

This instrument was prepared by
HOWARD J. PERL, ESQ.
Becker & Poliakoff, P.A.
1 E. Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OF TIVOLI TRACE, A CONDOMINIUM, THE AMENDED AND RESTATED
ARTICLES OF INCORPORATION AND AMENDED AND RESTATED BY-LAWS FOR
TIVOLI TRACE CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Amended and Restated Declaration of Condominium for Tivoli Trace, A Condominium, has been duly recorded in the Public Records of Broward County, Florida, in O. R. Book 20795 at Page 680; and the Amended and Restated Articles of Incorporation of Tivoli Trace Condominium Association, Inc. has been duly recorded in the Public Records of Broward County, Florida, in O. R. Book 20795 at Page 709; and the Amended and Restated Bylaws of Tivoli Trace Condominium Association, Inc. has been duly recorded in the Public Records of Broward County, Florida, in O. R. Book 20795 at Page 715; and

WHEREAS, at a duly called and noticed meeting of the membership of Tivoli Trace Condominium Association, Inc., a Florida not-for-profit corporation, held February 16, 2017, the aforementioned Declaration of Condominium, Articles of Incorporation and By-Laws were amended pursuant to the provisions of said Declaration of Condominium, Articles of Incorporation and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following Amended and Restated Declaration of Condominium, Amended and Restated Articles of Incorporation and Amended and Restated By-Laws are a true and correct copy of the Amended and Restated Declaration of Condominium, Amended and Restated Articles of Incorporation and Amended and Restated By-Laws adopted by the membership at the above-referenced meeting of the membership of the Association, and that the attached Amended and Restated Declaration of Condominium, Amended and Restated Articles of Incorporation and Amended and Restated ByLaws replace the original Amended and Stated Declaration of Condominium, original Amended and Restated Articles of Incorporation and Amended and Restated By-Laws recorded on the date and at the official records book and page identified above, and any amendments thereto. All of the exhibits to the original recorded Amended and Restated Declaration of Condominium, Amended and Restated Articles of Incorporation and Amended and Restated By-Laws which are otherwise referenced in or attached to the attached Amended and Restated Declaration of Condominium, Amended and Restated Articles of Incorporation and Amended and Restated By-Laws are hereby incorporated by reference herein as if attached hereto and made a part hereof.

**SEE ATTACHED
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR TIVOLI TRACE, A
CONDOMINIUM, AMENDED AND RESTATED ARTICLES OF INCORPORATION
AND AMENDED AND RESTATED BY-LAWS
OF TIVOLI TRACE CONDOMINIUM ASSOCIATION, INC.**

WITNESS my signature hereto this 15th day of March, 2017, at Deerfield Beach, Broward County, Florida.

TIVOLI TRACE CONDOMINIUM ASSOCIATION, INC.

Mary C Faso
Witness

By: Robert S. Ranta
Robert S. Ranta, President

MARY C FASO
(PRINT NAME)

Vincent P Rodriguez
Witness

Attest: Harriet Dinkowitz
Harriet Dinkowitz, Secretary

Vincent P Rodriguez
(PRINT NAME)

STATE OF FLORIDA }
COUNTY OF BROWARD } SS

The foregoing instrument was acknowledged before me this 15th day of March, 2017, by Robert S. Ranta and Harriet Dinkowitz, as President and Secretary, respectively, of Tivoli Trace Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

Karolina Torres
(Print Name)

(Signature) Karolina Torres
Notary Public, State of Florida at Large



KAROLINA TORRES
MY COMMISSION # FF 234669
EXPIRES: June 1, 2019
Bonded Thru Budget Notary Services

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF
TIVOLI TRACE, A CONDOMINIUM**

RECITALS

In an Amended and Restated Declaration of Condominium recorded at O.R. Book 29795, Page 680 *et seq.* of the Broward County Public Records on June 17, 1993, pursuant to the Articles of Merger filed with the Florida Secretary of State on August 17, 1992 and filed in the Broward County Public Records at OR Book 20795 Page 726, the nine (9) separate condominiums located on property situated in Broward County, Florida, more particularly described in Exhibit A attached hereto were merged into Tivoli Trace, A Condominium as the surviving corporation pursuant to said Articles of Merger and said Amended and Restated Declaration.

By adoption of this Amended and Restated Declaration of Condominium (hereinafter "Declaration"), the Association Members hereby adopt certain amendments to the Declaration of Condominium and amendments thereof and hereby restate the Declaration in its entirety. By adoption of this Declaration, the Members of the Association ratify governance of the property described above and in Exhibit "A" hereto under the condominium form of ownership and the provisions of the Condominium Act, as defined in Article 1 hereof.

**I
DEFINITIONS**

As used in this Declaration of Condominium and By-Laws and Exhibits attached hereto, and all Amendments thereof, the context otherwise requires, the following definitions prevail:

1) "Act" or "Condominium Act" means the Condominium Act (Chapter 718, Florida Statutes), as it now exists and as it may be amended from time to time, including the definitions therein contained.

2) "Assessment" means a share of the funds required for payment of common expenses, which from time to time is assessed to the unit owner.

3) "Association" means TIVOLI TRACE CONDOMINIUM ASSOCIATION, INC., the corporate entity responsible for the operation of a condominium.

4) "Board of Administration" means the Board of Directors or other representative body responsible for administration of the Association.

5) "By-Laws" means the bylaws of the association attached hereto as Exhibit D, as they may be amended from time to time.

6) "Common Elements" means and includes:

6.1 The portions of the Condominium Property not included within the Units.

6.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.

6.3 An easement of support in every portion of a Unit which contributes to the support of the Building, including but not limited to all load bearing interior walls within the Units.

6.4 The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements. Chases and columns within Units are Common Elements but are not shown on the Plat.

6.5 Any other parts of the Condominium Property designated as Common Elements in this Declaration.

6.6 Installations for the furnishing of services to more than one Unit or to the Common Elements, such as cooling tower water air conditioning, electricity, water and sewer.

7) "Common Surplus" means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits, and revenues on account of the Common Elements over the common expenses. Common Surplus shall be owned in the same undivided percentages as Common Elements are owned.

8) "Common expenses" means those expenses for which Unit Owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of Common Elements, and such other expenses as may be declared expenses either by this Declaration, the Articles of Incorporation, the Bylaws or by the Association. Bulk interior pest control for Units, if provided by the Association is a Common Expense. Common Expenses include, but are not limited to, such items as cost of premiums for property and public liability insurance, repairs, replacements and expenses of upkeep, lawn service, utility bills that are not separately metered to individual Units, pool service, recreational facilities and activities, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this Condominium. The expenses of communications services as defined in Chapter 202, information services, or Internet services, are specifically considered a Common Expense, if so designated by the Board with the cost of said services equally assessed to all Units, as permitted by the Act. Common Expenses also include reasonable insurance for Directors and Officers, road maintenance and operation expenses, and twenty-four (24) hours, seven (7) days per week front desk attendant, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or Condominium Property. Common Expenses also include the cost air conditioner maintenance for all of the units pursuant to a bulk service contract, if so approved by a majority vote of the members, the expenses of any items or services required by any federal, state, or local governmental entity to be installed, or supplied to the Condominium Property by the Association, including, but not limited to, fire safety equipment or water and sewer service where a master meter services the Condominium. The Board of Directors is authorized, in its discretion, to offer food and beverages and newspapers or periodicals and social amenities for Residents' enjoyment. The expenses of this service, as and when provided, shall be a Common Expense. The Association's share of the regular maintenance assessment of the Tivoli Park Master Association, for which it is a subdivision and tenant, shall be considered a common expense of the Tivoli Trace Condominium Association.

9) "Condominium" means that form of ownership of real property which is created pursuant to the provisions of the Condominium Act, and which is comprised of Units that may be owned by one or more persons, and there is, appurtenant to each, an undivided share in Common and Limited Common Elements.

10) "Condominium Documents" or "Governing Documents" means this Declaration, Surveyor's Plat and Site Plans, hereinafter collectively referred to as "the Plat" or "Condominium Plat," copies of which are attached hereto as Exhibit "A," Articles of Incorporation of Tivoli Trace Condominium Association, Inc. attached hereto as Exhibit "B"; Bylaws attached hereto as Exhibit "C", and Rules and Regulations as Exhibit "D". The Plat may not reflect current conditions of the physical configuration of all aspects of the Condominium Property.

11) "Condominium Parcel" means a Unit, together with the undivided share in the Common and Limited Common Elements which appurtenant to the unit and when the context permits, the term includes all of the appurtenances to the Unit.

12) "Condominium Property" means the lands, leaseholds, and property interests subjected to condominium ownership under this Declaration, whether or not contiguous, and all improvements on the land as depicted in the Surveyor's Plat, or replacement thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Additions or alterations made to the Units or Common Elements by Unit Owners (or their predecessors in title) are not part of the Condominium Property. References in the Condominium Documents to Condominium Property shall include Association Property, unless indicated otherwise.

13) "Declaration" or "Declaration of Condominium" means this instrument as it may be from time to time amended.

14) "Family".

14.1 "Immediate Family" shall include an owner or an owner's legal tenant who is one natural person, his spouse, parents, children, siblings, mothers-in-law and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law, who share such owners' unit.

14.2 "Family" or "Single Family" shall refer to an owner or legal tenant who is one natural person, their spouse, if any, children, if any, and approved, bona fide caregivers or domestic employees. The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. "Family member" is a person who resides in a Unit as part of the Owner's Family, but is not a title holder.

15) "Guest" means any person who is not the Unit Owner or a Tenant or a member of the Owner's or Tenant's Family, who is physically present on or occupies the Condominium Property for up to three (3) weeks or less at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

16) "Limited Common Elements" means those common elements which are reserved for the use of

certain condominium unit or to the exclusion of other units, as specified in the Declaration of Condominium. References herein to Common Elements shall include all Limited Common Elements, unless the context would prohibit or it is otherwise expressly provided. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, the delegation of maintenance responsibility for the area shall serve to define the area as a Limited Common Element.

17) "Master Declaration for Tivoli Park" means that certain Master Declaration for Tivoli Park recorded on November 27, 1985 in Official Records Book 13001, Page 722 of the Public Records of Broward County, Fla.

18) "Member" means the record Owner(s) of legal title to a Unit.

19) "Occupant(s)" shall mean the person(s), including the Unit owner(s), who are in possession of the Unit or who reside in the Unit, or person(s) who are at any time in the Unit for any reason.

20) "Primary Occupant" If a grantee shall be a corporation, partnership, trust, limited liability company, other entity, or more than one individual who are not husband and wife, the Primary Occupant shall be the person who is either the Primary Registered Member or agent who originally filed the application for the registered entity, or the person who has the tax liability for the registered entity by means of social security number or Tax ID registered for the entity and annual report document filings with the State of Florida, and tax filings with the Internal Revenue Service, or the person who is the principal shareholder or holds the majority interest in the entity. Any other person(s) filing an application for occupancy with the Association, shall be considered tenant(s) or secondary occupant(s).

21) "Operation" or "Operation of the Condominium" includes the administration and management of the condominium property.

22) "Unit" means a part of the condominium property which is subject to exclusive ownership.

23) "Unit Owner(s)" or "Owner". "Unit Owner(s)" or "Owner" shall mean the Owner(s) of that condominium parcel whose name(s) appears on the title or deed for that unit, in which ever form that may be as recorded with the Public Records of Broward County, Florida. Wherever a portion of the Condominium Documents, including the Rules and Regulations, proscribes, restricts, prohibits, governs or requires that a "Unit Owner" take or refrain from taking any action, or engage or refrain from engaging in any conduct, or providing for liability to the Association arising from such acts or conduct or the failure to take required action or engage in required conduct, the term Unit Owner shall be deemed to include, unless the context specifically suggests otherwise, the Unit Owner's Family, Tenants, Residents, Guests, Licensees and Invitees, and as may be applicable, the family members of such person, as well as employees or agents of such persons.

II NAME

RICHBUILT, INC. submitted the property described in Exhibit "A" attached hereto and as described above to condominium ownership in accordance with Florida Statutes.

The name by which this Condominium is to be identified is TIVOLI TRACE, a CONDOMINIUM. There were originally nine (9) separately declared and constituted condominiums in the Tivoli Trace development, according to the declarations thereof which were all recorded in the Public Records of Broward County, Florida as follows: Tivoli Trace Condominium No. 1 - Official Records Book 13584, at Page 652; Tivoli Trace Condominium No. 2 - Official Records Book 13633, at Page 602; Tivoli Trace Condominium No. 3 - Official Records Book 13834, at Page 1; Tivoli Trace Condominium No. 4 - Official Records Book 13834, at Page 66; Tivoli Trace Condominium No. 5 - Official Records Book 13834, at Page 131; Tivoli Trace Condominium No. 6 - Official Records Book 13967, at Page 799; Tivoli Trace Condominium No. 7 - Official Records Book 13987, at Page 409; Tivoli Trace Condominium No. 8 - Official Records Book 13633, at Page 734, and Tivoli Trace Condominium No. 9 - Official Records Book 13633 at Page 668.

Per the Consents to Merger, all unit owners in the aforementioned Tivoli Trace Condominiums and all record owners of Liens therein consented to a merger of those nine (9) separately declared and constituted Condominiums, which consisted of 9 buildings (184 Condominium units), plus the Common and Limited Common Elements, to include a recreation pool and clubhouse facility, into Tivoli Trace Condominium Association Inc., a single condominium as evidenced herein, and as recorded June 17th 1993, in the Public Records of Broward County.

III IDENTIFICATION OF UNITS

1. (a) The improvements on the real property described in Exhibit "A" attached herein to this Declaration, plus all recorded site plans in full size and detail, are sufficient to identify the Common Elements, Limited Common Elements, each Unit and their relative locations and dimensions, and are herein merged into the Common and Limited Common Elements of one (1) Tivoli Trace Condominium

Association, per the Articles of Merger which was recorded in the Public Records of Broward County Florida.

(b) Each unit is identified by a separate numerical designation. The designation of each of such Units is set forth on Exhibit A attached hereto. Exhibit A consists of surveys of the land plus geographic descriptions of the improvements located thereon, including but not limited to the Buildings in which the units and recreational improvements are located, and a plot plan thereof, as attached to this Declaration of Condominium.

(c) The Tivoli Trace Condominium Association Inc., consists of one hundred eighty-four (184) condominium units contained in nine (9) Buildings, plus a recreational facility consisting of Clubhouse, Pool and Spa. Each Unit is identified by a separate numerical designation. The designation of each of such Units is set forth on Exhibit "A" attached hereto. Exhibit "A" consists of a survey of the Land, a graphic description of the Improvements located thereon, including but not limited to the buildings in which the Units are located, the recreational facility, and a plot plan thereof.

(d) There shall pass with a Unit, as appurtenances thereto (i) an undivided share in the Common and Limited Common Elements and Common Surplus; (ii) the exclusive right to use such portion of the Limited Common Elements as may be provided in this Declaration, and subject to all terms, conditions, and limitations as provided in this Declaration of Condominium, the Articles of Incorporation, the By-Laws, and the Rules and Regulations, as may be amended, appended, or restated from time to time; (iii) an exclusive easement for the use of the airspace, as defined by the Unit Boundaries as provided herein, and (iv) other appurtenances as may be provided in this Declaration of Condominium.

2. Unit Boundaries. Each Unit shall include that part of the building containing the Unit that lies within the boundaries Unit, as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(i) Upper Boundaries, first floor. The upper boundary shall be the horizontal plane of the unfinished lower surface of the second floor concrete slab (which will be deemed to be the ceiling of the unit) extending to but not including the portion of the patio slab of the second floor unit.

(ii) Upper Boundaries, second floor. The upper boundary shall be the horizontal plane of the unfinished lower surface of the attic rafters to which the ceiling drywall is attached, up to but not including that portion of the attic rafter which extends outside of the unit covering the patio/balcony.

(iii) Lower Boundaries. The lower boundary shall be the horizontal plane of the unfinished upper surface of the concrete slab of the Unit, first or second floor, (which will be deemed to be the concrete floor of the Unit) extending to but not including the patio/balcony of the unit.

(b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the concrete walls bounding the Unit extended to their planar sections with each other and with the upper and lower boundaries.

(c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framing and casing therefore, shall be included in the boundaries of the unit.

3. Limited Common Elements. Units may have, a Limited Common Element appurtenant thereto, which may include but are not limited to Lawn Areas, Patios, Balconies, and Terraces as defined in the site plan Exhibit A hereto attached. Balconies and terraces shall be Limited Common Elements of those Units having direct and exclusive access thereto. Limited Common Elements are not owned by the Unit Owner as part of the unit but as an undivided share of the Common Elements, for which the Association has architectural and other control pursuant to the Governing Documents.

4. Easements. The following easements are hereby created in addition to any easements created under the Act. Units may have as easements, appurtenant thereto, which include but are not limited to attics, flat roofs, meter rooms, and all vials for utilities which are authorized for access only by Association Maintenance or licensed service personnel. Easements are as defined in the legal descriptions and site plans, Exhibit A hereto attached.

4.1 Utility Services; Drainage Easements are reserved, under, through and over the Condominium Property as may be required for utility and other services and drainage in order to serve the Condominium; provided, however, such easements running through a Unit shall be limited to those provided in the plans and specifications for the Building, or existing in the Building as originally constructed or reconstructed or as altered by an owner when approved by the Association. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility or other services or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, service and drainage facilities, and Common and Limited Common Elements contained in the Unit or elsewhere in the

Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owners permitted use of the Unit, and except in the event of an emergency, entry shall not be made on not less than one (1) days' notice.

4.2 Encroachments. If (a) any portion of the Common or Limited Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other unit or any portion of the Common or Limited Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the improvements; (iii) any alteration or repair to the Common and Limited Common Elements made by or with the consent of the Association, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit, the Common and Limited Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.

4.3 Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

5. Maintenance, Repair and Replacement. Easements exist through, over and beneath the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements. Such access to the Units shall be only during reasonable hours, except that access may be had at any time in case of emergency.

6. Additional Easements. The Association shall have the right to grant such additional electric, gas, or other utility or service easements, or relocate any existing utility or service easements or drainage facilities, in any portion of the Condominium property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or relocation of existing easements will not prevent or unreasonably interfere with the reasonable use the Units for dwelling purposes.

7. Restraint Upon Separation and Partition of Common and Limited Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the elusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from, and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a unit, cannot be conveyed or encumbered except together with the unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

8. Right of Access to Units. The Association, including its designees, contractors, successors, and assigns, shall have the irrevocable right of access to each Unit and its appurtenant Limited Common Elements during reasonable hours as may be necessary for the inspection, maintenance, repair, or replacement of any Common Elements or Limited Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements or to any Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. A pass key must be provided by the Unit Owner to the Association for each Unit entry door, and as may be applicable air conditioning or utility room or closet, and storage unit.

IV

OWNERSHIP OF COMMON AND LIMITED COMMON ELEMENTS

1. Each of the Unit Owners of the Condominium shall own an undivided interest in the Common and Limited Common Elements, and the undivided interest, stated as percentages or fractions of such ownership in the said Common and Limited Common Elements, the numerator being a 1 and the denominator being the number of units in the Condominium Association, which shall be 1/184 share. Such undivided interest does not entitle any Unit Owner to access or make any alteration or repair to any Common or Limited Common Element.

2. The fee title to each Condominium parcel shall include both the Condominium unit and the above respective undivided interest in the Common and Limited Common Elements, said undivided interest to be deemed to be conveyed or encumbered with its respective Condominium Unit. Any attempt to separate the fee title to a Condominium Unit from the undivided interest in the Common and Limited Common Elements appurtenant to each unit shall be null and void.

V VOTING RIGHTS

The designation of "Members and Voting Rights" shall be made as provided by and subject to the provisions and restrictions as set forth in the By-Laws of the Association, Article IV - Members and Voting Rights.

1. There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of the Association. Such person shall be known, and is hereinafter referred to, as a "Voting Member". If a unit is owned by more than one person, the owners of said unit shall designate one owner as the "Voting Member", or in the case of ownership by a legal entity, the Voting Member shall be as described in Article IV, paragraph 8(c) of the By-Laws.

2. The Total number of votes shall be equal to the total number of units in the Condominium and each Unit shall have no more and no less than one (1) equal vote in the Association for each unit owned. A vote of a Condominium unit is not Divisible.

VI COMMON EXPENSE AND COMMON SURPLUS

1. The share of the common elements and common surplus s appurtenant to each Condominium Unit and is one-one hundred and eight-fourth (1/84th).

2. Any common surplus of the Association shall be owned by each the unit owners in the same proportion as their percentage ownership interest in the Common and Limited Common Elements...any surplus being the excess of all receipts of the Association from this Condominium, including but not limited to, assessments, profits, and revenues on account of the Common and Limited Common Elements of this Condominium, over the amount of the common expenses of this Condominium.

3. Common expenses include those items described in Article I, Section 7 above.

4. The share of the common elements expense appurtenant to each Condominium Unit is one-one hundred and eight-fourth (1/84th) of the common expense, as provided in the annual budget.

VII METHOD OF AMENDMENT OF DECLARATION

1. This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium called and convened in accordance with the By-Laws, by the affirmative vote of Members casting not less than a Majority of the total vote of the members of the Association. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

2. All Amendments shall be recorded as required by the Condominium Act 718.110.

3. Amendment to the Declaration is effective when properly recorded in the Public Records of Broward County. No Amendment shall change any Condominium unit's ownership Interest in the Common and Limited Common Elements of the Condominium nor a Condominium unit's proportionate or percentage share of the Common expenses and ownership of the common surplus, nor the voting rights appurtenant thereto, nor materially alter or modify the appurtenances to a unit, nor change the configuration or size of any unit in any material fashion unless the record owners(s) thereof and all record owners of liens thereon shall join in the execution of the Amendment. Notwithstanding the provisions of this Article VII, the Declaration and Exhibits where applicable, may be amended for the purposes set forth and pursuant to F.S. 718.110 (5) and the Declarations and Exhibits where applicable may be amended for the purposes set forth and pursuant to the provisions of F.S.718.304(1), subject to the approval of the Board of Directors.

VIII BY-LAWS

1. The operation of the Condominium property shall be governed by the By-Laws of the Association which are set forth in the Bylaws attached hereto as Exhibit D, and made a part of the Governing Documents of the Tivoli Trace Condominium Association hereof.

