C	.765
5D	.823	13D	.823
6A	.676	14A	.676
6B	.676	14B	.676
6C	.765	14C	.765
6D	.823	14D	.823
7A	.676	15A	.676
7B	.676	15B	.676
7C	.765	15C	.765
7D	.823	15D	.823
8A	.676	16A	.676
8B	.676	16B	.676
8C	.765	16C	.765
8D	.823	16D	.823

BK 175PC0907

UNIT NO.		UNIT NO.	
17A	.676	25A	.676
17B	.676	25B	.676
17C	.765	25C	.765
17D	.823	25D	.823
18A	.676	26A	.676
18B	.676	26B	.676
18C	.765	26C	.765
18D	.823	26D	.823
19A	.676	27A	.676
19B	.676	27B	.676
19C	.765	27C	.765
19D	.823	27D	.823
20A	.676	28A	.676
20B	.676	28B	.676
20C	.765	28C	.765
20D	.823	28D	.823
21A	.676	29A	.676
21B	.676	29B	.676
21C	.765	29C	.765
21D	.823	29D	.823
22A	.676	30A	.676
22B	.676	30B	.676
22C	.765	30C	.765
22D	.823	30D	.823
23A	.676	31A	.676
23B	.676	31B	.676
23C	.765	31C	.765
23D	.823	31D	.823
24A	.676	32A	.676
24B	.676	32B	.676
24C	.765	32C	.765
24D	.823	32D	.823

BM 17175 PG 908

UNIT NO.

33A	.676
33B	.676
33C	.765
33D	.843
34A	.676
34B	.676
34C	.765
34D	.843

DN 17175PG0909

SDV/adv
02/16/90
101-6191-4

EXHIBIT "G" TO THE
DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

RULES AND REGULATIONS

3K17175R66910

CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Condominium Units, and the Condominium in general shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Unit Owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association and the Bylaws of the Association. Violations may be remedied by the Association as provided in the Declaration of Condominium, by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revokable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

A. Violations should be reported in writing to the Board of Directors or to the Officers of the Association or to any designees thereof.

B. Violations will be called to the attention of the violating owner by the Board of Directors and the Board of Directors will also notify the appropriate committee of the Board of Directors, if any.

C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.

D. Unit Owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

2. FACILITIES: The facilities of the Condominium are for the exclusive use of Unit Owners, their approved lessees and guests. Any damage to the buildings, pool, pool decking or other common areas or equipment caused by any Unit Owner or his guest shall be repaired at the expense of the Unit Owner.

3. POOL: The pool shall be open from October 1 through April 30 between the hours of 10:00 a.m. and 6:00 p.m., and from May 1 through September 30 between the hours of 10:00 a.m. and 8:00 p.m. The use of the pool shall be limited solely to Unit Owners, their families, guests and lessees. No person under fifteen (15) years of age shall be permitted in the pool area without the supervision of a parent or guardian. Children are not permitted in the pool unless they are toilet trained. Baby carriages shall not be permitted in the pool area. Animals or pets are not permitted in the pool area. Proper swimming attire must be worn by all those using the pool. Covering attire and footwear must be worn outside the pool area. The pool will be nonattended. Therefore, those using the pool do so at their own risk. There shall be no floats, rafts, tanks, running, diving, roughhousing, ball playing or similar activity in the pool

BK 7175 ECG 9 III

area. Radios, cassette or record players, or televisions shall not be played loudly. No food, beverage, glassware or eating utensils shall be brought to the pool area and all litter must be deposited in trash containers. No one is permitted to use water rescue equipment except in the case of actual emergency.

4. **OBSTRUCTIONS:** Sidewalks, entrances, driveways, passages, patios, courts, stairways and all Common Elements shall be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium Property, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in a Condominium Building without similar approval. No radio or television aerial or antenna or other apparatus for the transmission of television, radio or other signals of any kind shall be attached to or hung from the exterior of a Condominium Building or the roof thereon.

5. **ANIMALS AND PETS:** No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted in any Unit, with the exception of a dog, cat, or other usual and common household pet, but no more than a total of one (1). The keeping of a dog or other domestic pet at the Condominium is not a right of a Unit Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damages to persons or property caused by the pet or resulting from its presence at the Condominium.

