

*Monte Carlo Townhomes of Margate  
Homeowners Association  
c/o Consolidated Community Management, Inc.  
10034 West McNab Rd.  
Tamarac, Fl. 33321  
954-718-9903*

*April 11, 2008*

*Dear Unit Owners,*

*The Associations Attorney has advised the following:*

*"The incorrect previous version of the amendments was forwarded to the Association and inadvertently mailed to the homeowners in error. Accordingly, enclosed is a copy of the correct version of the amendments, as approved by the membership at the meeting on January 24, 2008 and recorded in the Broward County Public Records."*

*Please attach these amendments to your Association Documents.*

*Sincerely,  
The Board of Directors*

This Document Prepared by:  
Scott J. Levine, Esquire  
Brough, Chadrow & Levine, P.A.  
1900 North Commerce Parkway  
Weston, FL 33326

CERTIFICATE OF AMENDMENT  
TO THE DECLARATION FOR MONTE CARLO

WITNESSETH:

WHEREAS, the Declaration for Monte Carlo was duly recorded in Official Records Book 39222 at Page 127, et. seq. of the Public Records of Broward County, Florida, and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Monte Carlo Townhomes of Margate Homeowners Association, Inc., a Florida not-for-profit corporation, held on Thursday, the 24th day of January, 2008, at which a quorum of the Board of Directors was present, the Board Members approved the amendment to the Declaration for Monte Carlo set forth hereinbelow by an affirmative vote of the Board of Directors in excess of that required for amendments to the Declaration, and

WHEREAS, at a duly called and noticed meeting of the membership of Monte Carlo Townhomes of Margate Homeowners Association, Inc., a Florida not-for-profit corporation, held on Thursday, the 24th day of January, 2008, at which a quorum was present, the members approved the amendment to the Declaration for Monte Carlo set forth hereinbelow by an affirmative vote in excess of that required for amendments to the Declaration, and

NOW THEREFORE, the undersigned hereby certify that the following amendment to the Declaration for Monte Carlo is a true and correct copy of the amendment to the Declaration for Monte Carlo as approved by the Board of Directors and the membership:

AMENDMENT TO THE DECLARATION FOR MONTE CARLO

(Additions indicated by underlining "\_\_\_\_"; Deletions by Strikethrough "-----")

I. Amendment to Section 13.27 Leases, as follows:

13.27 Leases ~~Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association if so requested by Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time share or other similar arrangement~~

(5)

prior to approval by the Association as provided for herein.

(e) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations.

(f) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

(g) All assessments, fines and other charges against the Home have not been paid in full, and/or the Home (and/or the Owner(s) thereof) is in violation of any of the provisions of the Declaration and/or applicable Rules and Regulations; provided however, the Association may grant approval for the proposed lease/renewal subject to payment in full of all outstanding assessments, fines and/or other charges, or correction of any outstanding violations, as appropriate, as a condition of the approval.

13.27.5. Screening Fees. The Association may require the payment of a preset screening fee of \$100.00 simultaneously with the giving of notice of intention to lease. Said screening fee shall be set by the Board from time to time and shall be in conformance with applicable law. No fee may be collected in connection with an application to renew a previously approved lease.

13.27.6. Responsibilities of Owner. The Owner shall be responsible for the negligence, conduct, acts, or omissions of the Owner's Guests, Lessees and Invitees. The Owner shall be responsible for any damage caused to the Association's Common Areas or property by the Owner's Guests, Lessees and Invitees. In the event of non-payment by the Owner of any damage to the Association's Common Areas or property, such amounts will be considered assessments and collectible in the manner as provided in this Declaration. In addition, the Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary including, without limitation, the right to institute an action for eviction against the tenant/tenants in the name of the Association. The Association shall recover its costs and reasonable attorney's fees at all levels, including pre-suit, suit and appeal, should it need to initiate any action against an Owner or tenants under this Section.

13.27.7. Fifteen Percent (15%) Cap on Leases. Notwithstanding anything contained herein to the contrary, once the number of Homes leased equals fifteen percent (15%) of the total number of Homes within Monte Carlo, the Board may, in its absolute and sole discretion, prohibit the further leasing of Homes until such number of leased Homes again equals fifteen percent (15%) or less of the total number of Homes within Monte Carlo. Notwithstanding the foregoing, the aforementioned fifteen percent (15%) cap on leases shall not be applicable to those Owners who acquired title to their Home prior to the recording of this amendment in the Public Records of Broward County, Florida. Owners who acquire title to their Home after the recording of this amendment in the Public Records of Broward County, Florida shall be subject to the aforementioned fifteen percent (15%) cap on leases.