2. The By-Laws may be amended in the manner provided as contained therein.

IX THE ASSOCIATION

1. The Association. The operating entity of the Condominium shall be Tivoli Trace Condominium Association Inc., a Florida Not-for-profit Corporation, said Association being organized and existing pursuant to Chapters 718 and 617, Florida Statutes. The Association shall have all of the powers and duties set forth in the Condominium Act, Chapters 617 and 607, Florida Statutes as applicable as well as all of the powers and duties granted to or imposed upon it by this Declaration of Condominium, its Articles of Incorporation attached hereto as Exhibit "B", and By-Laws of the Association attached hereto as Exhibit "C".

2. Membership. Every owner or owning business entity of a Condominium parcel, whether he has acquired his ownership by purchase, by gift, inheritance or transfer by operation of law, or otherwise, shall be bound by the Association Rules and Regulations, By-Laws and Articles of Incorporation and this Declaration of Condominium as may be amended from time to time. Membership in the Association terminates upon Termination of the ownership of a Condominium parcel in this Condominium.

3. Conflicts. In the event of conflict between the powers and duties of the Association or otherwise, the Declaration of Condominium shall take precedence over the Articles of Incorporation, the By-Laws, and the applicable Rules and Regulations; the Articles of Incorporation takes precedence over the By-Laws and applicable Rules and Regulations; and the By-Laws shall take precedence over applicable Rules and Regulations, all as amended from time to time. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable Rules and Regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be or taken by the Board of Directors, without the consent of Unit Owners. When an approval or action of the Association is permitted to be given or taken such action or approval may be conditioned in any manner the Association deems appropriate.

4. Limitation Upon Liability of the Association. Notwithstanding the necessity of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of the maintenance and repair caused by any latent condition of the Condominium Property.

X ASSESSMENTS, LIENS AND COLLECTIONS

1. The Association, through its Board of Directors shall have the power to fix and determine from time to time the sum or necessary and adequate to provide for the common expenses of the Condominium property and such other sums as are specifically provided for in this Declaration and Exhibits attached hereto. The Board of Directors shall adopt a budget for the common expenses of the Condominium for the coming fiscal or calendar year in such amount as the Board determines necessary, and during the fiscal calendar year, said Board may increase the assessments for common expenses of the Condominium and/or levy a special assessment for expenses in such amount as the Board determines necessary.

2. The common expenses shall be assessed against each condominium parcel owner, as provided for in Article VI of this Declaration.

3. Liability for Assessments and Charges. A unit owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the unit owner. any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including interest, late fees, attorneys' fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. However, a first mortgagee who acquires title to the unit by foreclosure or by deed in lieu of foreclosure shall be liable for the share of common expenses or assessments attributable to the Condominium parcel or chargeable to the former unit owner only to the maximum extent permitted by the Condominium Act, as same may be amended from time to time. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period such ownership. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

4. Lien for Assessments. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest, late fees and for reasonable attorneys' fees, as well as costs and expenses of collection incurred by the Association incident to the collection of the Assessment or enforcement of the lien. If prohibited by the Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner, pursuant to the Act. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. The Association's lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien

shall be signed and acknowledged by an Officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges without waiving any claim of lien.

5. Notice of Intention to Foreclose Lien. So long as required by law, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of Lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry by the Association cannot find the Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

6. Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association, or the Association's attorney, a detailed account ledger showing the amount of unpaid Assessments against him/her with respect to his/her Unit.

7. The Association acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to any third party.

8. Interest, Late Fee-application of payments. Assessments and installments on such assessments not paid on or before ten days after date when due shall bear interest at the highest rate allowed by law, or such lesser rate as the Board may determine, from time to time, by a duly adopted Rule and Regulation, from the date when due until paid. In addition to such interest, the Association shall charge an administrative late fee in the highest amount permitted by law, or some lesser amount as the Board may determine, from time to time, by a duly adopted Rule and Regulation, for each delinquent installment that the payment is late. All payments upon account shall be first applied to interest, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection and then to the assessment payment first due. The foregoing method of applying payments shall be applicable, notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

XI

MAINTENANCE, REPAIRS AND ALTERATIONS

The responsibility of a Unit Owner is as follows:

1. Unit Maintenance. Within the perimetrical boundaries of this unit as previously defined, the Unit Owners responsibility shall be to maintain in good condition and to repair and to replace at his expense all portions of his unit and all interior surfaces within his Unit (such as the surfaces of the walls, ceiling, and floors, i.e. popcorn ceilings, paint, tiles, carpets, etc.), and to maintain and to repair all equipment, electrical fixtures, and wiring within the walls thereto, including all wiring from the meter (including the meter) to the breaker panel (including the breaker panel) and including all components of the air conditioning system which may be in part external to the unit (compressor) and in part internal to the unit (air handler), and all connecting wires and coolant lines in between shall be the unit owners responsibility, and all other appliances (water heater, stove, refrigerator, dishwasher, disposal) shall be the Unit Owners responsibility. The unit owner shall pay for all plumbing lines, whether visible or within or behind walls, which shall include both water supply and drainage which service his unit. A Unit Owners responsibility for drainage lines shall be to the point of common join with other units in the building. The Association shall be responsible for maintenance from the point of common join to the Water Utility Service line (lateral). The Unit Owner shall be responsible to pay for any utilities which are separately metered to his Unit. Included within the responsibility of the Unit Owner shall be windows, window frames, screens, door frames and doors opening into or onto his apartment, conduits, built-in cabinets. The Unit Owner shall also be responsible to maintain, repair and replace, at his, her or its expense, all portions of a Hurricane Shutter, or screened in enclosure, including such which is attached to any portion of the common elements. Such shall also include the removal of same if necessary or required in order for the Association to maintain, repair, replace, or protect the Common Elements or Association property. The unit owner shall also be responsible to treat his/her unit for mold or pest infestation as required and to maintain the property as mold and pest free, and shall specifically do so when informed by the Association that infestation or mold from his/her unit is encroaching upon other units in the building, the Common Elements or Limited Common Elements.

1.1 Every Unit Owner must perform promptly all maintenance and repair work within his Unit, as aforesaid, which if omitted, would affect the Condominium Property, or a Unit belonging to other Owners. Each Unit Owner shall be expressly responsible for the damages and liability that his failure to do so may engender. Said Unit shall be maintained and in accordance with the "as built" building plans utilized by the Developer, copies of which are to be on file in the office Association, except for changes or alterations approved by the Board as provided in this Declaration.

1.2 In the event that a unit owner shall fail to maintain his/her unit in compliance with the above provisions, and upon notice to the Unit Owner, the Unit Owner shall be given 24 hours to allow the Association access to the premises to take any needed action, and to make any needed repairs as may be necessary, to mitigate any threatening or encroaching situation. The Unit Owner shall be responsible and liable to cover all costs of such actions or repairs.

1.3 As required by law, no Unit Owner shall engage any unlicensed, uninsured contractor in the maintenance or repair of his unit.

2. Material Alterations. No unit owner shall make, without prior approval of majority of the voting interests and the written approval of the Board of Directors, any material alteration, decoration, paint, repair, replacement, change of, or addition to the Common or Limited Common Elements, or to any interior portion of a unit, which shall be maintained and in accordance with the "as built" building plans utilized by the Developer, or to any outside or exterior portion of a Building, including doors, windows, fences, etc., nor shall the unit owner place any outward facing draperies, heat reflecting devices, blinds or shades, tinted laminates on windows, nor shall the unit owner affix or install any exterior lighting fixtures, mail boxes, screen doors, hardware, or similar items, without prior written approval of the Board of Directors, nor make any alteration which is not consistent with the general architecture of the building without specific written proposal and detail plan of change of architecture, and specific written approval of the Board of Directors. The Association's Board of Directors shall have architectural control over all parts of the Common and Limited Common Areas of the Tivoli Trace Condominium buildings and property. The Board shall not grant approval if in its opinion the effect of any of the items mentioned hereby will be unsightly as to the exterior of the building at its sole discretion.

3. Hurricane Shutters. The installation, replacement, and maintenance of hurricane shutters shall be made in accordance with the specifications adopted by the Board of Directors and shall not be deemed a material alteration or substantial addition to the Common Elements. Specifically, a) Hurricane Shutter installation shall only require Board approval. Notwithstanding anything to the contrary herein, the Association shall not refuse to approve installation or replacement of hurricane shutters conforming to the specifications adopted by the Association pursuant to a duly promulgated and adopted Board rule, which approval the Board may withhold in its absolute discretion and upon examination of the proposed plans and specifications presented by the unit owner to the Board of Directors b) Any Hurricane Shutter installation, repairs, or removal shall be only be performed by a licensed and insured contractor of the trade, with the required permits from the City of Deerfield Beach, and upon the prior application submission and approval of the Association c) Any repairs to the Common Elements as a result of Hurricane Shutter installation damage or windstorm damage to the Common Elements as a result of hurricane shutter being torn from the building, shall be performed by the Association only, and the cost of such shall be assessed to the Unit Owner. See also, Article XV, Occupancy and Use Restrictions, Paragraph (9), Hurricane Shutter Installation.

4. To promptly report to the Association or its agents any defect or need for repairs.

5. The financial responsibility allocated above shall be subject to indemnification from the Association by the insurance proceeds collected pursuant to an expenditure for the maintenance or repair of those elements of a building including but not necessarily limited to fixtures, installations or additions encompassing that part of the building within the unfinished interior boundaries of the perimeter walls, floors and ceilings of the dual units initially installed or replacements thereof, in accordance with the original plans and specifications.

6. The Association Board of Directors may make material alterations to the Common Areas upon approval of the Board at a duly noticed meeting where the item is on the agenda.

XII INSURANCE

By adoption of this Amended and Restated Declaration, the Association membership has voted to opt out of the insurance requirements of the Condominium Act pursuant to Section 718.111(11)(k), Florida Statutes. The provisions of this section supersede the insurance provisions in the Condominium Act in accordance with Section 718.111(11)(k), Florida Statutes. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

1. Purchase, Custody and Payment.

(a) Purchase. All insurance policies described herein including portions of the Condominium Property shall be purchased by Association and shall be issued by an insurance company authorized to do business in Florida.

(b) Approval. Each insurance policy, the agency, and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described shall be solely subject to the approval of the Association and its Board of Directors.

(c) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them.

(d) Custody of Policies and Payment of Proceeds. All policies shall provide that the Association is the payee upon settlement for all losses covered, under all policies and endorsements, made by the insurer thereto which shall be deposited, unless an Insurance Trustee is appointed, in which case the Insurance Trustee shall be the recipient and payee upon settlement, on behalf of the Association.

(e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy.

(f) Personal Property and Liability. Unit Owners may obtain insurance coverage, at their own expense and at their own discretion, upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks.

2. Coverage. The Association shall maintain insurance covering the following:

(a) Casualty. The Building (provided that the word "building" wherever used in the policy), shall include, but shall not necessarily be limited to fixtures, installations, or additions comprising that part of the building up to and including the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof (see Article III Identification of Units, paragraph 2), in accordance with the original plans and specifications, and all improvements or like replacements thereof located on the Common and Limited Common Elements (as identified on the original plans and specifications), from time to time, together with all service machinery contained therein (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the replacement value thereof, excluding foundation and excavation costs. Provided, however, the word "building" in every hazard policy issued to protect a condominium building does not include unit floor coverings, wall coverings or ceiling coverings and does not include the following equipment if it is located within a unit and the unit owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, built-in cabinets or any other item, personal property, fixture, appliance, or equipment permitted to be excluded from the Condominium's insurance policy pursuant to Florida Statute, Section 718.111(11), as same may be amended or renumbered from time to time. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Coverage shall afford protection against:

(i) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement.

(ii) Such other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and including but not limited to, vandalism and malicious mischief.

(b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting accidents or occurrences on, about or in connection with the Insured Property or adjoining driveways and walkways, or any matters or things related to the Insured Property, with coverage as shall be required by the Board of Directors.

(c) Workman's Compensation and other mandatory insurance, when applicable.

(d) Fidelity Insurance. The Association shall obtain and maintain adequate fidelity bonding of all persons who control disburse funds of the Association in an amount not less than the minimum sum required by law. Persons who control or disburse are defined as those individuals authorized to sign checks, and the President, Secretary, and Treasurer of the Association. All persons providing management services to the Association and required to be licensed pursuant to law shall provide the Association certificate of insurance covering such persons under a fidelity bond in an amount not less than the minimum sum required by law.

(e) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association, and (ii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association, or by one or more Unit Owners.

3. Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association.

4. Premiums. Premiums upon insurance policies purchased by Association shall be paid by the Association as a Common Expense except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one or more Units or their appurtenances or of the Common Elements by particular Unit Owners shall be assessed against and paid by such Owners.

5. Insurance Trustee: Share of Proceeds. All insurance policies obtained by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their interests may appear, and shall provide

that all proceeds covering property losses shall be paid to the Insurance Trustee, if appointed, which may be designated by the Board of Directors and which, if so appointed, shall be a bank, or trust company in Florida with trust power, with its principal place of business in Broward County. The Insurance Trustee (if appointed) shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee (if appointed) shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the unit Owners and their respective mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

6. Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares, by the Association or the Associations Insurance Trustee (if so appointed) for each Unit Owner or First Institutional Mortgagee, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, except that the shares held by the Association for Unit Owners owning units secured by the Mortgage or Mortgages held by the Primary Institutional Mortgagee shall be held for the benefit of the Primary Institutional Mortgagee.

7. Insurance Shares or Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

8. Common Elements; Proceeds On Account Of Damage To Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

9. Unit; Proceeds On Account Of Damage To Units Shall Be Held In The Following Undivided Shares;

Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed in the manner elsewhere stated.

Common Elements and Units. When both Common Elements and those portions of the Unit insured by the Association are damaged by a common occurrence, the proceeds of insurance shall be allocated between damage to Common Elements, Limited Common Elements, and Units as the Board of Directors shall determine. It shall be presumed that when there are insurance proceeds received on account of a common Casualty or covered cause of loss under the Association's applicable insurance policy, but insufficient proceeds for Casualty or covered cause of loss repair (including but not limited to shortfalls occasioned by the existence of a deductible), that such shortfalls shall first be applied to Common Elements damage, and then to damage to Units and Limited Common Elements, it being the intent of this provision that when there is a common Casualty loss or covered cause of loss under the Association's applicable insurance policy causing significant damage to the premises, the shortfalls occasioned by deductibles shall be first apportioned to all Unit Owners in proportion to their share of the Common Elements and not applied first to Unit damage.

Mortgages. In the event that a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds.

10. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee (if appointed) shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) Expenses of Trust. All expenses of the Insurance Trustee (if appointed) shall be first paid or provision shall be made therefore.

(b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein.

Any proceeds remaining after defraying such costs shall be distributed to the Unit Owners, or, at the option of the Board, may be deposited in the Association's reserve fund.

(c) Failure to Reconstruct or Repair.

(i) If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among all Unit Owners in accordance with their applicable percentage interests in the Common Elements (with respect to proceeds held for

damage to the Insured Property), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Option Property, if any).

(ii) If the unit owner shall fail to commence reconstruction or repair within ninety (60) days following a casualty or to complete such repairs within one-hundred-eighty days (180) following a casualty, due to absence, illness, inability, or lack of funds, the Association shall have the authority to take such action on behalf of the unit owner and effect such minimum repairs as may be required. Such repairs shall repair the unit to the "AS-BUILT" condition as provided in the original plans and specifications of the Condominium Property. The Association may then bill the owner or the owner's share of any insurance proceeds for the cost of such repairs and collect such sums in the same manner as assessments pursuant to the Association's Declaration, Bylaws and Articles of Incorporation.

(d) Certificate. In making distributions to Unit Owners and their Mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

(e) Loss Assessment for Insufficient Proceeds. In the event that such insurance proceeds are insufficient to cover the cost of repairs or reconstruction (deficient), as a result of the percentage of building assessed value coverage, and such loss is not catastrophic/total and recovery is achievable by assessment, then the Board of Directors, at its sole discretion may decide that:

(i) A loss assessment may be calculated and apportioned equally as a common expense, a 1/184 share responsibility by each unit owner and special assessed to each unit owner accordingly.

(ii) The Association may assess the costs of such loss or repairs directly against the affected unit as an individual expense rather than as a Common Expense as provided above. The Association has recorded, with Broward County Records, a Certificate of Opt-Out. Document #109942765, Book 47801 Page 280, which "Opts-Out" of Florida Statue 718.111(11)(j)(k), and provides that the Association having opted out, defaults back to the provisions as originally provided in their Governing Documents. This means that following an insurable casualty event, that should insurance proceeds not be available to cover the costs of repairs to a damaged unit (such as an insurance deductible or any other uninsured loss), that as provided herein, the Association shall not be responsible to cover that loss, and that the Association is authorized to assess the costs of such loss or repairs directly against the affected unit as an individual expense rather than as a common expense of the Association.

The Association shall not be responsible to cover any uninsured loss or deductible on any individual policy held by a Unit Owner.

7. Association as Agent. The Association is hereby irrevocably appointed as agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and execute and deliver releases upon the payment of claim.

8. Unit Owners Personal Coverage. The insurance purchased by the Association shall not cover liability claims against the Unit Owner due to accidents resulting in injuries occurring within his unit, or of any other losses; casualty, theft, or the contents, real or personal property within his unit, nor shall it cover loss of use of the unit (moving and living expenses) while the unit may be undergoing reconstruction and repairs. It shall be the obligation of the individual unit owner, if such owner so desires, to purchase and pay for insurance for all risks not covered by the Associations Insurance Policy.

9. Insurance Trustee. The Board of Directors of the Association shall have the option in its sole discretion of appointing an Insurance Trustee hereunder. If the Association does not appoint such Trustee, the Association will perform directly all obligations imposed upon the Trustee by this Declaration.

XIII

RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY

1. Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property (as a result of fire or other casualty unless 75% or more of the Insured Property (is destroyed or substantially damaged and Unit Owners owning 80% or more of the Units and applicable interests in the Common Elements elect not to proceed with repairs or restoration, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property and the Insurance Trustee (if appointed) shall disburse the proceeds of all of the insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the Casualty or covered cause of loss under the Association's applicable insurance policy, provided however that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed three (3) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

a) If 75% or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning 80% of all Units and applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof, the Condominium Property will not be repaired and shall be subject to termination pursuant to Section 718.700 – 718.707, Florida Statutes. In such an event the proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements.

b) Whenever in this Section the words “promptly repair” are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days of the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if applicable) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired. Notwithstanding anything to the contrary contained herein to the contrary, the Insurance Trustee or the Association as applicable shall obtain the written consent to the determination to reconstruct or repair made pursuant to this Section XIII.

2. Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and Specifications for the original Improvements; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and if the damaged property which is to be altered is the Building or the Optional Property, then the Owners of not less than 80% of the Common Elements, including the Owners of all Units must approve the plans which are to be altered.

3. Responsibility. All reconstruction work after a Casualty or covered cause of loss under the Association’s applicable insurance policy for damaged items that the Association insures shall be undertaken by the Association. Unit Owners shall be responsible for reconstructing those items that the Unit Owners are required to insure. All required governmental permits and approvals must be obtained prior to commencing reconstruction. Assessments, if required, for the cost of the work shall be set forth in Article 13.5 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Article 9.10, in which event the Unit Owner shall be charged for the costs of such activities (including attorneys’ fees incurred by the Association) by the Association which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a Lien for Charges.

4. Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of cost to rebuild or repair.

5. Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction repair, the funds for payment are insufficient, assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion of the Owner’s respective shares in the Common Elements.

6. Construction Funds. The funds for payment of the costs of construction and repair, which shall consist of proceeds of insurance held by the Insurance Trustee (if appointed) and funds collected by the Association from Assessments against unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association If the total Assessments made by the Association in order to provide funds for payment of the costs of construction and repair which are the responsibility of the Association are more than \$10,000.00, then the sums paid upon assessments shall be deposited by the Association with the Insurance Trustee (if appointed). In all other cases, the Association shall hold the sums paid upon such Assessments and disburse the sums in payment of the costs of reconstruction and repair.

(b) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee (if appointed) by the Association from collections of assessments against the Unit Owners on account of such casualty, constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order;

(i) Association - Lesser Damage. If the amount of estimated costs of reconstruction and repair, which are the responsibility of the Association, is less than \$50,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association.

(ii) Association - Major Damage. If the amount of estimated costs of reconstruction and repair, which are the liability of the Association, is more than \$50,000.00, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Unit Owners. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance

may be used by the Association to effect repairs or improvements to the Common Elements (if not insured or if under-insured). The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owners bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner be paid an amount in excess of the estimated costs of repair for his portion of the Common Property. All proceeds must be used to effect repairs, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Common Property and promptly effect on the repairs. Any balance remaining after repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

(iv) Surplus. It shall be presumed that the first monies disbursed in the payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the construction and repair for which the fund is established, such shall be distributed to the reserve account of the Association.

(v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners Upon Assessments be deposited by the Association with the Insurance Trustee (pointed), nor to determine whether the disbursements from construction fund are to be made upon the order of the Association or upon the additional approval of an architect or otherwise, either a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee (if appointed) may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

XIV CONDEMNATION

1. Deposit of Awards with Insurance Trustee. The taking portions of the Condominium Property by the exercise of the power of Eminent Domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee (if appointed); and in the event or failure to do so, in the discretion of the Board of Directors of the Association, a Special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

2. Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking of Eminent Domain shall also be deemed to be a casualty.

3. Disbursements of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes all be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty or elsewhere in this Section XIV specifically provided.

4. Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Board), the award for the use of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium.

(a) Restoration of Unit. The Unit shall be made habitable, if the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(b) Distribution of Surplus. The balance of the award in respect to the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit.

(c) Adjustment of Shares in Common Element. If the area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements, and of the Common Expenses, and Common Surplus appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

The shares of all unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:

(i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

(ii) divide each percentage for each Unit after on as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

5. Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a unit that it cannot be made habitable (in the sole opinion of the Board), the award for the taking of the Unit shall be used for the following purposes and the following changes shall be made to the Condominium:

(a) Payment of Award. The awards shall be paid first to the Primary Institutional Mortgagee and the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units in amounts not to exceed the market value of the applicable units immediately prior to the taking (with credit being given for payments previously reserved for the Primary Institutional Mortgagee and respective Institutional First Mortgagees). The balance, if any, shall be applied to repairing and replacing the Common Elements.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner provided by the Board of Directors of the Association; provided that if the cost of the work therefore shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(c) Adjustment of Shares. The shares in the Common Elements, Common Expenses, and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

(i) add the total of all percentages of all Units of Continuing Owners prior to this adjustment, but after any adjustments made necessary by subsection 4(c) hereof (the "percentage Balance"); and...