This license is subject to the following conditions:

A. Pets shall be kept on a leash at all times when outside the Unit.

B. Pets are permitted to have excrements upon the Common Elements provided that the owner shall immediately remove such excrement from the Common Elements with a "Pooper-Scooper" or other appropriate tool and deposit said waste in an approved trash receptacle.

C. The owner of a pet shall be responsible, and by virtue of ownership assumes responsibility, for any damage to persons or property caused by his pet(s).

D. Any pet whose owner violates the provisions and intent of this Rule shall be deemed a nuisance and shall be subject to removal.

6. **DESTRUCTION OF PROPERTY:** Neither Unit Owners, their lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Condominium Property. Unit Owners shall be financially responsible for any such damage.

7. **EXTERIOR APPEARANCE:** The exterior of the Condominium Buildings and all other areas appurtenant to the Buildings shall not be painted, decorated or modified by any Unit Owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, flower boxes, flower pots, light reflective material, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium Property except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. All shutters must be uniform in appearance. Installation of drapes, curtains or interior shutters visible from the exterior of the Unit shall have neutral colored liners, which liners must be approved by the Association.

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8. **CLEANLINESS:** All garbage and refuse shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. All disposers shall be used in accordance with instructions given to the Unit Owner by the Association or the City of Plantation. All refuse, waste, bottles, cans, etc., shall be securely wrapped in plastic garbage bags.

9. **BALCONIES:** Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of balconies or terraces. No objects shall be hung from balconies, patios or window sills. No cloth, clothing, rugs or mats shall be hung open or shaken from windows, doors and balconies or terraces. Unit Owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit Owners shall not throw cigars, cigarettes or any other object from balconies or terraces. Unit Owners shall not allow anything to be thrown or to fall from windows, doors, balconies or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, doors, balconies or terraces. No balconies may be enclosed or screened, without the prior written consent of the Board of Directors of the Association.

10. **STORAGE AND GARAGE AREAS:** Unit Owners are responsible to see that nothing is placed in the storage areas and garage areas which would create a fire hazard; that would be subject to being infested; or that would be subject to spoilage.

11. **EMERGENCY ENTRY:** In case of any emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or any management firm, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency.

12. **BICYCLES:** Bicycles must be placed or stored within garages, or in the designated areas, if any.

13. **PLUMBING:** Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the Unit Owner causing the damage.

14. **ROOF:** Unit Owners, their lessees, their families and guests are not permitted on the roof for any purpose whatsoever.

15. **SOLICITATION:** There shall be no solicitation by any person anywhere in the building for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

16. **EMPLOYEES:** Employees of the Association and employees of any management firm shall not be sent away from the Condominium Property by any Unit Owner, except in the Unit Owner's capacity as an officer or director of the Association, at any time, for any purpose. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association and/or any management firm.

17. **COMMERCIAL PROHIBITION:** No Unit may be occupied or used for any commercial or business purpose.

18. **COMMON FACILITIES:** Unit Owners are requested to cooperate with any management firm in the use of common facilities where more than one organized activity is scheduled for the same time.

BK7175P60913

19. **HURRICANE PREPARATIONS:** Each Unit Owner or lessee who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to departure by:

A. Removing all furniture and plants from his patio or balcony.

B. Designating a responsible firm or individual to care for his Unit during his absence in the event that the Unit should suffer hurricane damage and furnish any management firm or other designee with the name of such firm or individual. The designated firm or individual shall contact any management firm or other designee for permission to install or to remove hurricane shutters.

20. **GUESTS:** Unit Owners and lessees shall notify any management firm, in advance by written notice, of the arrival and departure dates of guests who have permission to occupy the Unit in the absence of Unit Owners and lessees.

21. **SIGNS:** No sign of any kind shall be erected by an Owner within the Properties without the written consent of the Board of Directors. The Board of Directors or Declarant shall have the right to erect signs.

22. **PARKING AND GARAGES:** Owners shall park only in their garages, if any, or in the driveways serving their Units or appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt. All commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage, unless otherwise permitted by the Board. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

23. **PERSONAL PROPERTY:** Any personal property left at the recreational facility or any portion of the Common Elements shall be left at the risk of the owner. The Association shall not be responsible for such personal property.

24. **AIR CONDITIONING UNITS:** Except as may be permitted by the Board or its designee, no window air conditioning unit may be installed in any Unit.