the lessee to comply with the Declaration and applicable Rules and Regulations; shall provide, and if it does not, shall be deemed to provide that any violations of the aforementioned documents shall constitute a material breach of the lease; shall contain a provision, and if it does not, shall be deemed to include a provision, appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Owner shall have a duty to bring his or her tenant/tenants conduct and actions into compliance with the Declaration and applicable Rules and Regulations by whatever action is necessary, including without limitation, the institution of eviction proceedings, without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the tenant(s) into compliance with the Declaration and applicable Rules and Regulations, the Association shall then have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the tenant/tenants' non-compliance with the aforementioned documents, including without limitation, the right to institute an action for eviction against the tenant/tenants in the name of the Association. The Association shall recover its costs and reasonable attorney's fees at all levels, including pre-suit, suit and appeal, should it need to initiate any action against an Owner or tenants under this Section.

13.27.4. Disapproval of Lease. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within thirty (30) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval. Approval of the Association shall be withheld only if a majority of the entire Board so votes. If the Association disapproves a proposed lease or renewal, the lease shall not be made or renewed. Any rental of a Home made in violation of this Declaration shall be voidable and the Association may act as agent for Owner and invoke any remedies provided by law, including but not limited to, the initiation of immediate eviction proceedings to evict the unauthorized persons in possession. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application. The Board may consider the following factors and may confer with counsel in reaching its decision. The following may be deemed to constitute good cause for disapproval:

(a) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration or applicable Rules and Regulations, or the occupancy would be inconsistent with the aforementioned documents.

(b) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

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

(d) The Owner allows a prospective lessee to take possession of the premises

is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be for less than six (6) months. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

13.27.1. An Owner shall not lease the Home anytime within one (1) year of purchase. Owners who acquire title as a result of inheritance may lease the Home within the first year, so long as the lease and the occupancy contemplated by the lease, has been approved in advance in writing by the Board of Directors.

13.27.2. Only the entire Home may be rented. Rent-sharing, the rental of rooms or less than the entire Home is prohibited. There shall be no subdivision or subletting of the Homes. Homes may only be occupied by tenants as a single family residence. The maximum number of tenants permitted to occupy a Home within the Association shall be two (2) persons for each bedroom of the Home. All leases shall be for a period of one (1) year. No Home may be subject to more than one (1) lease in any twelve (12) month period, unless approved in advance by the Board of Directors in its sole and absolute discretion.

13.27.3. Approval of Leasing. All leases and lease renewals shall be subject to prior approval of the Association. Approval shall not be unreasonably withheld. For purposes hereof, occupancy of a Home by a person or persons in the absence of the Owner, except for the spouse of the Owner, parents, grandparents or siblings, of either the Owner or spouse, in excess of sixty (60) days, shall be treated as a lease and must be approved in advance in writing by the Association. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, an Owner or his agent shall apply to the Association for approval of such lease; if desired, the Board or its managing agent may prescribe the application form. The Association may waive the application requirement if the tenant/tenants has/have resided in the Home pursuant to an approved lease or other occupancy prior to the effective date of the instant lease. However, this shall not be construed as to allow leasing, renting, or occupancy by persons other than permitted guests without the advance written approval of the Board. The Board may require the use of a uniform lease or require the addition of an addendum, protecting the Association's interests. The Owner or the intended lessee shall furnish to the Association such information as the Association may reasonably require, including a copy of the proposed lease, a security deposit in the amount equal to one (1) month's rent for the subject Home (or such other amount as permitted by Florida Statute) made payable to the Association, and the prospective lessee (as well as all intended occupants of the Home) shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The security deposit shall be deposited by the Association in an institutional bank and shall not be commingled with other funds of the Association. The security deposit shall be used to reimburse the Association in the event that lessee or lessee's guests or invitees cause damage to the common areas of the Association or to Association property. The Association may require a background investigation as to the proposed lessee's finances, credit history, criminal history, residential history or otherwise. All prospective lessees must have a minimum monthly household income of at least twice (2x) the monthly rental charge for the Home rented. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the Owner's obligation to furnish the lessee with a copy of the Declaration and applicable Rules and Regulations. Each lease, or addenda attached thereto, shall include, and if it does not, shall be deemed to include, an agreement of

11. Except as amended and modified herein, all other sections of the Declaration for Monte Carlo shall remain unchanged and in full force and effect according to their terms.

IN WITNESS WHEREOF, Monte Carlo Townhomes of Margate Homeowners Association, Inc., has executed this Amendment to the Declaration for Monte Carlo, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

WITNESSES

Sign [Signature]

Print Stamile Parasoreen

By: [Signature]

Tiffany Davis, President

Sign [Signature]

Print Matias Mayo

By: [Signature]

[Signature], Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD )

SS

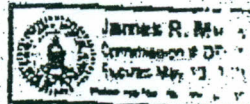
The foregoing instrument was acknowledged before me this 29 day of February, 2008, by Tiffany Davis as President, and Matias Mayo as Secretary of Monte Carlo Townhomes of Margate Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or produced as identification, and did take an oath.