(ii) divide the percentage of each Unit of a Continuing Owner prior to this adjustment, but after any adjustments made necessary by subsection 4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

(d) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

(e) Arbitration. If the market value of a unit prior to the taking cannot be determined by agreement between the Unit Owners and Mortgagees of the unit and the Board within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such shares effected pursuant hereto by reason of the taking.

6. Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association, provided, that if the cost of such shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

7. Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and in the Common Expenses and Common Surplus that are effected in the taking shall be evidenced by an amendment to this Declaration Condominium that is only required to be approved by, and executed upon the direction of, a majority of the Directors of the Association and the primary Institutional Mortgagee.

XV

OCCUPANCY AND USE RESTRICTIONS

In order to provide for congenial occupancy of the Condominium property and for the protection of the values of the Units, the Condominium shall be restricted to and shall be in accordance with the following provisions:

1. Occupancy. An Owner may be an individual, corporation, partnership, trust, or other fiduciary. A unit may only be occupied by the following persons, and such persons' families and guests: (i) the individual Owner, (ii) an officer, director, stockholder or employee of the Corporation, (iii) a partner or employee or such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the unit (as described below).

1.1 Occupants of an approved lease or subleased unit must be the following persons, and such persons' families and guests: (i) an individual lessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee.

1.2 Each Unit shall be used as a single family residence only. Under no instances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, and children. No more than four (4) persons, plus two (2) Guests, may occupy a Unit. No Guest(s) may reside in a Unit as a or for any reason occupy the Unit on an overnight basis for more than three (3) weeks in a calendar year unless said person's occupancy has been specifically approved by the Association, through the Board of Directors.

1.3. Home Office. Unit Owners and Occupants may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers, or clients, or employees, coming onto the Condominium Property, or the posting of any signage in the Condominium, or the storage of any equipment, products, or materials in the Condominium. No other business or commercial use is permitted.

2. Pets, Tenants, and Guests. Unit Owners may keep pets as shall be regulated in the Rules and Regulations. Guests shall not be permitted to have pets or bring pets upon the Condominium Property.

3. Alterations. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. Without limiting the generality of Sections XI, 2 and 3, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto, or Common Elements, including, but not limited to, painting or decorating of any nature, install any electrical wiring, television antenna, machinery or air-conditioning units or in any manner changing the appearance of any portion of the Building, without obtaining the prior written consent of the Board (in the manner specified in Section XI, 2 and 3).

4. Use of Common Elements. The Common Elements shall be only for furnishing of the services and facilities for which are reasonably suited and which are incident to the use and occupancy of Units. The Common Elements may not be used by Unit Owners for religious, commercial or business purposes, to include, but not be limited to, meetings of businesses and sales group(s), except as permitted by Statute. It is understood that the association may collect a security deposit pursuant to Chapter 718, Florida Statutes and in such amount as provided by Board Rules and Regulations for the exclusive use of the common elements, or any portion thereof, as provided by Statute. Furthermore, the Association may require that a separate fee as determined by the Board of Directors at its sole discretion be charged for exclusive use of the common elements, as well as that a portion of the deposit money be kept by the Association to attend to security, cleanup, and repairs. It is understood that the Association does not warrant the provision of such security, cleanup, or repairs, and may hold any Unit Owner responsible for provision of same and for additional monies to attend to the cleanup and repairs when security deposit is insufficient.

5. Nuisances. The Condominium Property shall not be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, or shall create a hazard or endanger other members of the community nor which shall unreasonably interfere with the quiet possession or enjoyment of the Condominium Property, nor which becomes a source of annoyance to the Condominium Residents or management or which will increase insurance rates. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such residents. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances.

6. No Improper Use. No improper, offensive, hazardous, or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction there over, for example but not limited to City of Deerfield Beach and Broward County, shall be observed. Violations of laws, orders, rules having jurisdiction over, relating to any portion of the Condominium Property, shall be complied with by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property as elsewhere herein set forth. The Sheriff of Broward County has been given the right to enter the property and enforce all laws of Broward County.

7. Approval Fee; Security Deposit. Every request for approval of a proposed sale, lease, or other transfer, whether by devise, inheritance or otherwise, shall be accompanied by an approval fee, per applicant, in the highest amount permitted by law, or such lesser amount as the Board may, from time to time determine by duly adopted rule. The approval fee shall be paid with the giving of the notice of transfer, and the notice of transfer shall not

be complete unless and until the approval fee is paid. The time frame for approval of the transfer shall not begin to run until all documentation has been received, including any additional documentation or information reasonably requested by the Association, and the approval fee is paid. In the event payment of the approval fee is in a form other than cash, cashier's certified check or money order, payment shall not be deemed received unless and until the funds have cleared. In addition to such approval fee, in the event of a lease of a unit, the unit owner shall place a security deposit, in the highest amount permitted by law, or such lesser amount as the Board may, from time to time, determine by duly adopted rule, into an escrow account maintained by the Association. The security deposit shall protect the Association from damages to the common elements of the property by acts of omission, negligence, accident(s), or willful act(s) of vandalism of the Occupant(s), or liability claims for injury by the Occupant(s).

8. Exterior Improvements: Landscaping. Without limiting the generality of Sections XI 2 and 3 or Paragraph 3 of this section, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, balconies or windows of the Building (including but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, nor to paint, stain or in any other manner change the appearance of the fencing used to enclose a Unit's yard area, without the written consent of the Association.

9. Hurricane Shutter Installation. Unit Owners are permitted to install hurricane shutters in accordance with the following specifications:

(a) All facets of installation and maintenance of said shutter must be in accordance with Federal, State, County, and Municipal statutes, codes and guidelines, and Unit Owner shall covenant that Unit Owner, and their heirs and assigns shall attend to said maintenance.

(b) Hurricane shutters must be in a color in accordance with the Association's Rules and Regulations in the same or substantially similar hue as existent shutters.

(c) Hurricane shutters shall be of the construction type identified in the Rules and Regulations only. Unit Owners shall be required to execute a Covenant to Run with the Land which will obligate the Unit Owner, their heirs and assigns, to maintain and repair said shutters.

(d) Failure to abide by the governing terms of this provision shall be basis for removal of hurricane shutters by the Association. All costs incurred in such removal, including any attorney's fees and costs, shall be borne by the Unit Owner.

10. Window Treatments. No unit shall display in a Units window, where such window is visible from anywhere outside of the unit, any window treatment except as permitted pursuant to the Rules and Regulations addressing window treatments.

11. Signs. No Unit Owner shall affix to any part of the common elements, or to portions of the Unit, or visible from the common elements, or any sign, writing, graphic design, notice, or other lettering, which shall be exhibited, displayed, inscribed or painted on any part of the condominium property. Such prohibitions shall included including windows of buildings, and the placement of signs, advertisements or graphic designs in or upon vehicles parked on condominium property. The exceptions are the signs used by the Association.

XVI

SELLING, LEASING, AND MORTGAGING OF UNITS

No Unit Owner may sell or lease his Unit or any interest therein except by complying with the following provisions, and all transfers are subject to approval. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

1. Approval of Sale or Other Transfer. No Unit Owner may dispose of a Unit or any interest in same by sale or other title transfer without prior written approval of the Board of Directors. No Unit Owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option, or other similar transactions) without prior written approval by the Board of Directors. If the proposed transaction is a sale or transfer, then the intended purchaser must then make application for approval with the Association. Title may not be held by more than two (2) natural persons who must be members of the same family, as that term is defined herein above, or by more than one (1) entity / fictitious name. No person(s) jointly or individually, or permitted entity / fictitious name, may own an interest, directly or indirectly, in more than three (3) units in the Condominium. Owners with more than three (3) units, on or before the date of recording of this document, may continue ownership with no further increase in number of units owned. When Owners that own more than three (3) units sell or otherwise transfer title to a unit, the maximum number of units that may be owned by such owner shall be reduced accordingly until compliance to the limit of three (3) units is achieved.

1.1 Notice to Board of Directors – Sale or Other Transfer. A Unit Owner intending to make a bona fide sale or other title transfer of his Unit or any interest in it, including gifts, transfers to artificial entities, and the grant of partial estates, shall give to the Board of Directors notice of such intention, together with the name and address of the intended grantee, an executed copy of the purchase contract and its exhibits, or other documentation evidencing the transfer and such other information concerning the intended grantee and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Unit Occupants. Within thirty (30) days after receipt of such notice and information, including a personal interview if requested by Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction.

1.2 Notice to Board of Directors -Gift. If any Unit Owner is to acquire his title by gift, his ownership of his Unit shall be subject to the prior approval of the Board of Directors. Notice and any requested information must be given, to the Board of Directors, at least thirty (30) days prior to the intended closing or title transfer date. Then within thirty (20) days after receipt of such notice and information, including a personal interview if requested by the Board of Directors, the Board of Directors must either approve or disapprove the intended transfer of the unit.

1.3 Notice to Board of Directors -Devise or Inheritance. If any person shall acquire his title by devise, inheritance or through other succession laws, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. A Unit Owner who has obtained his title by devise or inheritance, or operation of succession laws, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Unit Owner as the Board of Directors may reasonably require (including that set forth in Article 17.3.1.1 hereof), and a certified copy of the instrument evidencing the Owner's title. Then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by the Board of Directors, the Board of Directors must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit.

1.4 Notice to Board of Directors -Other Transfers. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined below

1.5 Failure to Give Notice. If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

1.6 Approval of Occupant. If the grantee is a corporation, partnership, trust, limited liability company, other entity, or more than one individual who are not husband and wife or Domestic Partners, the approval of ownership by the corporation, partnership, trust, other entity, or multiple persons shall be conditioned upon approval of a Primary Occupant.

2. Disapproval by Board of Directors. If the Board of Directors shall disapprove a transfer or continuance of ownership of a Unit, the matter shall be disposed of in the following manner:

2.1 Sale or Other Arms-Length Transaction to Bona Fide Third Party. If the proposed transaction is a sale or other arms-length transfer to a bona fide third party purchaser, and has been disapproved *without good cause*, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors, or the Association itself, who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

2.2 Purchase Price. At the option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Unit Owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to itself purchase the Unit, or provide a purchaser, or if a purchaser furnished by the Association or the Association shall default in his/their agreement to purchase, then

notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval.

2.3 Gifts; Devise; Inheritance; Familial Transfers. If the Unit Owner giving notice has acquired or will acquire his title by gift, devise, inheritance, or succession laws or in any other manner, and if the Board wishes to disapprove the transfer or continuance of ownership *without good cause*, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

2.3.1 Sale Price. The sale price shall be the fair market value determined by agreement between the grantor and grantee within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, or where transfers are made for less than bona fide value, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit Owner, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

2.3.2 The purchase price shall be paid via cash or cashier's check. The sale shall be closed within ten (10) days following the determination of the sale price. If the Association shall fail to purchase the Unit or provide a purchaser, or if the Association or a purchaser furnished by the Association shall default in his/their agreement to purchase, then notwithstanding the disapproval, such transfer ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided

2.4 Good Cause for Disapproval – Sale or Transfer. Disapproval of title transfers or the continuation of ownership, pursuant to this Article XVI, shall be made by the Board of Directors if it is determined that the applicant does not facially qualify for membership in the Association, or if the proposed transaction will result in a violation of the Condominium Documents. Only the following may be deemed to constitute good cause for disapproval on the grounds that the proposed purchaser does not facially qualify for membership in the Association or the proposed transaction will result in a violation of the Condominium Documents:

Good Cause for Disapproval of applicant shall be warranted if:

a) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed Occupants or Residents) intends to conduct himself in a manner inconsistent with the Condominium Documents;

b) The applicant seeking approval (which shall hereinafter include all proposed Occupants) has been convicted of a felony or has pleaded no contest to a:

- (i) felony involving violence to persons, theft, arson or destruction of property within the past twenty (20) years; or
- (ii) felony demonstrating dishonesty or moral turpitude within the past ten (10) yrs; or
- (iii) felony involving illegal drugs within the past ten (10) years; or
- (iv) any other felony in the past five (5) years; or
- (v) felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred;

(c) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred;

(d) The person seeking approval is currently on probation or community control;

(e) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts;

(f) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Condominium or other residences as a Tenant, Resident, Occupant, Guest or Owner;

(g) The person seeking approval failed to provide complete information, fees or appearance required to

process the application in a timely manner, or has made material misstatements, falsified facts, or withheld material or information during the application process;

(h) Background check reveals a prior history of complaints or evictions, bankruptcy, such that the application at prima facie, or the conduct of the applicant, indicates an intent to continue to act in a manner, or manifest behavior, or perpetuate conduct which is inconsistent with the Association's governing documents;

(i) The Unit Owner requesting the transfer has had fines assessed against him or her which have not been paid; or,

(j) All Assessments and other Charges against the Unit have not been paid in full, to either the Association or First Institutional Mortgagee.

(k) The applicant seeking approval does not have a minimum "good" credit score. The minimum score shall be the average "good" credit score for the top three credit agencies, TransUnion, Experian, and Equifax (typically 680 or higher, and may change from time to time).

2.5. Certificate of Denial - Sale. If the Association shall disapprove/deny a sale /transfer or ownership of a unit for good cause, then within thirty (30) days from receipt of such application and all required information, the Association shall deliver by certified mail, return receipt requested, a Certificate of Denial, executed by the proper officers of the Association. If the Association shall fail to tender said document within said time period, the action shall be deemed to have been approved and the Association shall furnish a Certificate of Approval as herein provided. If the Board disapproves a transfer for good cause, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board.

2.6. Statement of Non Discriminatory Compliance. In no event shall the Association disapprove or deny a proposed applicant on the basis of race, gender or gender identity, religion, national origin, or physical or mental handicap, marital status, sexual orientation, or political affiliation.

3. Transfer Fee -- Sale or Transfer of Unit. The Association may charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction. The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract. If the application shall be disapproved, the Association shall have no obligation to refund such fee.

4. Leasing. The lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The term "Tenant" and "Lessee" shall likewise be used interchangeably for the purpose of this Declaration.

4.1 Leasing of Units - Application. Any Unit Owner intending to lease his unit or to renew a lease, shall furnish the Association with a copy of the proposed lease, the name of the proposed Lessee, the names of all proposed Residents, an application, and such other requested information as the Association may reasonably require, at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. All leases must be in writing. All Owners and prospective tenants will be required to execute an *Association prepared lease addendum* to be submitted with the lease application submittal. Any lease application submittal that does not include the Association prepared lease addendum executed by the Owner and the prospective tenant shall be considered an incomplete application. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the Tenant/Resident interview (if required), by sending written notification to the Unit Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. If the Association disapproves a proposed lease or renewal or extension, the Unit Owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. The Association shall neither have a duty to provide an alternate Lessee nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors, nor shall incur any liability for loss of rental income due to such denial.

4.1.1 Tenant Conduct, Lease Addendum All leases shall be on a uniform form of lease and include An Association prepared lease addendum, Uniform leases, addenda and all other leases will provide, or be deemed to provide, that the Tenants have read and agreed to be bound by this Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents").

The uniform lease and lease addendum, and other leases shall further provide, or be deemed to provide, that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law.

4.2 Association Remedies. If a Tenant, Resident, other Unit Occupant, Guest or Invitee fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests or Invitees and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his Tenant's conduct (and that of the other Unit Residents, Occupants, Guests or Invitees) into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant into compliance with the Condominium Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Condominium Documents (or the noncompliance of other Residents, Occupants, Guests or Invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide, that the Association shall have the authority to direct that all rental income related to the Unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including but not limited to all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection. Except as hereinbefore set forth, the form of such lease shall contain such other modifications as shall be approved in writing by the Board of Directors.

4.2.1 Compliance with Condominium Act and Governing Documents. Each tenant and other invitee shall be governed by, and shall comply with the provision of the Condominium Act, as same may be amended or renumbered from time to time, The Declaration, Articles, By-Laws and Rules and Regulations of the Association, and the provisions thereof shall be deemed expressly incorporated into the lease of a unit. Actions for damages, injunctive relief, eviction or removal of the tenant or other invitee or occupant of a unit, for failure to comply with said provisions, may be brought by the Association against any tenant leasing a unit and any other invitee occupying a unit, and the provisions hereof shall deemed expressly incorporated into any lease of a unit.

4.2.2 Lease Termination for Non Compliance Any lease executed shall be consistent herewith, and with the By-Laws and rules and regulations, and shall provide specifically that: (i) the Board of Directors shall have the power, but not be obligated, to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of: (a) a default of the tenant in the performance of its obligations under such, or (b) foreclosure of the lien granted under the Act. Such lease shall also comply with any and all provisions of this Declaration and all appurtenant documents.

4.3 Additional Occupants. Any person occupying the Unit as a Resident after initial approval shall be subject to a separate application and approval process.

4.4 Rent Sharing and Subletting. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited.

4.5 Term of Lease. All leases shall be for a minimum period of ninety (90) days (or three calendar months) and no Unit may be leased more than one (1) time per calendar year, unless made more restrictive by the Board of Directors. Leases may be extended or renewed, subject to Board approval.

4.6 Board Right of Approval. The Board of Directors shall have the authority to approve or disapprove all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a Unit as a Tenant, Family member of a Tenant, Resident, or otherwise without prior approval of the Board of Directors. All leases shall be approved in advance of occupancy. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Residents as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Residents of a Unit as a condition for approval. If the application is approved, Association shall have thirty (30) days from the receipt of notice and all required information within which notify the proposed Lessees or Resident. The Association shall give the Unit Owner written notice of its decision within said period.

4.6.1 Good Cause for Disapproval - Lease Application. If the proposed applicant seeking approval (which shall hereinafter include all proposed Occupants or Residents) has met one or more criteria as provided previously in subsection (2.4), "Good Cause for Disapproval", then Association shall have thirty (30) days from the receipt of notice and all required information within which to disapprove of the proposed lease or proposed Lessees or Resident. The Association shall give the Unit Owner written notice of its decision within said period.

4.7 Waiting Period. No lease application will be approved during the first twenty-four (24) months of ownership of a particular unit, except in cases of gift or inheritance. Subsequent to the first twenty-four (24) months of ownership, a Unit Owner may lease or rent the Unit not more than once in any twelve (12) month period for a term not less than three (3) months nor more than one (1) year. In the event of conveyance of title with an approved occupant in possession under lease, said moratorium against leasing during the first twenty-four (24) months of ownership shall commence upon expiration of lease. All leases must comply with the terms and conditions set forth in the Declaration and supporting documents.

In the event a unit is transferred with an existing Association approved tenant, such tenant shall be permitted to remain in the unit until the end of the approved lease without any extensions. Upon termination of said lease, the new owner could not lease the Unit during the twenty-four (24) months of ownership after the expiration of the lease that existed when the unit was transferred. The intent of this paragraph is that a unit owner cannot lease the Unit for the first twenty-four (24) months of ownership or for twenty-four (24) months after the expiration of the carryover lease pursuant to the transfer of the unit.

4.8 Security Deposit. The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective Lessee or Unit Owner place a security deposit in an amount as may be determined by the Board of Directors, into an escrow account maintained by the Association to protect against damage to the Common Elements or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2015) as amended from time to time.

5. Violations, Sale or Lease. Any unauthorized sale, lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association. The Unit Owner shall be deemed to have authorized and empowered the Board to institute legal proceedings to evict the purported tenant (in case of an unauthorized leasing) in the name of said Unit Owner as the purported landlord. Said Unit Owner shall reimburse the Association for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

6. Exceptions, Sale or Lease. The foregoing provisions of subsection (2), for any proper officer conducting either sale or lease, shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, or other mortgagee approved by the Association that acquires its title as the result of foreclosure or owning a purchase money first mortgage upon the Unit concerned, or other lien covering such unit, or the Primary Institutional Mortgagee, or any Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage, or acceptance of a deed in lieu of foreclosure; ; this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. However, a transferee or lessee of such Primary or Institutional Mortgagee shall subsequently be required to be approved by the Association and shall be evaluated in accordance with the criteria provided in subsection (2) and all other terms of the Condominium Documents as a condition of ownership and holding title to a Unit in Tivoli Trace Condominium Association.

7 No Severance of Ownership. No part of the Common or Limited Common Elements may be sold, conveyed or otherwise disposed except as an appurtenance to the Unit in connection with a sale. Conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common and Limited Common Elements.

8. Certificate of Approval Sale or Lease. Upon receipt of application, and within thirty (30) days from receipt of such application and information, if approved, a certificate executed and acknowledged by an officer of the Association stating that the provisions of this section have been satisfied by the applicant shall be conclusive with respect to all persons who rely on such certificate in good faith. The Board of Directors shall furnish such certificate upon request and upon such satisfaction. No fee shall be charged by the Association in connection with the furnishing of such certificate in excess of the charges reasonably required for same.

9. Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the Unit as provided herein.

10. Transfer Fee – Lease. The Unit Owner or Lessee seeking approval of a lease of a Unit shall pay a transfer fee for each applicant in an amount determined by the Board, which unless otherwise specified, shall be the maximum amount permitted by law. If the application shall be disapproved, the Association shall have no obligation to refund such fee.

11. Mortgage of Units. Each Unit Owner shall have the right to mortgage his unit without restriction.

XVII COMPLIANCE AND DEFAULT

The term Owner liability shall mean the Owner and the Owners liability and responsibility for his Occupant(s). Each Unit Owner and all Occupant(s) of the Owners Unit, for which the Owner is liable and responsible for, and which may include but is not limited to a spouse by marriage or living in common law, room-mate, children, relatives, friends, guests, agents, or service personnel, which may occupy the owners Unit, or which may be engaged in service to the Owner, and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws, Rules and Regulations, and all exhibits annexed hereto, or amendments and exhibits, which may be adopted or amended pursuant to these documents from time to time. The Association and the Owners, if appropriate, shall be entitled to the following relief in addition to the remedies provided by the Act:

The Association (and Unit Owners, if appropriate, shall be entitled to the following relief in addition to the remedies provided by the Act:

1. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or that of any member of his family or his or their guests employees agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance actually collected, in respect to such negligence, by the Association.

2. Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, Is to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable Rules and Regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a Court of Equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages. In addition, the Association shall have the right, for itself and employees and agents, to enter the Unit and perform the necessary work to enforce compliance with the above provisions, without having committed a trespass. Additionally, as elsewhere indicated the Association shall have the right to assess fines in compliance with the provisions of the Rules and Regulations attached hereto as Exhibit D.

3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees) as may be awarded by the court.

4. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their rights to do so thereafter.