25. **LIGHTING:** All exterior lights must be approved in accordance with Paragraph 10 of the Declaration of Condominium of Carriage Homes at Terramar, A Condominium.

26. **RENTAL OR LEASE:** A Unit shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. Approval or disapproval shall be given by the Board within ten (10) days from receipt of all information requested by the Board in connection with the proposed lease. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. No lease may be made for less than a six (6) month period. No Unit may be leased more than two (2) times during any twelve (12) month period. All lessees must abide by the Rules and Regulations of the Condominium Association. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Unit Owners.

In the event that the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration. Further, such

BK 17 7 5 8 6 0 9 1 4

approved lease may not be modified, amended, extended, or assigned, nor may the Unit be sublet to any other party without the Board's prior written consent.

27. FLOORING: Flooring other than carpet, vinyl or floor coverings installed by the Developer must be approved in writing by the Association. In addition, all hard surface flooring must be installed over a sound absorbing material approved by the Association.

The foregoing Rules and Regulations are subject to amendment as provided in the Declaration of Condominium of CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM, and the Bylaws of the Association.

The foregoing Rules and Regulations are designed to make living for all Unit Owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules are to be reported to the Association who will call the matter to the attention of the violating Unit Owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors.

BK17175PG0915

State of Florida



Department of State

I certify from the records of this office that CARRIAGE HOMES AT TERRAMAR CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 11, 1990.

The document number of this corporation is N36058.

I further certify that said corporation has paid all fees due this office through December 31, 1990, and its status is active.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
11th day of January, 1990.



Jim Smith
Secretary of State

CR2E022 (8-89)

BY 17175 PFC 1862

CERTIFICATE OF AMENDMENT
OF
CARRIAGE HOMES AT TERRAMAR,
A CONDOMINIUM

33187005

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Carriage Homes at Terramar, a Condominium, as described in Official Records Book 17175 at Page 782 of the Public Records of Broward County, Florida was duly adopted in accordance with the Declaration of Condominium.

IN WITNESS WHEREOF, we have affixed our hands this 5 day of APRIL, 1993, at COCONUT CREEK, Broward County, Florida.

By: Tom Timmons
Print: Tom Timmons
Attest: Thomas R. Marini
Print: Thomas R. MARINI

MAR 5 2 56 PM '93

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 5 day of APRIL, 1993, by TOM TIMMONS as President and THOMAS R. MARINI as Secretary of Carriage Homes at Terramar Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FL. DR. LIC. as identification and did take an oath.

NOTARY PUBLIC:

sign Kathleen Close

print State of Florida at Large

My Commission Expires:



BR20635PC0370

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AMENDMENT TO
THE DECLARATION OF CONDOMINIUM
OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

31. Additional Provisions.

~~B. The Board of Directors of the Association must obtain the approval of seventy five percent (75%) of the Unit Owners prior to instituting any legal action other than actions dealing with the collection of assessments or the protestation of taxes or contractors hired by the Association. Notwithstanding the amendment provisions of Paragraph 6 of the Declaration, this paragraph cannot be amended without the approval of seventy five percent (75%) of the Unit Owners.~~

BK20635F6037.11

FILED IN THE OFFICIAL RECORDS BOOK
MONROE COUNTY, FLORIDA
CLERK'S OFFICE

SDV/sdv
03/01/90
101-7594-1

90101575

PREPARED BY AND RETURN TO:
James J. Wheeler, Esquire
Broad and Cassel
7777 Glades Road
Boca Raton, FL 33434

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

WHEREAS, the Declaration of Condominium of Carriage Homes at Terramar, a Condominium was recorded on February 16, 1990 in Official Records Book 17175, Page 782, Public Records of Broward County, Florida and amended thereafter (the "Declaration");

WHEREAS, Paragraph 8 provides that the Developer may amend the Declaration for so long as it has the right to elect a majority of the Board of Directors; and

WHEREAS, the Developer presently has the right to elect a majority of the Board of Directors.

NOW THEREFORE, the following is added as the last sentence of the fourth paragraph of Paragraph 1.B.:

"Notwithstanding the foregoing, all improvements on the property of a phase to be added to the Condominium shall be substantially completed before such property is added to the existing Condominium."

IN WITNESS WHEREOF, the undersign hereby sets its hand and seal this 29th day of March, 1990.