5. Pre-Litigation Attorney Fees. In the event that litigation is required to enforce this Declaration, the prevailing party shall be entitled to reimbursement of its costs and attorney's fees, including appeals. In the event that the Association is required to engage the services of an attorney to seek enforcement of any provisions of this Declaration, the Articles of Incorporation, the BY-Laws and the Rules and Regulations of the Association, and the Unit Owner complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorneys fees so incurred from the Unit Owner, regardless of whether litigation is necessary for the enforcement. The costs and attorneys fees so incurred shall be deemed to be a special assessment against the Unit and collectible in the same fashion as any other assessment.

XVIII TERMINATION OF CONDOMINIUM

The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of condominium Property from the provisions of the Act is authorized by a vote of Owners of at least 80% of the Units and applicable interests in the Common Elements (after 20% of the Units have been sold to Unit Owners other than the Developer, the Developer will not vote the Units owned by it for such withdrawal unless the Owners of at least 80% of all other Units and applicable interests in the Common Elements so elect for such withdrawal, at which time the Developer may choose to vote either in favor of or against withdrawal from Condominium Ownership, as it sees fit), and by the Primary Institutional Mortgagee. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by a Unit Owner, Mortgagee, or lienor, as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion of sale and shall be divided among all Unit Owners in proportion to respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said Certificate shall be recorded among the public records of Broward County. This section may not be amended without the consent of all Institutional First Mortgagees and the Developer so long as it owns any Unit.

XIX COVENANT RUNNING WITH THE LAND

All provisions of this Declaration of Condominium, the Articles of Incorporation, By-Laws, and applicable Rules and Regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof interest therein, and all of the provisions hereof and thereof be binding upon and inure to the benefit of the Developer subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration of Condominium, and the Articles of Incorporation, By-Laws, and applicable Rules and Regulations as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration of Condominium, and the Articles of Incorporation, By-Laws, the applicable Rules and Regulations of the Association as they may be amended from time to time, by such Unit Owner, tenant or occupant.

XX ADDITIONAL PROVISIONS

1. Notices. All notices to the Association required or desired here under hereunder or under the By-Laws or Rules and Regulations of the Association shall be sent by certified mail (return receipt requested) to the Association c/o its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any owner may be sent by electronic transmission in accordance with law, or via first class mail to the Condominium Address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed in a properly addressed, postage paid sealed wrapper, except notices of changes of address which shall be deemed to have been given when received, or five (5) days after mailing, whichever shall first occur, or when electronically transmitted to the electronic address of the owner of the unit furnished to the Association by the unit owner.

2. Interpretation. The Board of Directors of the Association be responsible for interpreting the provisions hereof and any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

3. Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits annexed hereto which under the Act are required to be part of the Declaration.

4. Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefore, and whenever the signature of the secretary of the Association is required hereunder, the signature of an assistant secretary may substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

5. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida and any proceedings shall be brought in Broward County, Florida.

6. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof.

7. Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may occur.


8. Ratification. Each Unit Owner, by reason of having acquired ownership {whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration of Condominium, the Articles of Incorporation, the By-Laws of the Association, and applicable Rules and Regulations, are fair and reasonable in all material respects.

9. Gender: Plurality. Whenever the context so permits, the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

10. Captions. The captions herein and in the Exhibits annexed hereto are inserted only as matter of convenience and for reference and in no way define, limit or describe the scope of the particular document or any provision thereof.

11. Primary Institutional Mortgagee. Notwithstanding anything to the contrary contained elsewhere within this Declaration, all of the rights of the Primary Institutional Mortgagee shall terminate at such time as the Primary Institutional Mortgagee's Mortgage of record as of the time of recordation of this Declaration have been satisfied.

The foregoing were amended and restated as the Declaration of Condominium of TIVOLI TRACE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on the 15th day of March 2017.


Robert S. Ranta, President


Harriet Dinkowitz, Secretary

EXHIBIT A

LEGAL DESCRIPTIONS
("Condominium Plat")

LEGAL DESCRIPTION - SITE

RECREATIONAL PARCLES AND COMMON DRIVEWAYS AND PARKING AREAS

TIVOLI TRACE

A parcel of land lying in Section 1, Township 48 South, Range 42 East, Broward County, Florida, being a portion of Parcels "H", "J", "L", and "Q", "VILLAGES AT TIVOLI", according to the plat thereof as recorded in Plat Book 121, Page 15, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Southeast corner of Parcel "J", thence N. 38° 30' 13" E. along the East line of Parcel "J", a distance of 103.97 feet; thence N. 54° 12' 14" W., a distance of 427.84 feet; thence N. 81° 22' 19" W., a distance of 134.94 feet; thence S. 67° 56' 21" W., a distance of 205.01 feet; thence N. 79° 41' 58" W., a distance of 28.45 feet to an intersection with the Easterly Right-of-Way line of that 80 foot ingress-Egress Easement recorded in Official Record Book 12622, Page 856 of the Public Records of Broward County, Florida; thence Southerly and Westerly along said Right-of-Way line along the Arc of a Circular curve to the right having a radius of 330.00 feet, whose radius point bears N. 79° 41' 58" W. with a central angle of 95° 30' 14", an arc distance of 550.06 feet; thence S. 01° 53' 02" E., a distance of 396.92 feet; to an intersection with the South line of said Parcel "L", thence N. 86° 06' 58" E., along said South line a distance of 780.50 feet; thence N. 38° 30' 12" E., a distance of 412.00 feet to the POINT OF BEGINNING.

Said lands situate in the City of Deerfield Beach, Broward County, Florida, Containing 12.0093 acres, more or less.

CONDOMINIUM No. 1 (677 Trace Circle)

A portion of Parcels "H", "J", "L", and "Q", "VILLAGES AT TIVOLI", as recorded in Plat Book 121, Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "J"; thence S. 38° 30' 12" W. along the Southeasterly line of said parcel "L", a distance of 412.01 feet; thence S. 86° 06' 58" W. along the South line of said Parcel "L", a distance of 467.07 feet; thence N. 03° 53' 02" W., a distance of 321.49 feet to the POINT OF BEGINNING of this description; thence N. 16° 58' 11" W., a distance of 68.33 feet; thence S. 73° 01' 49" W., a distance of 283.00 feet; thence S. 16° 58' 11" E., a distance of 68.33 feet; thence N. 73° 01' 49" E., a distance of 283.00 feet to the POINT OF BEGINNING.

Said lands situate in the City of Deerfield Beach, Broward County Florida.

Subject to Easements and Rights-of-Way of Record.

CONDOMINIUM No. 2 (655 Trace Circle)

A portion of Parcels "H", "J", "L", and "Q", VILLAGES AT TIVOLI, as recorded in Plat Book 121, Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "J"; thence S. 38° 30' 12" W., along the Southeasterly line of said Parcel "L", a distance of 412.01 feet; thence S. 86° 06' 58" W., along the South line of said Parcel "L", a distance of 763.21 feet; thence N. 03° 53' 02" W., a distance of 59.63 feet to the POINT OF BEGINNING of this description; thence N. 88° 06' 58" E., a distance of 68.33 feet; thence N. 01° 53' 02" W., a distance of 195.33 feet; thence S. 88° 06' 58" W., a distance of 68.33 feet; thence S. 01° 53' 02" E., a distance of 195.33 feet to the POINT OF BEGINNING.

Said lands situate in the City of Deerfield Beach, Broward County Florida.

Subject to Easements and Rights-of-Way of Record.

CONDOMINIUM No. 3 (632 Trace Circle)

A portion of parcels "H", "J", "L", and "Q", VILLAGES AT TIVOLI, as recorded in Plat Book 121, Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "J"; thence S. 38° 30' 12" W., along the Southeasterly line of said Parcel "L", a distance of 412.01 feet; thence S. 86° 06' 58" W., along the South line of said Parcel "L", a distance of 491.25 feet; thence N. 03° 53' 02" W., a distance of 15.20 feet to the POINT OF BEGINNING of this description; thence continue N. 03° 53' 02" W., a distance of 68.33 feet; thence S. 86° 06' 58" W., a distance of 195.33 feet; thence S. 03° 53' 02" E., a distance of 68.33 feet; thence N. 86° 06' 58" E., a distance of 195.33 feet to the POINT OF BEGINNING.

Said lands situate in the City of Deerfield Beach, Broward County Florida.

Subject to Easements and Rights-of-Way of Record.

CONDOMINIUM No. 4 (610 Trace Circle)

A portion of Parcels "H", "J", "L", and "Q", VILLAGES AT TIVOLI, as recorded in Plat Book 121, Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "J"; thence S. 38° 30' 12" W., along the Southeasterly line of said Parcel "L", a distance of 412.01 feet; thence S. 86° 06' 58" W., along the South line of said Parcel "L", a distance of 285.91 feet; thence N. 03° 53' 02" W., a distance of 15.20 feet to the POINT OF BEGINNING of this description; thence continue N. 03° 53' 02" W., a distance of 68.33 feet; thence S. 86° 06' 58" W., a distance of 195.33 feet; thence S. 03° 53' 02" E., a distance of 68.33 feet; thence N. 86° 06' 58" E., a distance of 195.33 feet to the POINT OF BEGINNING.

Said lands situate in the City of Deerfield Beach, Broward County Florida.

Subject to Easements and Rights-of-Way of Record.

CONDOMINIUM No. 5 (588 Trace Circle)

A portion of Parcels "H", "J", "L", and "Q", VILLAGES AT TIVOLI, as recorded in Plat Book 121, Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "J"; thence S. 38° 30' 12" W., along the Southeasterly line of said Parcel "L", a distance of 395.33 feet; thence N. 51° 29' 48" W., a distance of 4.27 feet to the POINT OF BEGINNING of this description; thence N. 03° 53' 02" W., a distance of 68.33 feet; thence S. 86° 06' 58" W., a distance of 283.00 feet; thence S. 03° 53' 02" E., a distance of 68.33 feet; thence N. 86° 06' 58" E., a distance of 283.00 feet to the POINT OF BEGINNING.

Said lands situate in the City of Deerfield Beach, Broward County Florida.

Subject to Easements and Rights-of-Way of Record.

CONDOMINIUM No. 6 (567 Trace Circle)

A portion of Parcels "H", "J", "L", and "Q", VILLAGES AT TIVOLI, as recorded in Plat Book 121, Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "J"; thence S. 38° 30' 12" W., along the Southeasterly line of said Parcel "L", a distance of 19.53 feet; thence N. 51° 29' 48" W., a distance of 79.70 feet to the POINT OF BEGINNING of this description; thence continue N. 51° 29' 48" W., a distance of 68.33 feet; thence S. 38° 30' 12" W., a distance of 283.00 feet; thence S. 51° 29' 48" E., a distance of 68.33 feet; thence N. 38° 30' 12" E., a distance of 283.00 feet to the POINT OF BEGINNING.

Said lands situate in the City of Deerfield Beach, Broward County Florida.

Subject to Easements and Rights-of-Way of Record.

CONDOMINIUM No. 7 (545 Trace Circle)

A portion of Parcels "H", "J", "L", and "Q", VILLAGES AT TIVOLI, as recorded in Plat Book 121, Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "J"; thence S. 38° 30' 12" W., along the Southeasterly line of said Parcel "L", a distance of 52.22 feet; thence N. 51° 29' 48" W., a distance of 168.90 feet to the POINT OF BEGINNING of this description; thence continue N. 35° 47' 46" E., a distance of 68.33 feet; thence N. 54° 12' 14" W., a distance of 283.00 feet; thence S. 35° 47' 46" W., a distance of 51.66 feet; thence S. 54° 12' 14" E., a distance of 6.39 feet; thence S. 35° 47' 46" W., a distance of 16.67 feet; thence S. 54° 12' 14" E., a distance of 276.61 feet to the POINT OF BEGINNING.

Said lands situate in the City of Deerfield Beach, Broward County Florida.

Subject to Easements and Rights-of-Way of Record.

CONDOMINIUM No. 8 (522 Trace Circle)

A portion of Parcels "H", "J", "L", and "Q", VILLAGES AT TIVOLI, as recorded in Plat Book 121, Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "J"; thence S. 38° 30' 12" W., along the Southeasterly line of said Parcel "L", a distance of 96.85 feet; thence N. 51° 29' 48" W., a distance of 377.84 feet to the POINT OF BEGINNING of this description; thence continue N. 46° 32' 30" W., a distance of 68.33 feet; thence S. 43° 27' 30" W., a distance of 283.00 feet; thence S. 46° 32' 30" E., a distance of 68.33 feet; thence N. 43° 27' 30" E., a distance of 283.00 feet to the POINT OF BEGINNING.

Said lands situate in the City of Deerfield Beach, Broward County Florida.

Subject to Easements and Rights-of-Way of Record.

CONDOMINIUM No. 9 (523 Trace Circle)

A portion of Parcels "H", "J", "L", and "Q", VILLAGES AT TIVOLI, as recorded in Plat Book 121, Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "J"; thence S. 38° 30' 12" W., along the Southeasterly line of said Parcel "L", a distance of 101.18 feet; thence N. 51° 29' 48" W., a distance of 523.09 feet to the POINT OF BEGINNING of this description; thence continue N. 46° 32' 30" W., a distance of 68.33 feet; thence S. 46° 32' 30" W., a distance of 195.33 feet; thence S. 46° 32' 30" E., a distance of 68.33 feet; thence N. 46° 32' 30" E., a distance of 195.33 feet to the POINT OF BEGINNING.

Said lands situate in the City of Deerfield Beach, Broward County Florida.

Subject to Easements and Rights-of-Way of Record.

Note: When the Developer deeded the 9 building properties to the Tivoli Trace Property Owners, the following legal descriptions were minused (-) from the Declaration of Condominium and included in the Tivoli Trace Property Owners Declaration of Covenants and Restrictions:

Legal Descriptions Minused from Declaration of Condominium:

Condominium #1	677 Trace Circle, Deerfield Beach Fl., 33441
Condominium #2	655 Trace Circle, Deerfield Beach Fl., 33441
Condominium #3	632 Trace Circle, Deerfield Beach Fl., 33441
Condominium #4	610 Trace Circle, Deerfield Beach Fl., 33441
Condominium #5	588 Trace Circle, Deerfield Beach Fl., 33441
Condominium #6	567 Trace Circle, Deerfield Beach Fl., 33441
Condominium #7	545 Trace Circle, Deerfield Beach Fl., 33441
Condominium #8	588 Trace Circle, Deerfield Beach Fl., 33441
Condominium #9	523 Trace Circle, Deerfield Beach Fl., 33441
Rec Parcel,	890 Trace Drive, Deerfield Beach Fl., 33441

Legal Descriptions Plused to Declaration of Covenants and Restrictions:

Condominium #1	677 Trace Circle, Deerfield Beach Fl., 33441
Condominium #2	655 Trace Circle, Deerfield Beach Fl., 33441
Condominium #3	632 Trace Circle, Deerfield Beach Fl., 33441
Condominium #4	610 Trace Circle, Deerfield Beach Fl., 33441
Condominium #5	588 Trace Circle, Deerfield Beach Fl., 33441
Condominium #6	567 Trace Circle, Deerfield Beach Fl., 33441
Condominium #7	545 Trace Circle, Deerfield Beach Fl., 33441
Condominium #8	588 Trace Circle, Deerfield Beach Fl., 33441
Condominium #9	523 Trace Circle, Deerfield Beach Fl., 33441
Rec Parcel,	890 Trace Drive, Deerfield Beach Fl., 33441

When the 9 separate Tivoli Trace Condominium Associations were merged into one Tivoli Trace Condominium Association Inc., the Document of Covenants and Restrictions was obsolete/merged with the Declaration of Condominium and the legal descriptions of the 9 Condominium Association properties were added back into the Declaration of Condominium.

Legal Descriptions obsolete from the Declaration of Covenants and Restrictions and added (plused) back to the Declaration of Condominium:

Condominium #1	677 Trace Circle, Deerfield Beach Fl., 33441
Condominium #2	655 Trace Circle, Deerfield Beach Fl., 33441
Condominium #3	632 Trace Circle, Deerfield Beach Fl., 33441
Condominium #4	610 Trace Circle, Deerfield Beach Fl., 33441
Condominium #5	588 Trace Circle, Deerfield Beach Fl., 33441
Condominium #6	567 Trace Circle, Deerfield Beach Fl., 33441
Condominium #7	545 Trace Circle, Deerfield Beach Fl., 33441
Condominium #8	588 Trace Circle, Deerfield Beach Fl., 33441
Condominium #9	523 Trace Circle, Deerfield Beach Fl., 33441
Rec Parcel,	890 Trace Drive, Deerfield Beach Fl., 33441

The pluses canceled the minuses, resulting in the 10 original legal descriptions. That is what is now stated in the Declaration of Condominium.

EXHIBIT A-1

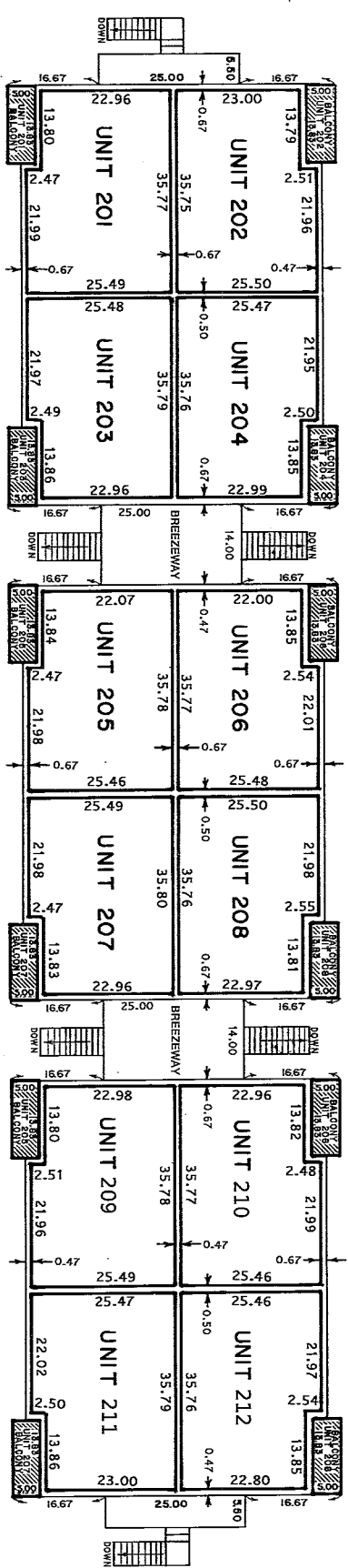
TIVOLI TRACE

CONDOMINIUM No. 1
A PORTION OF PARCELS H, J, L, Q
VILLAGES AT TIVOLI
DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

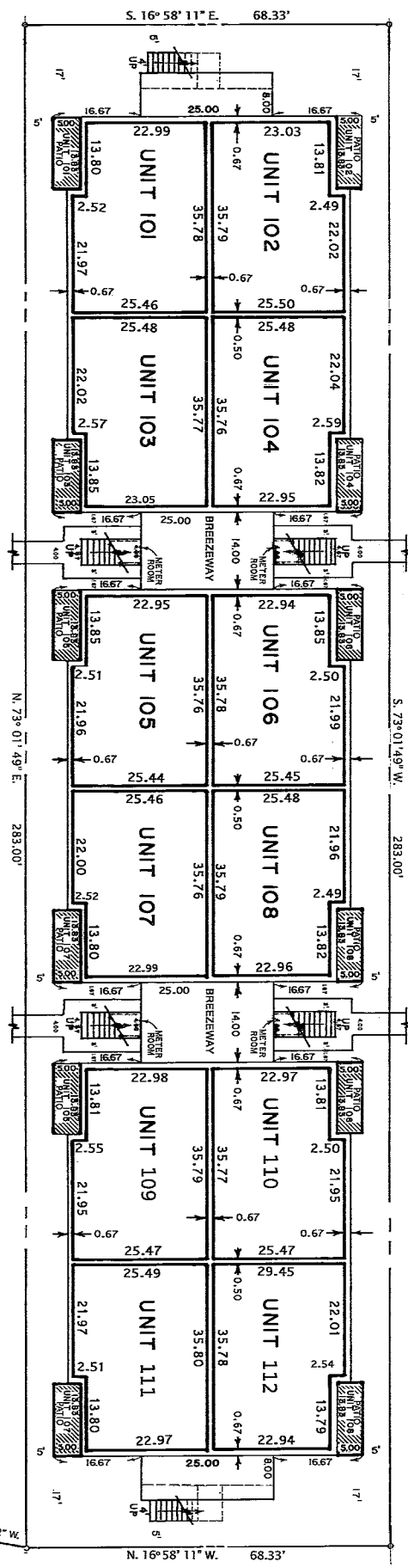
LEGAL DESCRIPTION: CONDOMINIUM No. 1
A portion of Parcels "H", "J", "L", and "Q", "VILLAGES AT TIVOLI", as recorded in Plat Book 121, Page 13 of the Public Records of Broward County, Florida, being more particularly described as follows:
389' 12" N., along the Southeastern line of said Parcel "L", a distance of 389' 12" to the Southeast corner of said Parcel "L", thence S. 39° 32' 22" E., a distance of 467' 87" feet, thence N. 83° 53' 82" W., a distance of 321' 49" feet to the POINT OF BEGINNING of this description; thence N. 16° 58' 11" W., a distance of 68.33' feet; thence S. 73° 01' 49" W., a distance of 283.00' feet; thence N. 73° 01' 49" E., a distance of 283.00' feet to the POINT OF BEGINNING.
Said lands situate in the City of Deerfield Beach, Broward County, Florida.
Subject to Easements and Rights-of-Way of Record.

LEGEND
INDICATES LIMITED COMMON ELEMENTS
SCALE
0 5 10 15 20 25 30 35 40
DAY OF
THIS CERTIFICATION MADE THIS 1986 BY THE
UNDERSIGNED SURVEYOR IN WITNESS WHEREOF, I HAVE
SIGNED AND SEALED MY OFFICIAL CERTIFICATE, THROUGH
AN ATTACHED EXHIBIT, THROUGH A CERTIFICATE OF ACCURATE
REPRESENTATION OF THE IMPROVEMENTS DESCRIBED THEREON, AND THAT THE
CONSTRUCTION OF SAID IMPROVEMENTS ARE COMPLETE SO THAT SUCH MATERIAL
TO BE CONSTRUCTED OR TO BE CONSTRUCTED SHALL BE CONSTRUCTED IN ACCORDANCE
WITH THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND SAID
IMPROVEMENTS CAN BE DETERMINED FROM THESE MATERIALS.

George J. Caulfield, P.E.
REG. LAND SURVEYOR #1938
STATE OF FLORIDA



SECOND FLOOR PLAN



FIRST FLOOR PLAN

- SURVEYOR'S NOTES:
1. EACH UNIT IS IDENTIFIED BY A NUMBER AS SHOWN.
 2. THE BOUNDARY LINES OF EACH UNIT ARE AS FOLLOWS:
A. THE UPPER BOUNDARY SHALL BE THE HORIZONTAL PLANE OF THE UNDECORATED UNFINISHED CEILING EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
B. THE LOWER BOUNDARY SHALL BE THE HORIZONTAL PLANE OF THE UNDECORATED UNFINISHED FLOOR EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
C. THE PERIMETRICAL BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE UNDECORATED UNFINISHED INTERIOR OF THE WALLS EXTENDED TO AN INTERSECTION WITH THE UPPER AND LOWER BOUNDARIES.
 3. APERTURES, WHERE THERE ARE APERTURES IN ANY BOUNDARY, INCLUDING BUT NOT LIMITED TO WINDOWS, DOORS, SPILLWAYS AND CONVEYATION FITS, SUCH BOUNDARY INCLUDING ALL FRAMEWORKS THEREOF, SHALL BE CONSIDERED PART OF THE BOUNDARY OF EACH UNIT, UNLESS OTHERWISE NOTED ON THIS SURVEY. ALL FRAMING AND CASING THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES OF THE UNIT.
 4. COMMON ELEMENTS MEAN THOSE PORTIONS OF THE PROPERTY NOT INCLUDED IN THE UNITS.
 5. LIMITED COMMON ELEMENTS MEAN THOSE PORTIONS OF THE PROPERTY NOT INCLUDED IN THE UNITS OR THE EXCLUSION OF THE OTHER UNITS.
 6. COMMON ELEMENTS ESSENTIALS THRU A UNIT FOR PIPES, DUCTS, WIRES, CONDUITS, AND OTHER UTILITIES ARE NOT LOCATED OR DELINEATED ON THIS SURVEY. ALL INTERIOR PARTITION WALLS CONTAINING SAID UTILITIES, INCLUDING SAID PIPES, DUCTS, WIRES, CONDUITS, AND OTHER UTILITIES, CONSTITUTE AN EASIMENT WHERE CONSTRUCTED.
 7. ELEVATIONS, SHOWN IN FEET, ARE BASED UPON U.S.C. & G.S. MEAN SEA LEVEL DATUM.
 8. FLOOR ELEVATIONS: UNITS 101-112 26.67
A. FLOOR ELEVATION 26.11
C. CEILING ELEVATION 28.11



N. 03° 53' 02" W. 321.49'
S. 68° 07' 58" W. 487.07'
S. 38° 30' 12" W. 412.00'
S.E. CORNER PARCEL "T" P.O.C.

CAULFIELD & WHEELER, INC.
Land Surveyors - Consulting Engineers
2280 N.W. Second Avenue
Boca Raton, Florida 33431 (305) 392-1991

EXHIBIT "A" PAGE
ANNEXED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM OF
TIVOLI TRACE

3-12-86 523
DATE JOB NO.
TJK MSC
DRAWN BY APPROVED BY
FIELD BOOK / PAGE SCALE

REVISIONS
FINAL 6/16/86

FILED

EXHIBIT A-3

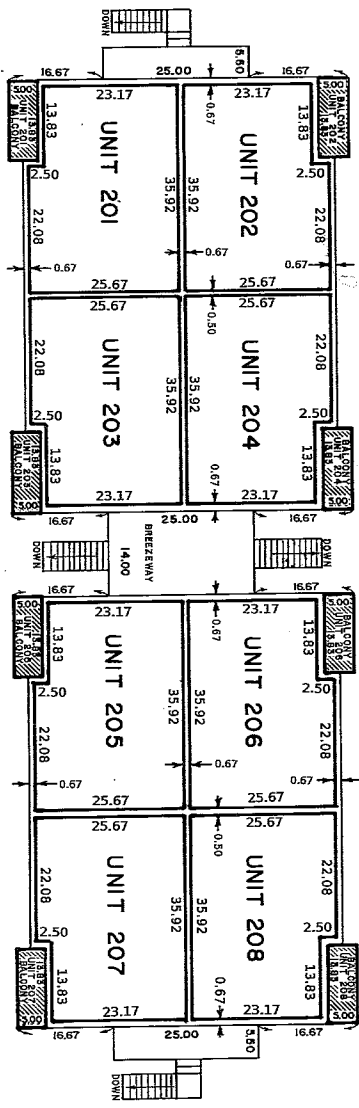
LEGAL DESCRIPTION CONDOMINIUM No. 3
A portion of parcels "W", "V", "U", "T", and "Q", VILLAGES AT TIVOLI,
as recorded in Plat Book 121, Page 15 of the Public Records of Broward
County, Florida, being more particularly described as follows:
COMMENCING at the Southeast corner of said parcel "V", thence S.
30° 53' 02" W. a distance of 15.20 feet to the Point of Beginning; thence
of said Parcel "U", a distance of 491.25 feet; thence N. 03° 53' 02" W.,
a distance of 15.20 feet to the Point of Beginning; this description
includes the entire area of said parcels "W", "V", "U", "T", and "Q",
66° 06' 58" W., a distance of 195.33 feet; thence S. 03° 53' 02" E.,
a distance of 68.33 feet; thence N. 86° 06' 58" E., a distance of 195.33
feet to the Point of Beginning.
Said lands situate in the City of Deerfield Beach, Broward County,
Florida.
Subject to Easements and Rights-of-Way of Record.

TIVOLI TRACE
CONDOMINIUM No. 3
A PORTION OF PARCELS "H, J, L, Q"
VILLAGES AT TIVOLI
DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

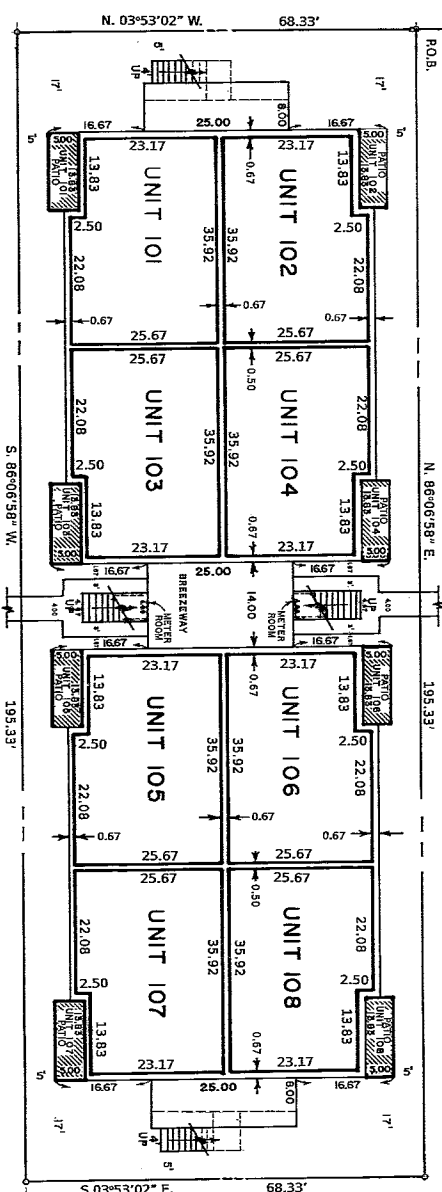


LEGEND
INDICATES UNITED COMMON ELEMENTS

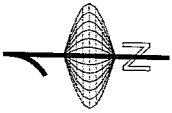
SECOND FLOOR PLAN



FIRST FLOOR PLAN



- UNITED COMMON ELEMENTS:**
1. EACH UNIT IS IDENTIFIED BY A NUMBER AS SHOWN.
 2. THE BOUNDARY LINES OF EACH UNIT ARE AS FOLLOWS:
A. THE UPPER BOUNDARY SHALL BE THE HORIZONTAL PLANE OF THE UNDEVELOPED UNFINISHED CEILING EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
B. THE LOWER BOUNDARY SHALL BE THE HORIZONTAL PLANE OF THE UNDEVELOPED UNFINISHED FLOOR EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
C. THE PERIMETRICAL BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE UNDEVELOPED UNFINISHED INTERIOR OF THE WALLS EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.
 3. APERTURES, WHERE THERE ARE APERTURES IN ANY BOUNDARY, INCLUDING PATIOS, SHALL BE IDENTIFIED BY A NUMBER AS SHOWN. SUCH BOUNDARY INCLUDING ALL FRAMESWORK THEREOF, EXTERIOR SURFACES MADE OF GLASS, SCREENING, OR OTHER TRANSPARENT MATERIAL, AND ALL FLOORING AND CASING THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES OF THE UNIT.
 4. COMMON ELEMENTS MEAN THOSE PORTIONS OF THE PROPERTY NOT INCLUDED IN THE UNIT.
 5. UNITED COMMON ELEMENTS MEAN THOSE PORTIONS OF THE COMMON ELEMENTS WHICH ARE ASSIGNED FOR THE USE OF A CERTAIN UNIT OR UNITS AND TO THE EXCLUSION OF OTHER UNITS.
 6. COMMON ELEMENTS MEAN THOSE PORTIONS OF THE PROPERTY NOT INCLUDED IN THE UNIT, INCLUDING, BUT NOT LIMITED TO, STAIRS, ELEVATORS, HALLWAYS, CORRIDORS, AND OTHER UTILITIES PROVIDING UTILITY SERVICES TO OTHER UNITS AND/OR COMMON ELEMENTS AND EASEMENTS OF SUPPORT ARE NOT INCLUDED IN THE BOUNDARIES OF THE UNIT. SUCH UTILITIES, INCLUDING BUT NOT LIMITED TO, STAIRS, ELEVATORS, HALLWAYS, CORRIDORS, AND OTHER UTILITIES, SHALL BE INCLUDED IN THE BOUNDARIES OF THE UNIT.
 7. ELEVATIONS, SHOWN IN FEET, ARE BASED UPON U.S.C. & G.S. MEAN SEA LEVEL DATUM.
 8. FLOOR ELEVATIONS:
A. FLOOR ELEVATION
B. CEILING ELEVATION



DAY OF
THIS CERTIFICATION MADE THIS
1986 BY THE
LAND SURVEYOR
STATE OF FLORIDA
"SHEETS" "THROUGH"
CONSTRUCTION OF SAID IMPROVEMENTS ARE COMPLETE SO THAT SUCH MATERIAL
TRACE, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION
OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND SAID
UNIT CAN BE DETERMINED FROM THESE MATERIALS.

GEORGE W. CAULFIELD, P.L.S.
REG. LAND SURVEYOR #3938
STATE OF FLORIDA

EXHIBIT A-5

LEGAL DESCRIPTION: CONDOMINIUM No. 5

A portion of parcels "H", "J", "K", and "Q", VILLAGES AT TIVOLI, as recorded in Plat Book 121, Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

CONNECTING at the Southeast corner of said Parcel "J", thence S. 30° 30' 12" W., along the Southeast line of said Parcel "H", a distance of 395.33 feet; thence N. 51° 29' 40" W., a distance of 4.27 feet to the POINT OF BEGINNING of this description; thence N. 83° 53' 02" W., a distance of 68.33 feet; thence S. 86° 06' 58" E., a distance of 283.00 feet to the POINT OF BEGINNING. S. 86° 06' 58" E., a distance of 283.00 feet to the POINT OF BEGINNING.

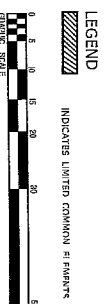
Said lands situate in the City of Deerfield Beach, Broward County, Florida Subject to Easements and Rights-of-Way of Record.

TIVOLI TRACE

CONDOMINIUM No. 5
A PORTION OF PARCELS H, J, L, Q
VILLAGES AT TIVOLI
DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

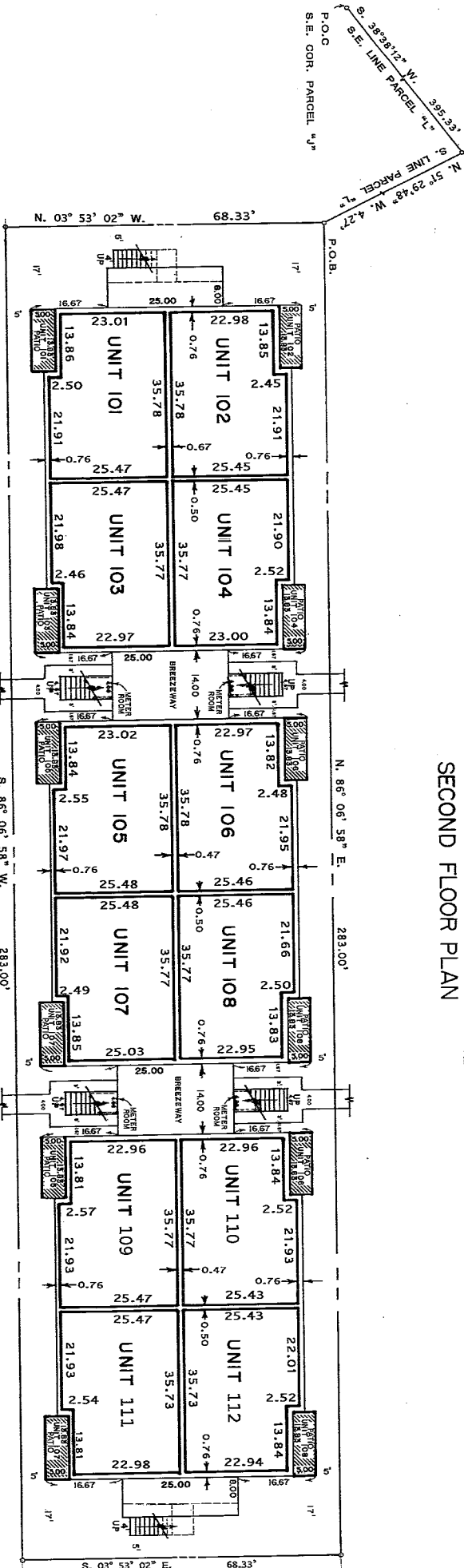
CERTIFICATE

THIS CERTIFICATION MADE THIS 11th day of May, 1986 BY THE UNDERSIGNED SURVEYOR IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.14 (4)(c), OF THE FLORIDA STATUTES AS AMENDED, AND IS A CERTIFICATION ACCORDING TO THE REQUIREMENTS OF SAID SECTION 718.14 (4)(c). THE SURVEYOR HAS EXAMINED THE RECORDS OF THE "IMPROVEMENTS" THEREON AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS ARE COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE "DECLARATION OF CONDOMINIUM OF TIVOLI TRACE," DESCRIBING THE CONDOMINIUM PROPERTY, IS ACCURATELY REFLECTED AND SAID UNIT IDENTIFICATION, LOCATION AND DIMENSIONS OF "COMMON ELEMENTS" AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.



LEGEND
INDICATES UNITED COMMON ELEMENTS
SCALE
0 5 10 15 20 25 30

DAY OF MAY, 1986 BY THE
SURVEYOR'S NOTES:
1. EACH UNIT IS IDENTIFIED BY A NUMBER AS SHOWN.
2. THE BOUNDARY LINES OF EACH UNIT ARE AS FOLLOWS:
A. THE UPPER BOUNDARY SHALL BE THE HORIZONTAL
EXTENSION OF THE BOUNDARY LINE OF THE UNIT
NETWORK BOUNDARIES.
B. THE LOWER BOUNDARY SHALL BE THE HORIZONTAL
PLANE OF THE UNDECORATED UNFINISHED FLOOR
EXTENDED TO THE INTERSECTION WITH THE PERI-
METRIC BOUNDARY LINES.
C. THE BOUNDARY LINES OF THE UNDECORATED UNFINISHED
INTERIOR OF THE WALLS EXTENDED TO AN
OTHER UNIT OR TO THE BOUNDARIES OF THE
UNIT.
3. APERTURES, INCLUDING BUT NOT LIMITED TO
WINDOWS, DOORS, SKYLIGHTS AND CONVEYANCE
PIPS, SUCH BOUNDARY LINES SHALL BE THE
SCREENS, OR OTHER TRANSPARENT MATERIAL, AND
ALL FRAMING AND CASING THEREOF, SHALL
BE INCLUDED IN THE BOUNDARIES OF THE UNIT.
4. COMMON ELEMENTS MEAN THOSE PORTIONS OF THE
PROPERTY NOT INCLUDED IN THE UNITS.
5. LIMITED COMMON ELEMENTS MEAN THOSE PORTIONS OF
THE PROPERTY NOT INCLUDED IN THE UNITS, BUT
WHICH ARE NOT TO BE USED BY ANY UNIT OR
THE EXCLUSION OF THE OTHER UNITS.
6. COMMON ELEMENTS INCLUDE A UNIT FOR PIPES,
DUCTS, WIRING, CONDUITS, AND OTHER UTILITIES
AND/OR COMMON ELEMENTS AND EASEMENTS OF SUPPORT,
AND ARE NOT LOCATED OR DELINEATED ON THIS SURVEY.
7. ALL INTENTION PARTITION WALLS, CEILING, OTHER
UTILITIES, CONTAINING SAID PIPES, DUCTS, WIRING,
CONDUITS, AND OTHER UTILITIES, CONSTITUTE AN
EASEMENT WHERE CONSIDERED.
8. ELEVATIONS, SHOWN IN FEET, ARE BASED UPON
U.S.C. & G.S. MEAN SEA LEVEL DATUM, UNITS 201-212
A. FLOOR ELEVATION 18.13
B. FLOOR ELEVATION 18.13
C. CEILING ELEVATION 26.13
34.87



SECOND FLOOR PLAN

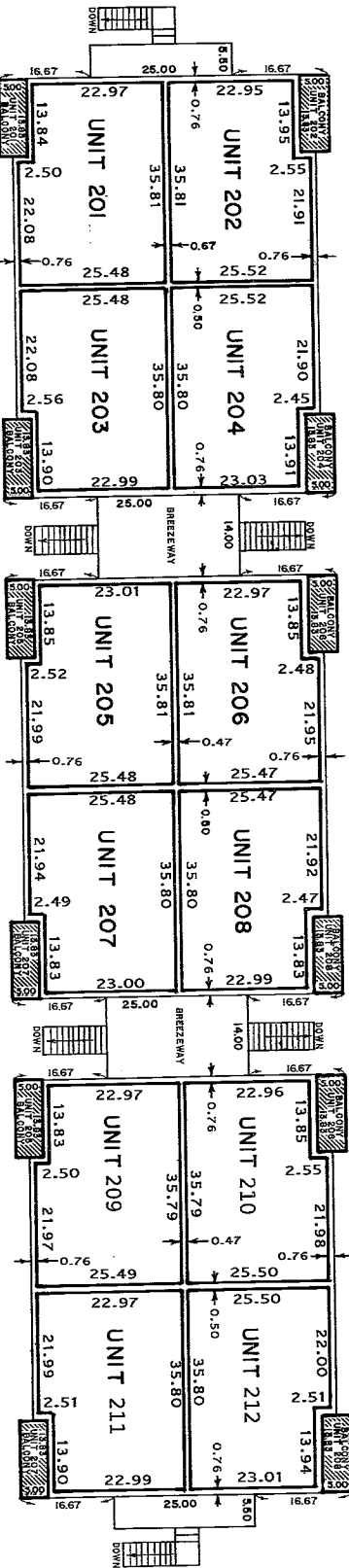
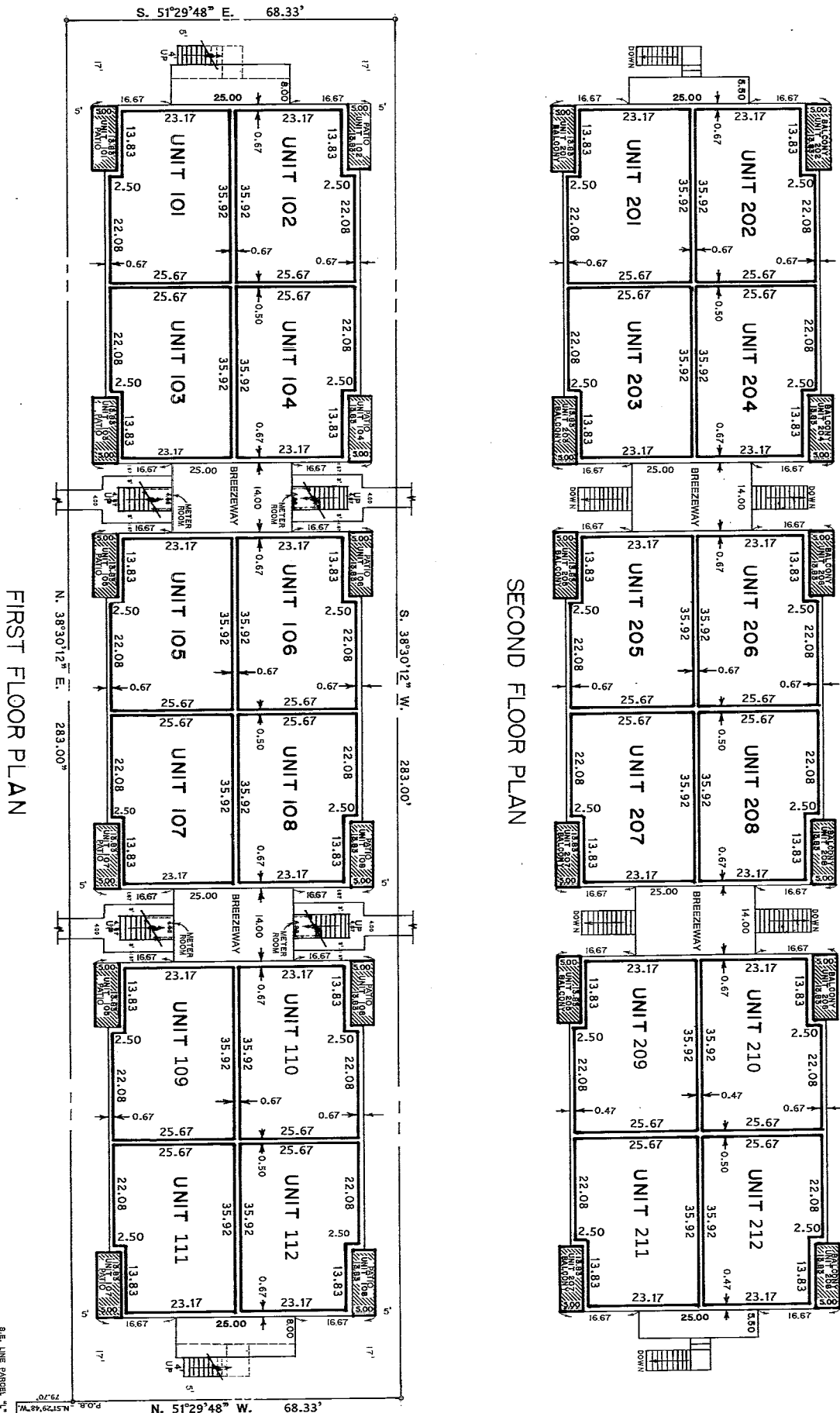


EXHIBIT A-6



LEGAL DESCRIPTION CONDOMINIUM No. 6
A portion of Parcels "H", "J", "L", and "Q" VILLAGES AT TIVOLI,
as recorded in Plat Book 121, Page 16 of the Public Records of Broward
County, Florida, being more particularly described as follows:
COMMENCING at the Southeast corner of said Parcel "H", thence S.
38° 30' 12" E. along the Southeast line of said Parcel "H", a distance of 13.83 feet; thence N. 51° 29' 48" E., a distance of 79.70
feet to the POINT OF BEGINNING of this description; thence continue N.
51° 29' 48" E. a distance of 68.33 feet; thence S. 38° 30' 12" E. a distance of 283.00 feet to the POINT
OF BEGINNING.
Said lands situate in the City of Deerfield Beach, Broward County,
Florida.
Subject to Easements and Rights-of-Way of Record.