Signed, sealed and delivered in the presence of:

DEVELOPER:

THE KENNEDY GROUP, LTD., a Florida limited partnership

By: Kennedy Builders Corp., a Florida corporation, its general partner

By: Timothy R. Kelly
Timothy R. Kelly,
Chief Executive Officer-Florida
(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.:

The foregoing instrument was acknowledged before me this 29th day of March, 1990, by Timothy R. Kelly, as Chief Executive Officer of Kennedy Builders Corp., a Florida corporation, general partner of The Kennedy Group, Ltd., a Florida limited partnership.

James J. Wheeler
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 11, 1991
BROWARD COUNTY, FLORIDA



✓
"WILL-CALL-ATS" SV
for BROAD AND CASSEL SW
7777 W. GLADES ROAD
BOCA RATON, FL 33434

MAR 13 12 26 PM '90

BM 72369570

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SDV/adv
03/06/90
101-619120

CONSENT OF MORTGAGEE TO FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of a Mortgage, upon land in Broward County, Florida (the "Mortgage"), executed by The Kennedy Group, Ltd., a Florida limited partnership ("Mortgagor"); and

WHEREAS, the Mortgage is a lien upon that certain tract of land more fully described in the Mortgage and in Exhibits "A" and "B" to the Declaration of Condominium of Carriage Homes at Terramar, A Condominium (the "Declaration"); and

WHEREAS, Mortgagee consented to the Declaration.

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the First Amendment to Declaration (the "Amendment"), to which this consent is attached.
2. By consenting to the recordation of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor, or anyone else, under the Declaration or the Condominium Act or of any owner of a Condominium Unit.
3. Nothing contained in this Consent is intended to affect, modify, or impair the lien of the Mortgage on any portion of the Mortgaged Property.
4. All terms and conditions of the Mortgage not expressly modified hereby shall remain in full force and effect.
5. Nothing contained in this Consent is intended to affect, modify or impair the lien of the Mortgage as a first lien on the Condominium Units and limited and common elements and the lien shall be prior to any liens or claims of any kind.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 17th day of March, 1990.

Signed, sealed and delivered in the presence of:

Henry Tandy
A.G. Burke

BARNETT BANK OF SOUTH FLORIDA

By: *Richard R. Giannola*
Richard R. Giannola
Senior Vice President

ATTEST: *Zafde Chelala*
Zafde Chelala, Asst. Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.: L. A. HESTER
COUNTY ADMINISTRATOR

The foregoing instrument was acknowledged before me this 17th day of March, 1990, by Richard R. Giannola, as Senior Vice President of Barnett Bank of South Florida, and Zafde Chelala, Asst. Secretary.

Aranna Galant
Notary Public
State of Florida
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 27, 1991
60210 1300 CENTRAL EXP. DIV.

BK#7236R60571



BK 17175660862

State of Florida

Department of State

I certify from the records of this office that CARRIAGE HOMES AT TERRAMAR CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 11, 1990.

The document number of this corporation is N36058.

I further certify that said corporation has paid all fees due this office through December 31, 1990, and its status is active.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this 11th day of January, 1990.



Jim Smith
Secretary of State

CR2022 (8-89)

CARRIAGE HOMES AT TERRAMAR CONDOMINIUM ASSOCIATION, INC.
 MAINTENANCE FEE SCHEDULE
 BASED ON APPROVED 1998 BUDGET

<u>UNIT</u>	<u>sq</u>	
MONTHLY MAINTAINENCE		
"A" & "B" Units in Bldgs. 1 thru 34	0.676	168.41
"C" Unit in Bldgs. 1 thru 34	0.765	190.59
"D" Unit in Bldgs. 1 thru 32	0.823	205.04
"D" Unit in Bldg. 33 & 34	0.843	210.02
SPECIAL ASSESSMENT		
"A" & "B" Units in Bldgs. 1 thru 34	0.676	64.49
"C" Unit in Bldgs. 1 thru 3 4	0.765	72.98
"D" Unit in Bldgs. 1 thru 32	0.823	78.51
"D" Unit in Bldg. 33 & 34	0.843	80.42
MONTHLY TOTAL		
"A" & "B" Units in Bldgs. 1 thru 34	0.676	232.90
"C" Unit in Bldgs. 1 thru 34	0.765	263.57
"D" Unit in Bldgs. 1 thru 32	0.823	283.55
"D" Unit in Bldg. 33 & 34	0.843	290.44