TIVOLI TRACE
CONDOMINIUM No. 6
A PORTION OF PARCELS H, J, L, Q
VILLAGES AT TIVOLI
DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

LEGEND
INDICATES LIMITED COMMON ELEMENTS
SCALE
0 5 10 15 20 30 40
GEORGE H. CAULFIELD, P.L.S.
STATE OF FLORIDA
DAY OF 1986 BY THE
UNDERSIGNED SURVEYOR IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.14
(4)(a), OF THE FLORIDA STATUTES AS AMENDED, AND IS A CERTIFICATION THAT THE
ATTACHED EXHIBIT "A", SHEETS "A" THROUGH "A" ARE AN ACCURATE
REPRESENTATION OF THE IMPROVEMENTS DESCRIBED THEREON AND THAT THE
CONSTRUCTION OF SAID IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE
CONTRACTS WITH THE SUBDIVISIONS OF THE "DECLARATION OF CONDOMINIUM" OF TIVOLI
TRACE DESCRIBING THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND SAID
IDENTIFICATION, LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND OF EACH
UNIT CAN BE DETERMINED FROM THESE MATERIALS.

- SURVEYOR'S NOTES:
1. EACH UNIT IS IDENTIFIED BY A NUMBER AS SHOWN.
 2. THE BOUNDARY LINES OF EACH UNIT ARE AS FOLLOWS:
A. THE UPPER BOUNDARY SHALL BE THE HORIZONTAL
PLANE OF THE UNDECORATED UNFINISHED
CEILING TO BE LOCATED BY INTERSECTION WITH THE PERI-
METRIC BOUNDARIES.
B. THE LOWER BOUNDARY SHALL BE THE HORIZONTAL
PLANE OF THE UNDECORATED UNFINISHED FLOOR
TO BE LOCATED BY INTERSECTION WITH THE PERI-
METRIC BOUNDARIES.
C. THE PERIMETRICAL BOUNDARIES SHALL BE THE
VERTICAL PLANE OF THE UNDECORATED UNFINISHED
INTER SECTION WITH EACH OTHER AND WITH THE
UPPER AND LOWER BOUNDARIES.
 3. APERTURES, WHERE THERE ARE APERTURES IN ANY
BOUNDARY, INCLUDING BUT NOT LIMITED TO
WINDOWS, DOORS, SKYLIGHTS AND COMBUSTION
APERTURES, SHALL BE LOCATED BY INTERSECTION
THEREOF, EXTERIOR SURFACES MADE OF GLASS,
SCREENING, OR OTHER TRANSPARENT MATERIAL, AND
BE INCLUDED IN THE BOUNDARIES OF THE UNIT.
4. COMMON ELEMENTS MEAN THOSE PORTIONS OF THE
PROPERTY NOT INCLUDED IN THE UNITS.
5. LIMITED COMMON ELEMENTS MEAN THOSE PORTIONS OF
THE COMMON ELEMENTS WHICH ARE RESERVED FOR THE
USE OF A CERTAIN UNIT OR UNITS AND TO THE
EXCLUSION OF THE OTHER UNITS.
6. COMMON ELEMENT EASEMENTS THRU A UNIT FOR PIPES,
DUCTS, WIRES, CONDUITS, AND OTHER UTILITIES
THAT ARE NOT LOCATED OR DELINEATED ON THIS SURVEY,
ARE NOT LOCATED OR DELINEATED ON THIS SURVEY,
PIPES, DUCTS, WIRES, CONDUITS, AND OTHER
UTILITIES, CONTAINING SAID PIPES, DUCTS, WIRES,
CONDUITS, AND OTHER UTILITIES, CONSTITUTE AN
EASEMENT WHERE CONSTRUCTED.
7. ELEVATIONS, SHOWN IN FEET, ARE BASED UPON
U.S.C. & G.S. MEAN SEA LEVEL DATUM.
8. FLOOR ELEVATIONS: UNITS 101-112 UNITS 201-212
A. FLOOR ELEVATION
C. CEILING ELEVATION

EXHIBIT A-8

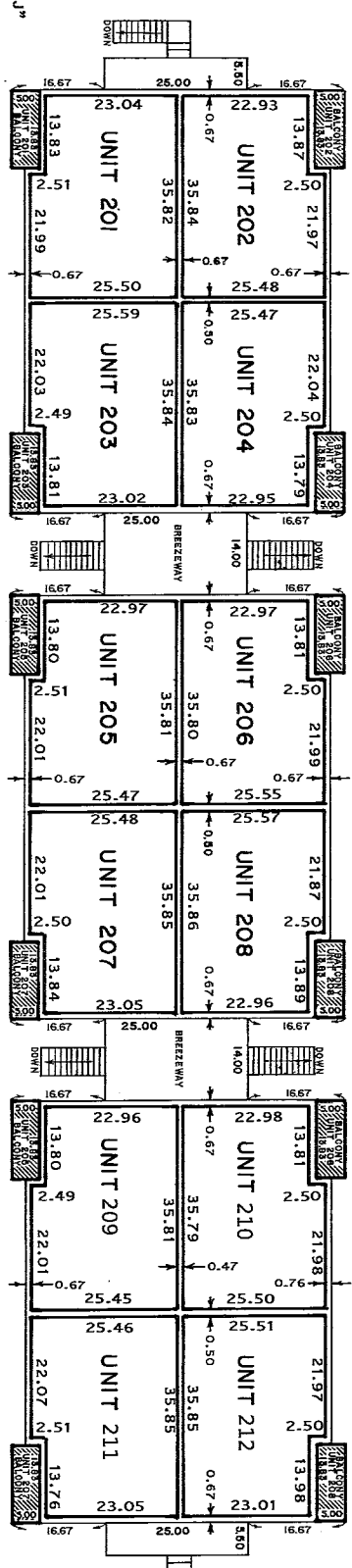
LEGAL DESCRIPTION CONDOMINIUM No. 8
A portion of parcels "H", "J", "K", "L", and "M", VILLAGES AT TIVOLI,
as recorded in Plat Book 121, Page 15 of the Public Records of Broward
County, Florida, being more particularly described as follows:
COMMENCING at the Southeast corner of said Parcel "J", thence S.
38° 30' 12" N., along the Southeast line of said Parcel "J", a distance of 95.85 feet; thence N. 61° 29' 48" W., a distance of 37.84
feet; thence S. 30° 30' 30" W., a distance of 37.84 feet; thence S. 46° 32' 30" E., a distance of 60.33
feet; thence N. 43° 27' 30" E., a distance of 283.00 feet to the POINT
OF BEGINNING.
Said lands situate in the City of Deerfield Beach, Broward County,
Florida.
Subject to Easements and Rights-of-Way of Record.

TIVOLI TRACE
CONDOMINIUM No. 8
A PORTION OF PARCELS "H, J, L, Q"
VILLAGES AT TIVOLI
DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

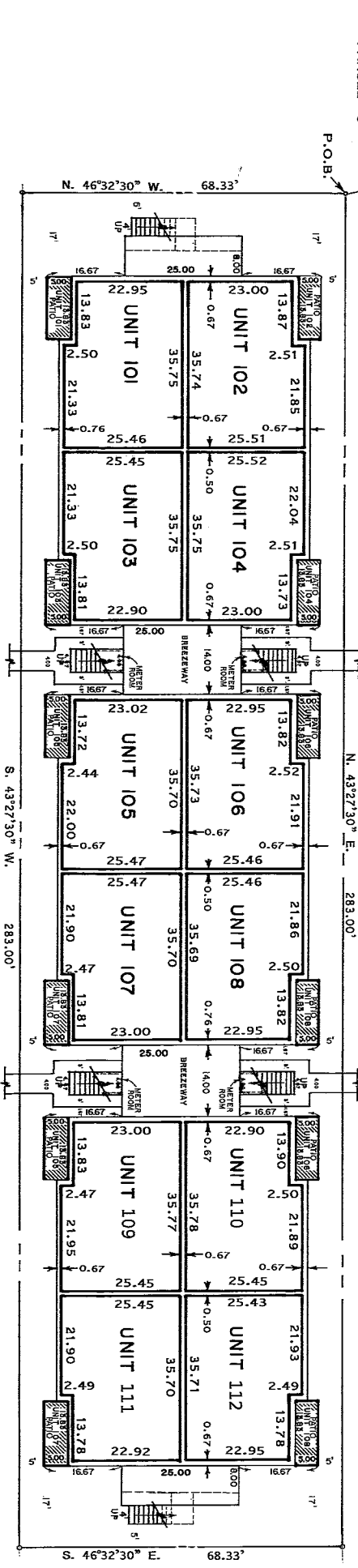
LEGEND
INDICATES UNITED COMMON PLANS
GRAPHIC SCALE
0 5 10 20 30 40
FOOT

CERTIFICATE
THIS CERTIFICATION MADE THIS 19th day of May, 1986 BY THE UNDERSIGNED SURVEYOR, IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.114 (F.L.S. 718.114) OF THE FLORIDA STATUTES, AND THE PROVISIONS OF THE DECLARATION OF TIVOLI TRACE, ATTACHED EXHIBIT "A", SHEETS "THROUGH" " " ARE AN ACCURATE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED THEREON AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS COMPLETE SO THAT SUCH MATERIAL TRACED TO THE CONSTRUCTION OF SAID IMPROVEMENTS IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND SAID IDENTIFICATION, LOCATION AND DIMENSIONS OF "COMMON ELEMENTS" AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

George A. Caulfield, P.L.S.
REG. LAND SURVEYOR #530
STATE OF FLORIDA



SECOND FLOOR PLAN



FIRST FLOOR PLAN

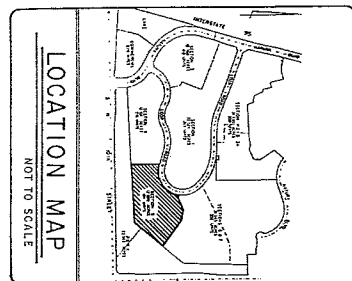
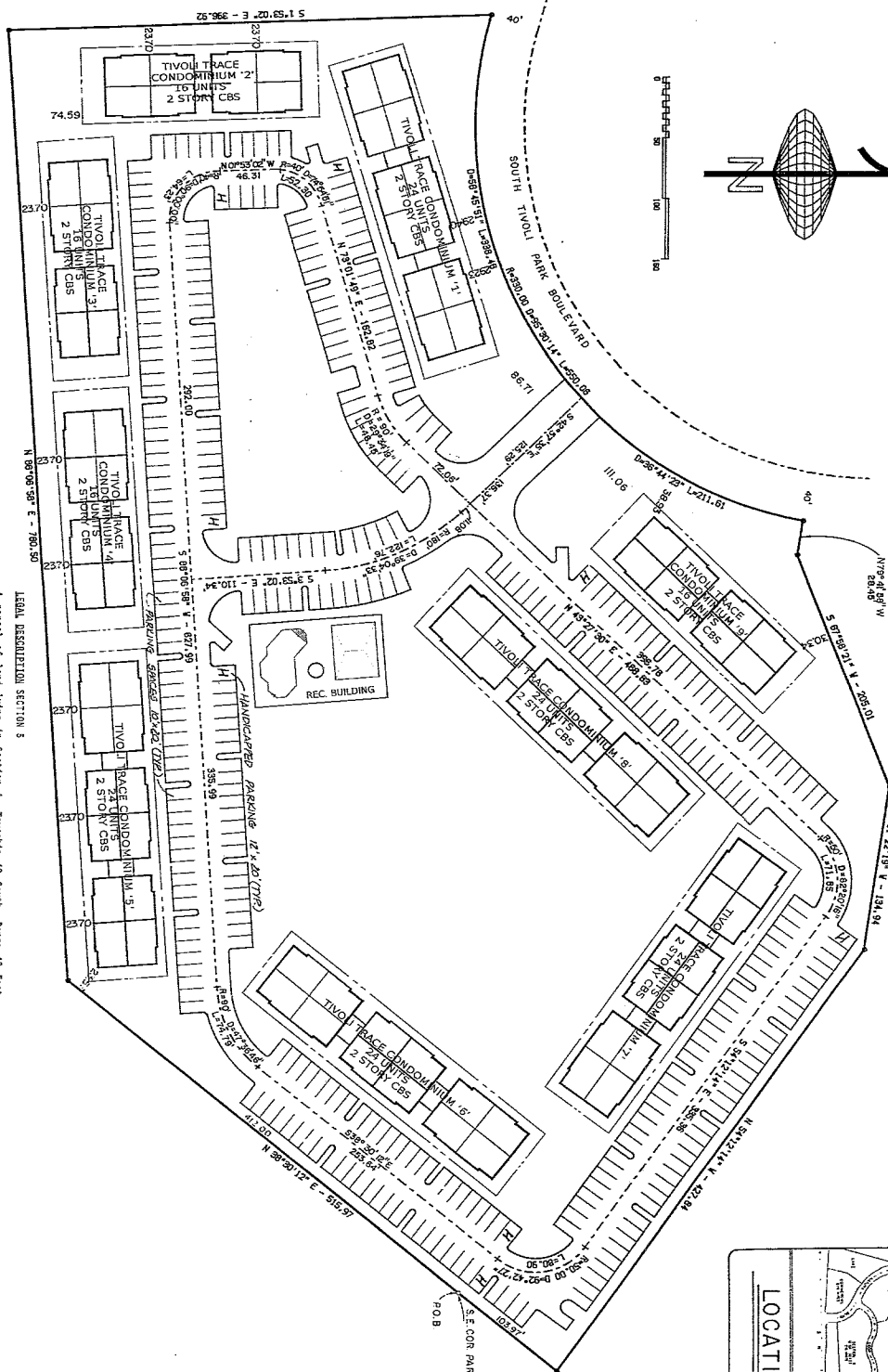
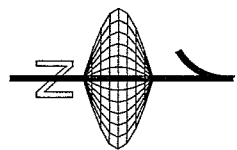
1. EACH UNIT IS IDENTIFIED BY A NUMBER AS SHOWN.
2. THE BOUNDARY LINES OF EACH UNIT ARE AS FOLLOWS:
A. THE UPPER BOUNDARY SHALL BE THE HORIZONTAL PLANE OF THE UNTERMINATED UNFINISHED CEILING.
B. THE LOWER BOUNDARY SHALL BE THE HORIZONTAL PLANE OF THE UNTERMINATED UNFINISHED FLOOR.
C. THE PERIMETER BOUNDARIES SHALL BE THE INTERSECTION OF THE WALLS EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.
3. APERTURES, WHERE THERE ARE APERTURES IN ANY MINOR, DOORS, WINDOWS, ETC., SHALL BE SHOWN BY A LINE, SUCH BOUNDARY INCLUDING ALL FRAMING, GLASS, SILLING, SASHING, AND OTHER MATERIALS, SHALL BE INCLUDED IN THE BOUNDARIES OF THE UNIT.
4. COMMON ELEMENTS MEAN THOSE PORTIONS OF THE PROPERTY NOT INCLUDED IN THE UNITS.
5. LIMITED COMMON ELEMENTS MEAN THOSE PORTIONS OF THE PROPERTY NOT INCLUDED IN THE UNITS, BUT WHICH ARE USED BY A CERTAIN UNIT OR UNITS AND TO THE EXCLUSION OF THE OTHER UNITS.
6. COMMON ELEMENTS EXCLUDES, BUT NOT LIMITED TO, STAIRS, HALLS, LOBBIES, AND OTHER UTILITIES, AND OTHER UTILITIES ARE NOT LOCATED OR BELONGING ON THIS SHOWN.
7. INTERIOR PARTITION WALLS, CONTAINING SAID UTILITIES, CONTAINING SAID PIPES, DUCTS, WIRES, CONDUITS, AND OTHER UTILITIES, CONSTITUTE AN EXCLUSIVE WHEN CONSTRUCTED.
8. ELEVATIONS, SHOWN IN FEET, ARE BASED UPON
A. FLOOR ELEVATION 18.96
B. FLOOR ELEVATION 18.96
C. CEILING ELEVATION 20.96



EXHIBIT A-10

TIVOLI TRACCE

A PORTION OF PARCELS H.J.L.Q VILLAGES AT TIVOLI
DEERFIELD BEACH, BROWARD COUNTY, FLORIDA



MASTER SITE PLAN

A parcel of land lying in Section 14, Township 48 South, Range 46 East, Broward County, Florida, being a portion of Parcel "A," shown as "Parcel A-1, LILIANES AT TITOLI," according to the plat thereon as recorded in Plat Book 121, Page 13 of the Public Records of Broward County, Florida, became more particularly described as follows:

BEGINNING at the Southwest corner of Parcel "C," thence N. 39° 30' 13" E., along the East Line of Parcel "C," a distance of 103.97 feet; thence N. 64° 42' 34" W., a distance of 61.56 feet; thence N. 50° 42' 00" E., a distance of 134.94 ft.; thence S. 89° 06' 38" E., a distance of 138.50 feet; thence N. 79° 41' 50" W., a distance of 28.45 feet to an intersection with Parcel "B";

EASTLY Along the West Line of Oak Grove Farms-Everetts ranch recorded in Official Record Map #2622, Page 856 of the public records of Broward County, Florida, a distance of 100.00 feet;

SOUTHWESTLY Along the Northwest Corner of Parcel "D," thence S. 01° 53' 02" E., a distance of 138.50 feet; thence S. 01° 53' 02" E., a distance of 138.50 feet; thence N. 39° 06' 38" E., along the Arc of a Circular curve to the right having a radius of 335.00 feet, an angle subtending said arc of 120.00 degrees;

NORTHWESTLY Along the North Line of Parcel "E," thence N. 39° 30' 13" E., a distance of 412.00 feet to the Point of Beginning.

Said lands situated in the City of Deerfield Beach, Broward County, Florida, containing 12.0095 acres, more or less.

CERTIFICATE

THIS UNCLASSIFIED INFORMATION WAS THIS DAY OF 1986 BY 178,142-
THIS DERIVED SURVEYOR WAS MORE PULSANT TO THE PROVISIONS OF SECTION 710,142-
(1)(1) OF THE FLORIDA STATUTES AS AMENDED, AND IS A CERTIFICATION THAT THE
ARTIFICIAL EXHIBIT OF THE "SHEETS" THROUGH THESE ARE AN ACCURATE
REPRESENTATION OF SAID HERBOTHERMISTS BEING USED HEREIN, AND THAT SUCH
CONSTRUCTION OF SAID HERBOTHERMISTS IS COMPLETELY SO THAT SUCH MATERIALS
TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDITIONALITY OF INVOLUNTARY
TAKE, DESCRIBING THE COMMON-OWN PROPERTY, IS AN ACCURATE REPRESENTATION OF THE
LOCATION, THE DIMENSIONS OF THE HERBOTHERMISTS DESCRIBED, AND Satisfactory
IDENTIFICATION, LOCATION AND DIMENSIONS OF "COMMON ELEMENTS" AND OF EACH
UNIT CAN BE DETERMINED FROM THESE MATERIALS.

George W. Caulfield, P.L.S.
Reg. Land Surveyor #1930
State of Florida

CAULFIELD & WHEELER, INC.
Land Surveyors - Consulting Engineers
2290 N.W. Second Avenue Suite 3
Boca Raton, Florida 33431 (305) 392-1981

EXHIBIT "A" PAGE
ANNEXED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM OF
TIVOLI TRACE

JAN 1986	523-01
DATE	JOB NO.
TJK	MCS
DRAWN BY	APPROVED BY
	I ^N = 50'
FIELD BOOK / PAGE	SCALE

REVISIONS	
REV REC BLDG LOCATION	3/5/86
REV. STREET NAMES	8-7-86

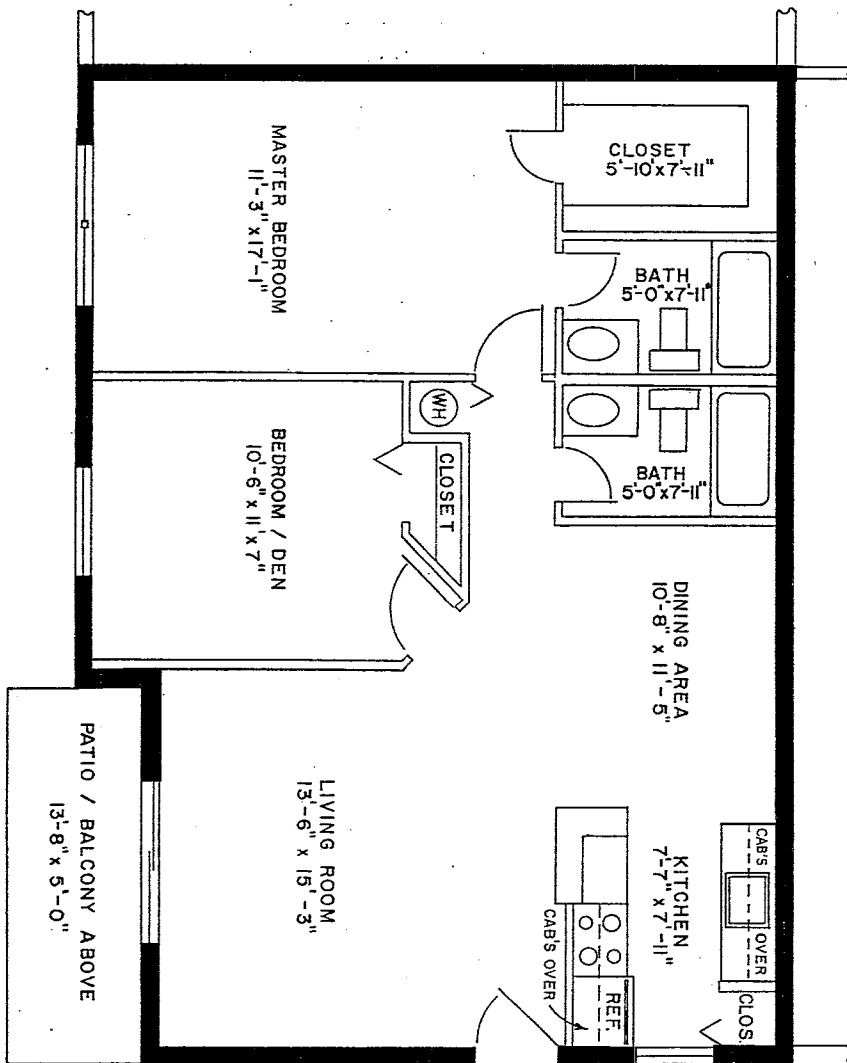
FILED

EXHIBIT A-11

TIVOLI TRACE

A CONDOMINIUM

TYPICAL FLOOR PLAN



NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY. REFER TO EXHIBIT "A" OF THE DECLARATION OF CONDOMINIUM OF TIVOLI TRACE A CONDOMINIUM FOR ALL DIMENSIONS.



CAULFIELD & WHEELER, INC.
Land Surveyors • Consulting Engineers
2290 N.W. Second Avenue Suite 3
Boca Raton, Florida 33432 (305) 392-1991

DESCRIPTION	DATE	F.B.	FILE

EXHIBIT "A" PAGE

CAULFIELD & WHEELER

EXHIBIT B

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
TIVOLI TRACE, A CONDOMINIUM**

These are the Amended and Restated Articles of Incorporation of Tivoli Trace Condominium Association, Inc., originally filed with the Florida Department of State on the 4th day of September, 1992 under Charter Number N15955 as the surviving Florida Corporation pursuant to the Articles of Merger filed on August 17, 1992 for Tivoli Trace Property Owners Association, Inc., changing its name to Tivoli Trace Condominium Association, Inc. The Amended and Restated Articles of Incorporation of Tivoli Trace Condominium Association, Inc. were originally recorded in the Broward County Public Records at OR Book 20795 Page 709 and were re-recorded in the Broward County Public Records at OR Book 21681 Page 353.

The name of the original subscriber, and the address at the time of incorporation, were:

Steven A. Frankel
4441 Stirling Road
Ft. Lauderdale, FL

The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

I
NAME

The name of this corporation shall be Tivoli Trace Condominium Association, Inc., a Florida corporation not-for-profit sometimes hereinafter referred to as the "Association".

II
PURPOSE

A. To promote the health, safety and social Owners of Property within that residential area Tivoli Trace and described in the Re-Recorded Amended and Restated Declaration of Condominium in Official Records Book 21681 at Page 289 of the Public Records of Broward County, Florida, together with all amendments thereto, hereinafter referred to as the "Declaration".

B. The Association shall have all the power granted by Chapter 718, Florida Statutes. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, and all of the powers granted to it in the Declaration of Condominium recorded amongst the Public Records of Broward County, Florida.

C. To own and hold title to and to provide, improve, maintain, repair and/or replace the paving, streetlights and other structures of the Common Driveway and Parking Areas, and the grass, shrubbery and trees and other structures of the green/open areas in TIVOLI TRACE for the health, safety, convenience and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

D. To provide or provide for private security, fire protection and such other services the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto, in the Recreation Parcels, in the Common Driveway and Parking Areas, and in the green/open areas of TIVOLI TRACE.

E. To buy, own, operate, lease, sell, trade, and mortgage both real, personal, tangible and intangible property, as may be necessary or convenient in the administration of the Condominium.

F. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Condominium hereinabove described including, but not limited to, the promulgation of Rules and Regulations governing the use of the Condominium Property and other residential areas of Tivoli Trace.

G. To make and collect assessments, and other charges against members as unit owners, and to use the proceeds thereof in the exercise of its powers and duties, in accordance of the Declaration of Condominium.

H. To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors, and members, as unit owners.

I. To make, establish and enforce, by legal or equitable actions, including fines, reasonable Rules and Regulations governing the use of Condominium units, Common Elements, Limited Common Elements and Association property as said terms may be defined in the Declaration of Condominium or the Condominium Act, as same may be mended or renumbered from time to time.

J. To maintain, repair, replace, protect and operate the common elements, Association property and portions of the units which the Association has the duty to maintain, repair and replace in accordance with the Declaration of Condominium, the By-Laws and Chapter 718 of the Florida Statutes, the Condominium Act, as same may be amended or renumbered from time to time.

K. The powers of the Association shall be subject to and shall be exercised in accordance with the Declaration of Condominium and the By-Laws. All contracts for the purchase, lease, or rental of materials or equipment, that are not to be fully performed within one (1) year from the making thereof, and all contracts for provision of services, shall be in writing. Where a contract for the purchase, lease, or rental of materials or equipment, or for the provision of services, the cost of which will exceed five (5%) percent of the total annual budget of the Association (including reserves), the Association shall obtain competitive bids for the materials, equipment or services. Nothing herein shall require the Association to accept the lowest bid, nor limit the ability of the Association to obtain needed products and services in an emergency. This provision shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county serving the Association. Notwithstanding the foregoing, contracts with employees of the Association, contracts for attorney's and accountants services, and any other contracts now or hereafter permitted to be excluded hereunder pursuant to Florida Statute, Section 718.3026, as same may be amended or renumbered from time to time, shall not be subject to this provision.

L. To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as provided in the Declaration of Condominium.

III GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the members for purposes set for the in the Declaration of Condominium, By-Laws and these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, By-Laws, covenants, restrictions, and agreements to effectuate the purposes for which the Association is organized, including the enforcement of the Declaration, and as stated in the By-Laws.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

E. To fix assessments to be levied against the Property subject to the Declaration of Condominium to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the user for the use of the Association Common Areas and Property when such is deemed appropriate by the Board of Directors of the Association.

G. To pay taxes and other charges, if any, on or against property owed or accepted by the Association.

H. To perform the functions of the Condominium Association administering and operating Tivoli Trace, a Condominium.

I. In general, to have all powers conferred upon a corporation not-for-profit by the laws of the State of Florida, except as prohibited hereon.

IV **MEMBERS**

A. The members of the Association shall consist of all of the record owners of units in the Condominium from time to time, and after termination of the Condominium, shall consist of those who were members at the time of termination, and their successors and assigns.

B. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit for which that share is held.

V **VOTING**

On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided for by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one (1) vote for each Unit owned. In no event shall more than one vote be cast with respect to any Unit. Except where otherwise required under the provisions of these Articles, the Declaration of Condominium, or By-Laws, the affirmative vote of the Owners of a majority of Units represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

VI **BOARD OF DIRECTORS**

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Directors must be members of the Association.

B. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

C. Directors of the Association shall be elected at the Annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

VII **OFFICERS**

The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one 1 year terms in accordance with the procedures set forth in the By-Laws.

VIII **CORPORATE EXISTENCE**

The Association shall have perpetual existence.

IX **BY-LAWS**

The Bylaws of this corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed in accordance with the procedure set forth in Article XII of the Bylaws, as same may be amended or renumbered from time to time and subject to the below provisions.

Effective Date. An amendment when adopted shall become effective after being recorded in the Public Records of Broward County, Florida, according to law and filed with the Secretary of State according to law.

Automatic Amendment. These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration. Whenever the Act, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Articles. The Board of Directors, without a vote of the Members, may also adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

Defense. To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in the paragraph immediately above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 11. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

Miscellaneous. The indemnification provided by this Article XII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

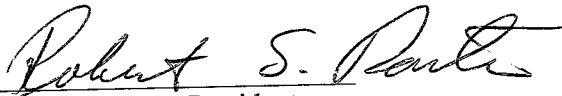
XII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

a) Any 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 awarded in accordance with Section 718.3026(3), Florida Statutes. An officer, Director or manager may not solicit, offer to accept, or accept anything or service of value for which consideration has not been provided, for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such Officer or Director who knowingly so solicits, offers to accept, or accepts any thing or service of value, outside of the provisions stated herein, may be subject to prosecution under federal, state, or municipal, criminal or civil law.

b) Reimbursement shall be allowed, however, for expenses incurred for travel while on Association business, for office supplies, software, and equipment used for Association business, for costs of Association meetings or preparation thereof, and for any supplies and materials needed for Association maintenance or repairs needed on an urgent or emergency basis. Such reimbursement shall not be deemed compensation. Claims for such reimbursement submitted by an Officer or Director shall be subject to review and approval of the Board of Directors.
(PAAOC05)

The foregoing were amended and restated as the Articles of Incorporation of TIVOLI TRACE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on the 15th day of March, 2017.


Robert S. Ranta, President


Harriet Dinkowitz, Secretary

EXHIBIT C

AMENDED AND RESTATED BY-LAWS

OF

TIVOLI TRACE, A CONDOMINIUM

I

PURPOSE

These are the By-Laws of Tivoli Trace Condominium Association Inc. a Florida Corporation not-for-profit under the laws of the State of Florida. The Corporation has been organized for the purpose of managing, operating, and administering the Condominium established on the lands described in the legal descriptions, surveys, and site plans as described in Exhibit A to the Amended and Restated Declaration of Condominium, to which these By-Laws are attached. The fiscal year of the Corporation shall be the calendar year. These By-Laws supersede, restate, and replace all previous versions of all such By-Laws previously recorded, restated, or amended, and are Exhibit "C" to the Amended and Restated Declaration of Condominium of Tivoli Trace, A Condominium, to which they are attached.

II

DEFINITIONS

All terms used herein which are defined in the Declaration of Condominium for Tivoli Trace shall be used herein with the same meanings as in said Declaration.

III

LOCATION OF PRINCIPAL OFFICE

The principal office shall be located at 890 Trace Circle, Deerfield Beach Florida, 33441 or at such other place as may be established by resolution by the Board of Directors of the Association, from time to time.

IV

MEMBERSHIP AND VOTING RIGHTS

1. Membership.

a) Every person or legal entity that is a record fee simple owner of a Unit, shall be a member of the Association, provided that any such person or legal entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit or other property which is subject to assessment.

b) There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of the Association. Such person shall be known, and is hereinafter referred to, as a "Voting Member". If a unit is owned by more than one person, the owners of said unit shall designate one owner as the "Voting Member", or in the case of unit owned by a legal entity, the provisions of paragraph 8(c) below shall apply.

c) The Total number of votes shall be equal to the total number of units in the Condominium and each Unit shall have no more and no less than one (1) equal vote in the Association. A vote of a Condominium unit is not divisible. Any one individual, or entity, shall have as many votes as the number of units owned by that individual, or entity, in the Association. For example, if one individual, or entity, owns two (2) Condominium parcels, then there shall be two votes, etc.

2. The annual members meeting shall be held on the date, at the place and at the time determined by the Board of Directors, from time to time, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as otherwise provided herein, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of meeting sent to Unit Owners in advance thereof. Any unit owner may tape record or videotape meetings of the members and may speak at such meetings with reference to all designated agenda items, subject, however, to Board Rules.

3. Special members meetings shall be held at such places as provided for annual meetings, and may be called by the President or a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of

Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

4. Notice of All Members Meetings. Notice of all Members' meetings, stating the time, place, and purpose(s) of the meeting, shall be electronically transmitted in accordance with law or sent to each Member at the mailing address on the books of the Association as originally provided by that Member, by U.S. regular mail, unless waived in writing, at least fourteen (14) days prior to the meeting as to annual meetings and at least fourteen (14) days as to special meetings. The Association shall only be obligated to electronically transmit, mail or deliver notice to one location, no matter how many persons own a Unit, and no matter how many other residences such Owner may have. It shall be the Members obligation to provide written notice of any change of mailing address, as may occur, to the Association. In the absence of written direction to the contrary, notices will be given to the email address or address of the Unit. Hand delivery and electronic notice of membership meetings is permissible in accordance with law. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any Members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Article 2.4 next following. An Officer of the Association or other person providing notice shall execute an affidavit of mailing, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda for the annual meeting shall be posted at a conspicuous location, designated by Board resolution, on the Condominium Property at least fourteen (14) days in advance of the meeting.

Notice of specific meetings may be waived before or after a meeting, and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his proxy holder's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Not less than sixty (60) days before a scheduled election (regular elections coincide with the annual meeting), the Association shall electronically transmit, mail or hand deliver, whether by separate mailing or included in another Association mailing or delivery, including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election. Not less than thirty-five (35) days prior to the election, candidates may submit an information sheet, on one side of the sheet, no larger than 8 1/2 x 11 inches, for mailing to members. Not less than fourteen (14) days before the election meeting, the Association shall mail or deliver a second notice of the meeting to all unit owners entitled to vote therein, together with a ballot which shall list all candidates in alphabetical order by surname, with no indication of incumbents. Upon the request of a candidate, the Association shall include, with the mailing of the ballot, the information sheet furnished by the candidate, with the cost of mailing and copying to be borne by the Association.

5. Except as otherwise provided herein or by law, a quorum at members' meetings shall consist of persons, present in person or by proxy, representing one-third (1/3) of the voting interests of the Association. There shall be no quorum requirement necessary for election of members of the Board, however, at least twenty (20%) percent of all eligible voters must cast a ballot in order to have valid election, except in the situation where the number of candidates equals the number of vacancies, in which case no election is required. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval is required by the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these By-Laws. Joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such member for the purpose of determining a quorum.

6. Except as otherwise provided herein, votes may be cast in person, or by limited proxy. All proxies shall be limited proxies, may be made by any person entitled to vote, shall be valid only for the particular meeting designated therein and any lawful adjournment thereof and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. The Board of Directors shall be elected by written ballot, voting machine or in any other manner allowed by law. Proxies shall in no event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Elections of directors shall be decided by a plurality of those ballots cast. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid.

7. Action by Written Consent. Action required or permitted by the Declaration, Articles, By-Laws or any statute to be taken at an annual or special meeting of the members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting, on the following matters: (a) approving, disapproving or modifying amendments to the Declaration, Articles,

and Bylaws; (b) approving, disapproving, limiting, increasing, decreasing or deleting requirements for reserves, or utilizing reserves or portions thereof for purposes other than for which they were collected, including interest earned thereon; (c) approving, disapproving, limiting, increasing, decreasing or modifying capital expenditures and/or material alterations or substantial additions to the Common Elements and/or material alterations or modifications to the appurtenances to a unit, (d) waiving, deleting or changing the type of any financial report or financial statement required by law or the Condominium Documents, and (e) any other matters now or hereafter permitted for which action by written agreement without meetings is allowed by any statute, including Sections 617.0701(4) and 718.11242(d)(3), Florida Statutes, as same may be amended or renumbered from time to time. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes, and delivered to the Association. No written consent shall be effective to take the action referred to therein unless, within sixty (60) days of the date of the earliest dated consent delivered to the Association, written consent signed by the number of members required to take action is delivered to the Association. Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. No revocation is effective unless in writing and until received by the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized actions. Action by written consent may also be utilized in conjunction with meetings of the members. In such event, the action will be authorized if approved by a combination of written consents and votes totaling not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting. If action by written consent is utilized in conjunction with a meeting, no written consent shall be effective to take the action referred to therein unless such written consent is delivered to the Association at or before the time and the date of the meeting, and the Association receives the combined requisite number of consents and votes to authorize the proposed action.

8. Voting.

(a) Number of Votes. Except as provided in Paragraph 7 hereof, in any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration, the Articles of Incorporation or these By-Laws. As used in these By-Laws, the Articles of Incorporation, or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean those Unit Owner, having more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained.

(c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit, shall be designated by a Certificate of Voting Member signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a Certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. If a Unit is owned by a partnership, any general partner or Primary Occupant may vote on behalf of the partnership. If a Unit is owned in trust, any grantor, trustee of a trust, or Primary Occupant shall be entitled to vote. If a Unit is owned by a limited liability company, any member, manager, officer or Primary Occupant may vote on behalf of the limited liability company. Any person with bona fide apparent authority asserting the right to vote on behalf of a Unit owned by an artificial entity shall be presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Association designating some other person entitled to vote or if the Association has reasonable cause to believe such person is not eligible to vote. A Certificate of Voting Member shall be valid until revoked or until superseded by a subsequent Certificate or until a change in ownership of the Unit concerned. A Certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a Certificate designating the person entitled to cast the vote for a Unit for which such certificate is required, and is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such Certificate is filed, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the manner provided above. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting and their vote shall not

be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the Unit vote.

9. The agenda and order of business at annual Members' meetings and, as far as applicable at all other Members' meetings, shall be:

- (a) Call to order by the President;
- (b) At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
- (c) Appointment by the President (or chairman) of inspectors of election;
- (d) Election of Directors;
- (e) Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;
- (f) Proof of notice of the meeting or waiver of notice;
- (g) Disposal of unapproved minutes, if any;
- (h) Reports of Officers, if any;
- (i) Reports of Committees, if any;
- (j) Disposal of voting items included by Board in meeting materials, if any;
- (k) Adjournment.

V

BOARD OF DIRECTORS

1. A majority of the Board of Directors present shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

VI

ELECTION OF DIRECTORS

Election of Directors shall be conducted in the following manner:

1. Election shall be by ballot, voting machine or in any other manner allowed by law, each person voting being entitled to cast his vote for each of as many candidates as there are vacancies to be filled. There shall be no cumulative voting.

2. There shall be a total of five (5) Board members.

3. Any Director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of the voting interests of the members called for that purpose. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. The vacancy on the Board of Directors so created shall be filled by the members of the Association at the same meeting, or by the remaining Directors if the recall and removal is by agreement or voting, provided that such remaining Directors shall not appoint any member of the Board of Directors removed by that recall.

4. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently or until his or her successor is duly elected and qualified, or until he is removed in the manner provided above.

5. A legal entity that owns a unit or multiple units may appoint one (1) representative to run for the Board of Directors for its unit(s), it being the intent of this section that a legal entity may only have one representatives running for or serving on the Board at any one time.

VII BOARD MEETINGS

1. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Special meetings of the Board of Directors may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than two (2) days' notice of any Board meeting shall be given personally or by mail, telephone or telegraph to each Director, which notice shall state the time, date, place and purpose of the meeting.

2. Notice of all meetings of the Board of Directors, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property forty-eight (48) continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed, or approved, shall be mailed, delivered or electronically transmitted to the unit owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Any unit owner may tape record or videotape meetings of the Board and may speak at such meetings with reference to all designated agenda items, subject, however, to Board rules.

3. A quorum at a Directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting which a quorum is present, shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws. A director of the Association who is present at a meeting of its Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board meetings. Directors may vote by secret ballot for the election of officers only. A vote or abstention for each director present shall be recorded in the minutes.

4. The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed.

5. Owner Right to Speak at Board Meetings. Meetings of the Board of Directors, at which a majority of the Board Members are present, shall be open to all Members. Members may not designate third persons, through power of attorney or otherwise, to attend Board meetings unless agreed to otherwise by the Board. The Member's right to attend Board meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Member statements. Unless otherwise provided by the Board, each Member is entitled to speak for three minutes with reference to each designated agenda item.

6. Recording of Board Meetings. Unit Owners may record meetings of the Board and meeting of the Members for their own personal use, but may not post such recordings on any website or other media which can be readily viewed by persons who are not Members of the Association. The Board may adopt reasonable rules governing the recording of meetings of the Board and the membership.

7. Closed Board meetings. Board meetings subject to the attorney-client privilege and Board meetings involving personnel matters shall not be open to Member attendance. In such instance, notice of such closed meeting shall be posted conspicuously on the Condominium.

8. Meetings of any committee of the Board at which a quorum of the members of that committee are present shall be open to all owners. A committee is defined as only those groups which make recommendations to the Board regarding the Association's budget, or which take action on behalf of the Board. Written notice, which notice shall specifically incorporate an identification of agenda items, of all committee meetings shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency.

VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board shall have the power to:

A. To call meetings of the members.

B. To appoint, remove at its pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

C. To establish, levy and assess and collect special assessments and the assessments for common expenses from the unit owners, necessary to operate the Association and carry on its activities, and to adopt a budget for each calendar or fiscal year (as same may be adopted by the Board of Directors) which shall include the estimated funds required to defray the current expenses and shall include reserve accounts for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than \$10,000.00, or any other amount required pursuant to Section 718.112(2)(f)(2), Florida Statutes, as same may be amended or renumbered from time to time. These accounts must include roof replacement, building painting, and pavement resurfacing. In addition, reserve accounts shall be included in the budget adopted by the Board for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000 pursuant to Section 718.112(2)(f)(2), Florida Statutes, as same may be amended or renumbered from time to time. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost or deferred maintenance expense of each item. The board may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. The members may, by a vote of the majority of the members present at a duly called meeting of the Association, determine for a fiscal year to provide no reserves or reserves less adequate than required herein.

D. To appoint committees, adopt and publish rules and regulations governing the use of the Condominium Property or any portion thereof, specifically but not limited to rules regarding pets, parking and towing of vehicles from the Condominium Property for violations of parking rules and the personal conduct of the members and their lessees, invitees and guests on the Condominium Property or any portion thereof, including reasonable admission charges if deemed appropriate.

E. To authorize and cause the Association to enter into contracts for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

F. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to members in the Declaration of Condominium or the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

A. To cause to be kept a complete record of all its acts and corporate affairs.

B. To supervise all officers, agents and employees of this Association and to see that their duties are properly performed.

C. With reference to assessments of the Association:

(1) Assessments against the unit owners for their share of the items of the budget shall be made for the calendar year, annually in advance on or before December 20th preceding the year for which the assessments are made, or on such alternate date as the Board of Directors may determine. Such assessments shall be due in twelve (12) equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by amended assessments. In the event the annual assessment proves to be insufficient, the budget and assessments therefore may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made, or as otherwise provided by the Board of Directors.

(2) The specific purpose or purposes of any special assessment approved in accordance with the condominium documents shall be set forth in a written notice of such assessment sent or delivered to each unit owner. The funds collected pursuant to a special assessment shall be used only

for the specific purpose or purposes set forth in such notice. Upon completion of such purpose or purposes, including the Board's determination that the purpose for which the special assessment was approved is no longer necessary, any excess funds will be considered common surplus and may, at the discretion of the Board, either be returned to the unit owners or applied toward future assessments. Notwithstanding the above, the unit owners may, by a vote of the majority of the members present at a duly called meeting of the Association, determine to use the funds collected by special assessment for a different purpose or purposes then as set forth in said notice.

(3) To send notice of each assessment to every member subject thereto.

(4) Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest amount allowed by the laws of the State of Florida.

(5) A late fee in the highest amount permitted by law shall be added to each assessment or installment thereon not paid within ten (10) days from the due date.

IX **OFFICERS**

1. The officers shall be a President, a Vice president, a Secretary and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the officers need not be.

2. The officers of the Association shall be elected by the Board of Directors at the organizational meeting of the Board of Directors, which shall be held immediately following the annual meeting of the Association or within ten (10) days thereafter. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified,

3. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

6. The Vice President or the Vice President so designated by the Board of Directors if there is more than one (1) Vice President, shall perform all of the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall: (a) record the votes and keep the minutes of all proceedings in a book to be kept for that purpose; (b) sign all certificates of membership; (c) keep the records of the Association; and (d) record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual compilation (or such other financial report as required by law) of the Association books be made by an accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.

X **BOOKS AND PAPERS**

The books, records and papers of the Association shall be made available upon written request, during reasonable business hours, and be subject to inspection by any member in accordance with the provisions of Chapter 718, Florida Statutes and reasonable rules and regulations adopted by the Board regarding same.

XL **SEAL**

The Association shall have a seal in circular form having within its circumference the words: TIVOLI TRACE CONDOMINIUM ASSOCIATION, INC., Not-For-Profit.

XII **METHOD OF AMENDMENT**

These By-Laws may be amended, except as otherwise provided in the Declaration, upon a resolution for the adoption of a proposed amendment, which proposal may be made either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. A proposed amendment to the By-Laws must be approved:

(a) by not less than a majority of the votes of members of the Association represented at a meeting at which a quorum has been obtained and by not less than a majority of the entire Board of Directors; or

(b) by not less than seventy-five (75%) percent of the votes of the members of the Association represented at a meeting at which a quorum has been attained, or

(c) by not less than the entire Board of Directors

XIII **VIOLATIONS AND FINING**

In the event of a violation of the provisions of the Condominium Act (as same may be amended or renumbered from time to time), the Declaration of Condominium, Articles of Incorporation, By-Laws or Rules and Regulations of the Association, as the same are now or may hereafter be amended, the Association may bring appropriate action against a unit owner, director or officer of the Association, any tenant leasing a unit and any other invitee occupying a unit to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or take such other legal remedy as it may deem appropriate and in accordance with the law. The prevailing party in any such action is entitled to recover reasonable attorney's fees. In addition to the remedies available above, the Association may levy fines against a unit for the failure of the owner of the unit or the owner's family, or its occupant, licensee, tenant, invitee or guest of any of the foregoing, to comply with any provision of the Condominium Act (as same may be amended or renumbered from time to time), the Declaration of Condominium, the Articles of Incorporation, By-Laws or Rules and Regulations of the Association, as same may be amended or renumbered from time to time in accordance with the Condominium Act.

The Directors may, pursuant to the Act, levy fines not to exceed the maximum permissible by law, and/or suspend the right to use Common Elements, common facilities, or any other Association Property, as permitted by the Act, for failure of the Owner of the Unit or any Resident, Occupant, Tenant, Guest, Licensee, Invitee, or any Family members thereof to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws. Directors may also, pursuant to the Act, suspend a unit owner's right to vote.

A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. A suspension shall be imposed and enforceable for a reasonable amount of time, as determined by the Board of Directors, and subject to the confirmation or rejection of the independent committee in accordance with the Act.

The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), shall be afforded an opportunity for hearing by being given notice of not less than twenty (20) days. Notice shall be effective when mailed by U.S. mail, certified, return receipt requested, to the address of the Member listed in the official records of the Association, and as to Tenants, to the mailing address for the Unit. Said notice shall include:

- (a) A statement of the date, time, and place of the hearing;
- (b) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions, or laws which have allegedly been violated; and,
- (c) A short and plain statement of the matters asserted by the Association.

The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of Members appointed by the Board, which may not include Board Members nor persons residing in a Board Member's household. If the Committee does not confirm the fine and/or suspension, the fine and/or suspension may not be imposed. Should the Association be required to initiate legal proceedings to collect a duly imposed fine or enforce a duly imposed suspension, the prevailing party in an action to collect said fine shall be entitled to an award of costs and a reasonable attorneys' fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. Members shall be jointly and severally liable for the payment of fines imposed against and/or suspension imposed upon Residents, Occupants, Tenants, Guests, Licensees, Invitees, or any Family members thereof.

Nothing herein shall be construed as a prohibition of or a limitation on the right of the Association to pursue other means to enforce the provisions of the Condominium Documents and all rights and remedies Association shall be cumulative.

XIV **APPLICATION FEE**

Any application for the sale, lease or other transfer of a condominium parcel, including the acquisition thereof by gift, devise, inheritance, involuntary sale or otherwise, shall be accompanied by an application fee in the highest amount permitted by law per applicant, or such lesser amount as the Board may determine, from time to time, by duly adopted rule. The application fee is non-refundable.

XV **RULES AND REGULATIONS**

The Rules and Regulations may be amended from time to time solely at the resolution and approval of the Board of Directors and are a part of the Governing Documents of the Tivoli Trace Condominium Association Inc., hereafter identified as Exhibit "D" to the Declaration. The Rules and Regulations shall be binding on all Unit Owners, the Owners Tenants, or other Occupants of the Owners Unit, while residing in the Unit or are guests of the Owner upon the Common and Limited Common Elements of the Property, regardless of when a Unit was purchased.

XVI **MISCELLANEOUS**

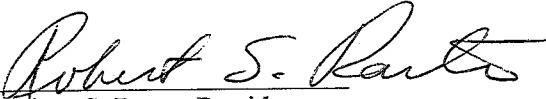
The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

Severability. In the event that any provision of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

CERTIFICATE

The foregoing were amended and restated as the By-Laws of TIVOLI TRACE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on the 15th day of MARCH, 2017.


Robert S. Ranta, President

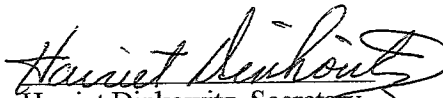

Harriet Dinkowitz, Secretary

EXHIBIT – D

**TIVOLI TRACE, A CONDOMINIUM
RULES AND REGULATIONS
Rev. 08/01/2016**

Building and Unit

1. No physical obstruction of walkways or breezeways with the exception that unit entrances may have a small table (1ft. sq.) or chair and (1) potted (1) gallon plant. Ambulance and fire rescue must be unobstructed.
2. Bar-b-ques must be gas only (no charcoal briquette or wood), cannot be used or stored on patios and must be used and stored a minimum of (16) feet from any building (fire safety code). Additionally they must be stored against the reserve or fence such that they do not obstruct lawn maintenance.
3. No gas or propane type generator may be used in a unit or on the common areas, except as needed by Operational Management or the Association for emergency cleanup.
4. No bulk storage, garbage, refuse, at any time in meter rooms.
5. No physical alteration of any unit or building structure. No fasteners, hangers, shelves, bracket, or other device can be affixed to any exterior wall of a building.
6. No waterbeds are permitted in any unit.
7. Nothing shall be shaken or hung from patios, balconies, terraces, windows, doors, railings, or fences. No hanging or drying of clothing, carpets, or other items of any kind shall be done anywhere on the common areas of the property.
8. Nothing shall be permitted to fall, to be swept, or to be thrown from patios, balconies, terraces, windows, or doors, onto any common area of the property. Any violation may be subject to fine and all costs for remediation of same shall be paid by the unit occupants/residents.
9. No trash bags, refuse, or garbage, may be left on any common area, breezeway, at the unit door, or on the patio, but must be brought to the dumpster immediately. All refuse must be in sealed plastic bags. All boxes and containers must be broken down flat to be placed in the dumpster area. NOTHING shall be placed outside the dumpster walls. Recyclables must be placed in the appropriate containers provided by the City of Deerfield Beach.
10. No refuse, debris, demolished materials, contractor waste, landscape or tree trimmings, from outside the community may be brought onto the property or dumped at or in the dumpsters. Only that garbage, refuse, or debris generated by the residents while living in the community/unit may be discarded....garbage in the dumpsters, and bulk refuse, adjacent to the fire hydrant near the dumpster between bldgs. 567 and 545.
11. No storage of paints, chemicals, lubricants, solvents, or other hazardous volatile materials in units.
12. No storage of fireworks, gunpowder, or unregistered weapons.
13. No business or enterprise may be operated from any unit, requiring ingress and egress of patrons onto the premises (telephone or Internet OK as long as not illegal). No resident may operate any business or enterprise on the common area or parking lot.
14. No loitering on common areas or stairwells, or throwing of trash, or cigarette butts on the common areas.
15. No noise disturbance. Theater systems with subwoofers must be operated at low volumes such that neighbors are not bothered by conveyance of subsonic vibration through the building structure. Stereos, musical instruments, sound amplifiers, vocal training, must not be heard or felt (vibration transmitted through building structure) outside the unit.
16. No leased units may be sub-leased or used in any manner by anyone other than the lessee.
17. No resident may engage any employee of the Management or Association for any work inside a unit unless that work is directed by the Management or Association. Residents may not interfere with or restrict the access of any employee, or sub-contractor, of the Management or Association in the performance of their duties.
18. Use of electronic equipment that interferes with other residents' radio, TV, land-line, or cell phone operation is not permitted. Wireless internet (Wi-Fi) modem/routers must be setup with security enabled.
19. Patios and attics are limited common elements of the Association, are not owned by the unit owner, but may be used by the unit owner as long as such use is in conformance with the Associations By-Laws and rules and regulations. The Association maintains exclusive control over these areas and may enter such areas from time to time to make insurance inspections or maintenance inspections or repairs. The unit owner or tenant may not restrict, impede, nor deny the Association right to access these areas. The Association shall, as a courtesy however, provide timely notice of its arrival for such requisite purpose
20. Patios may not be used for bulk storage or cleaning and household maintenance tools and appliances, such as vacuums, ladders, mops, brooms, Patios may contain (1) table and chairs (patio furniture), limit of (3) potted plants (not to exceed 1 gallon size), Patios may have two bicycles (not overhanging the railing, stuck through the railing, or hung from a wall). Patios are permitted to have up to two (2) Rubbermaid type stackable storage cabinets with doors, such that shelves or drawers are concealed. No open shelving.

21. When a unit owner or resident fails to take remedial action to clean up, or remove bulk items from a patio, or debris or trash from outside of a unit. The Association may fine the unit owner, after allowing the required time for appeal to the violation committee. Fines may be assessed to the owner's Association account. At this point the Association may enter upon the patio to remove items in violation. The Association does not require approval or permission to do so, but will as a courtesy, give timely notice of its arrival.

22. Exterior antennas or cable dishes are not permitted on the common areas of the property. A TV dish is permitted on a patio if it is free standing (i.e. potted in cement in a 5 gallon container), and not attached to the building or any railing. Wires must be run through the patio door opening and cannot be drilled through the building, or run across the outside of the building to any window room.

23. Keys to all units may be retained by the Management or Association. The resident may not change the lock with a new key after moving in without the approval of the Association and the submission of a key to the new lock to the Association. (Subject to Association policy memorandum, February 2017)

24. Mailboxes at the clubhouse are an extension of the United States Postal service. Any changes of locks or keys must be done by U.S. Post Office personnel. Residents must go to the main branch at Hillsboro Blvd and 2nd Avenue with your box number and proof of residency to request changes or repairs.

25. Electrical outlets and hose bibs on the common areas are for use by maintenance personnel only.

26. No water hose or electrical extension may be run from a residence to the parking lot or to a vehicle in the parking lot. No wires may pass through walls, doors, or windows, or be attached to any structure outside of a unit.

27. Fans or air-conditioners are not allowed to be installed in the windows or doors.

28. No awnings, canopies, or rollups are to be installed in any window or door opening.

29. No hurricane protection shall be installed unless approved by Management or Association and meets Florida Windstorm Code requirements. None shall be installed without a City of Deerfield Beach Permit.

30. No alarm shall be installed without a City of Deerfield Beach Alarm Permit and must be totally wireless, no wires may be routed through any walls, ceilings or floors. Systems must not generate electrical or radio transmission Radio Frequency interference (RFI) to adjoining units.

31. No air-conditioning or water heating equipment shall be repaired or replaced unless by a Florida Operational Licensed Company or Person. All replacements require a permit from the City of Deerfield Beach or Broward County.

32. All replacement or installation of tile, wood laminates, or vinyl laminates, shall be done in conformance to the latest building codes, which require a cork or equivalent sound absorbingsub-layer beneath such tile or laminates, second floor.

33. No electrical wiring may be done in any unit without approval from the Association and without the necessary permits from the City of Deerfield Beach. Please consult with the Association before attempting any remodeling.

34. No drilling shall be made or hammering of any fastener or device shall be made into the concrete slab, floor or ceiling, of a unit.

35. In the event of fire or other hazard no demolition may be performed, beyond that of fire officials or by the Association as remediation to protect other units, in any unit without the appropriate permits from the City of Deerfield Beach or Broward County.

36. Mold removal and remediation requires a state certified hazmat contractor and requisite permits.

37. There shall be no operation of remote controlled (RC) devices, whether airborne or ground, gas or electric powered; no model craft of any kind, on the common areas.

38. Unit owners may not put any plants, trees, seeds, or seedlings into the ground on any part of the common area, nor may unit owners remove any plants or shrubs, perform any landscape maintenance of any, grass, shrubs, or trees on the common area. All architectural control for landscaping resides with the Association, therefore all exterior landscaping is managed will be removed immediately and without notice.

39. Any arrangements for birthday parties or other celebrations must be approved by the Association in advance. The resident must sign a waivers of liability and must provide a damage / cleanup fee deposit in advance which is refundable.

40. No sign, advertisement, or bill can be posted or placed in a unit window, door, or free standing on the common area, or at the clubhouse, except on the cork bulletin board inside the clubhouse outside of the restrooms.

Parking:

1. No Vehicle repairs in the parking lot, with the exception of a jump start, flat tire change, air filter change, light bulb change. No break jobs, shock changes, transmission work, A/C repairs, tune-ups, electrical repairs, stereo installations,

body work, or other vehicle repairs. These must be done at a dealership or repair shop. Vehicles which cannot move under their own power cannot remain on the property for more than 24 hours. No vehicle shall remain with its wheel on a jack or other lift device, while a tire is being repaired. If a tire cannot be changed by the resident, then the vehicle must be towed to a service station for repairs.

2. Vehicles may not be parked needing body repairs. Body repairs include: rust-out, dented panels or fenders, missing body panels/fenders, chipped or faded-out paint.

3. Pickup trucks parked overnight must have the bed contents covered if they contain work or other gear or equipment, materials or supplies.

4. All vehicles must have valid license plates with a current year registration (yellow sticker if Florida). All vehicles must have a current (not expired) insurance policy meeting the minimum requirements for vehicle registration.

5. Drivers must adhere to posted traffic signs and are subject to fine by the Broward County Sheriff.

6. Vehicles must enter the property quietly. Stereo systems must be at low volumes and no revving the engine; i.e. so as not to disturb other residents or wake up the neighborhood late at night. No open exhaust, noisy, or glass pack mufflers.

7. No structure, tent, or parking shade device may be erected in the parking lot and will be immediately removed at the owners' expense.

8. No For-Sale signs on vehicles.

9. No ladders, boats, pipes, kayaks, or other items on top of vehicles. Work vans must have collapsible ladders which can be stored in the vehicle. If items cannot be stored in the vehicle they must be put in public storage. Ladders and work equipment must not be "hidden" behind shrubs, buildings, reserve areas, meter rooms, patios, under the vehicle or anywhere on the common areas.

10. All motor vehicles parked at Tivoli Trace must have a valid Tivoli Parking Registration/Barcode Sticker (including motorcycles). Parking Registration Stickers must be placed such that the sticker is facing the center of the lot on the right of the bumper or window such that sticker can be read by security patrols without having to inspect the opposite side of the vehicle, i.e., must be on the front or rear, bumper or windshield, on the right side of bumper or glass. No Parking Registration Stickers shall be given to unregistered, unapproved (illegal occupant), not having a valid lease, of the owner and approved application for residency of the Association. Occupants not on the deed, unless deemed family members, shall be considered occupants or tenants, even if sharing occupancy with the owner. Unit Owners or renters are allotted two parking registrations for two parking spaces per house hold, one per household resident, due to space limitations, and shall be assigned by the Association; one permanent space assigned to the unit number, and one open guest space. Unit owners may not re-assign or transfer a parking registration to another vehicle, another owner, resident, or anyone residing elsewhere. If only one resident is approved, then only one Parking Registration will be assigned. To obtain a Parking Registration sticker, proof of residency must be established by copy of Driver's License, Florida Motor Vehicle Registration, and up to three months electric and phone utility bills mailed to the Tivoli Trace Unit address. Guests of the owner or tenant shall be allowed one yellow guest pass, for three weeks, to be hung on the rear-view mirror.

11. Parking spaces are not owned by the owner, are limited common elements of the Association, and are assigned by the Association.

12. Vehicles which are filthy dirty in appearance and present an eye-sore to the community will be towed after notice.

13. Vehicles Class "C" or greater, that have more than 4 wheels and more than two axes are prohibited. This includes pickup trucks with dual rear wheels or that have "big foot" huge tires with jacked-up off road suspensions.

14. No recreational vehicles; trailers, campers, boats or other watercraft, aircraft, or recreational conveyance. This includes cars with boats, surfboards, kayaks on roof racks, with the exception of bicycles on a bike rack or roof bike rack.

15. No commercial vehicles with commercial lettering are allowed in the parking lot overnight (dusk to dawn). Work vehicles with lettering must have removable magnetic signs or lettering covered by a cover such that the lettering is not displayed. Parking Sticker Registration number shall be marked on any vehicle cover to be visible to Park security patrols.

16. No excessively loud (at the discretion of the Association) motorcycles or bikes with un-muffled exhaust. Small motor bikes/scooters are OK but must be registered with the Association and parked only on the asphalt in front of the unit owners assigned parking space bumper stone.

17. No motor vehicle may be parked or washed on the grass, concrete, in breezeways, grass, or other common area for any reason.

18. Ladders or other work equipment must not remain on vehicle roof racks overnight and must be placed inside the vehicle. Ladders and work equipment must not be "hidden" behind shrubs, buildings, reserve areas, meter rooms, patios, or other common areas, but must be put inside the vehicle.

19. There shall be no charging of any batteries or electric vehicles, requiring a charger or AC extension cord connection, running from meter rooms, patios, windows, or doors of the unit to the vehicle for such purpose.

20. No vehicles may be stored on the property or used for storage in lieu of a Public Storage locker.

Clubhouse Pool Spa and Recreational Areas

1. All recreational areas will comply with state, county, and local ordinances and residents shall be subject to fine or imprisonment for violation of those ordinances.
2. Clubhouse is for recreational purposes of the residents of the community only, and may not be used for any business, religious, or political purpose. The clubhouse area may be reserved in advance for parties or functions and will be subject to a security deposit and fee (non refundable) for cleaning and use of the utilities.
3. Clubhouse, Pool, and spa are subject to county health and safety, building, and fire safety codes. BSO shall enforce all state, county, municipal codes, per Section SS 810.09.
4. Pool and Spa Rules are posted on the premises:
 - a) The usage load for the pool is (17) persons max at any one time, the usage load for the Spa is (5) persons max at any one time. A maximum of (35) persons (in or out of pool or spa) is permitted at any time on the pool deck.
 - b) No bar-b-que grill may be used on the pool deck or premises at any time.
 - c) Alcohol and Drugs: No alcohol or of drugs, in the pool area or any common area.
 - d) No nude bathing
 - e) No Running, jumping, or diving into the pool or spa.
 - f) No use of soaps, lotions, or detergents in the spa.
 - g) Women menstruating are not allowed in pool or spa.
 - h) No wheeled conveyance; skateboards, bikes, scooters, skates, with exception of a wheelchair, hov-a-round, or baby stroller is permitted in the mailbox area, on handicap ramps, or on the pool deck area at any time.
 - i) No glass containers in the pool area.
 - j) No pets allowed on the pool deck area.
 - k) No use of life safety or fire safety equipment except in case of emergency.
 - l) Pool hours are dawn to dusk or as posted.
 - m) Maximum of 4 persons per household including guests.
 - n) No parties or loud music on pool deck.

Pets

1. All pets must be declared and approved by the Management or Association before domiciled on the property. Pets that are allowed in units are specified in the Associations Governing Documents.
2. Number of pets per household limited to two (dog or cat). No single pet over 20lbs at maturity.
3. All pets allowed must have a current registered health certificate and tag.
4. All pets outside of a unit must be on a leash held by the resident. Not pet shall be allowed to run free or at large. No resident may construct or install a doggie door in any glass door, window, or screened in enclosure to allow pets to roam freely or at large (outdoors). If the patio is on the ground floor and has a patio door, the door may not be left ajar to allow the pet to freely roam the common areas. All dog droppings (poop) must be picked after walking. Violations shall be subject to fine for each offense.
5. Pets may not be left unattended for more than 12 hrs. and may not be left unattended on patios or tied up outside of a unit.
6. No birdcages, birdbaths, feeders may be placed anywhere outside of a unit, as seeds attract squirrels and other rodents to the property. A single small bird cage (as approved by the Association) may be placed within a screened in patio. No large squawking Parrots or other exotic birds. Parakeets and canaries may be OK providing they do not create a noise disturbance to surrounding neighbors.
7. No pet at any time may present a smell/odor disturbance or a noise disturbance to neighbors, i.e. continuous barking (dogs), or annoying chirping (birds)., or odor or smell from urine or feces.
8. No resident or guest may feed surrounding wildlife, stray cats or dogs, squirrels, raccoons, armadillos, possums, pigeons, crows, ducks, geese, or other wildlife, as provided by county and state wildlife ordinances.
9. No screened in patio enclosure may be used solely as a birdcage or pet pen such that bird droppings or feces, urine, and food droppings are permitted to collect on the patio floor.
10. No trap door or pet door may be placed in any screen door or screen enclosure to allow pets to freely roam the common areas, without the owner, and not on a leash.