NOTARY PUBLIC:

SIGN [Signature]

PRINT JAMES R. MILLS

STATE OF FLORIDA AT LARGE  
My Commission Expires:



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II. Except as amended and modified herein, all other sections of the Declaration for Monte Carlo shall remain unchanged and in full force and effect according to their terms.

IN WITNESS WHEREOF, Monte Carlo Townhomes of Margate Homeowners Association, Inc., has executed this Amendment to the Declaration for Monte Carlo, this \_\_\_\_ day of \_\_\_\_\_, 2008.

WITNESSES

Sign [Signature]

Print Shamile Barrasera

Sign [Signature]

Print Matt Mayor

By: [Signature]

Tiffany Davis, President

By: [Signature]

Secretary

STATE OF FLORIDA )  
 ) SS  
COUNTY OF BROWARD )

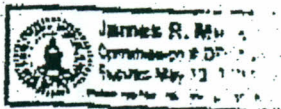
The foregoing instrument was acknowledged before me this 29 day of February 2008, by Tiffany Davis as President, and Matt Mayor as Secretary of Monte Carlo Townhomes of Margate Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or produced as identification, and did take an oath.

NOTARY PUBLIC:

SIGN

PRINT James R. Miles

STATE OF FLORIDA AT LARGE  
My Commission Expires:



*Monte Carlo Townhomes of Margate  
Homeowners Association*  
c/o Consolidated Community Management, Inc.  
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13.27.2. Only the entire Home may be rented. Rent-sharing, the rental of rooms or less than the entire Home is prohibited. There shall be no subdivision or subletting of the Homes. Homes may only be occupied by tenants as a single family residence. The maximum number of tenants permitted to occupy a Home within the Association shall be two (2) persons for each bedroom of the Home. All leases shall be for a period of one (1) year. No Home may be subject to more than one (1) lease in any twelve (12) month period, unless approved in advance by the Board of Directors in its sole and absolute discretion.

13.27.3. Approval of Leasing. All leases and lease renewals shall be subject to prior approval of the Association. Approval shall not be unreasonably withheld. For purposes hereof, occupancy of a Home by a person or persons in the absence of the Owner, except for the spouse of the Owner, parents, grandparents or siblings of either the Owner or spouse, in excess of sixty (60) days, shall be treated as a lease and must be approved in advance in writing by the Association. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, an Owner or his agent shall apply to the Association for approval of such lease; if desired, the Board or its managing agent may prescribe the application form. The Association may waive the application requirement if the tenant/tenants has/have resided in the Home pursuant to an approved lease or other occupancy prior to the effective date of the instant lease. However, this shall not be construed as to allow leasing, renting, or occupancy by persons other than permitted guests without the advance written approval of the Board. The Board may require the use of a uniform lease or require the addition of an addendum, protecting the Association's interests. The Owner or the intended lessee shall furnish to the Association such information as the Association may reasonably require, including a copy of the proposed lease, a security deposit in the amount equal to one (1) month's rent for the subject Home (or such other amount as permitted by Florida Statute) made payable to the Association, and the prospective lessee (as well as all intended occupants of the Home) shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The security deposit shall be deposited by the Association in an institutional bank and shall not be commingled with other funds of the Association. The security deposit shall be used to reimburse the Association in the event that lessee or lessee's guests or invitees cause damage to the common areas of the Association or to Association property. The Association may require a background investigation as to the proposed lessee's finances, credit history, criminal history, residential history or otherwise. All prospective lessees must have a minimum monthly household income of at least twice (2x) the monthly rental charge for the Home rented. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the Owner's obligation to furnish the lessee with a copy of the Declaration and applicable Rules and Regulations. Each lease, or addenda attached thereto, shall include, and if it does not, shall be deemed to include, an agreement of

the lessee to comply with the Declaration and applicable Rules and Regulations; shall provide, and if it does not, shall be deemed to provide that any violations of the aforementioned documents shall constitute a material breach of the lease; shall contain a provision, and if it does not, shall be deemed to include a provision, appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Owner shall have a duty to bring his or her tenant/tenants conduct and actions into compliance with the Declaration and applicable Rules and Regulations by whatever action is necessary, including without limitation, the institution of eviction proceedings, without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the tenant(s) into compliance with the Declaration and applicable Rules and Regulations, the Association shall then have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the tenant/tenants' non-compliance with the aforementioned documents, including without limitation, the right to institute an action for eviction against the tenant/tenants in the name of the Association. The Association shall recover its costs and reasonable attorney's fees at all levels, including pre-suit, suit and appeal, should it need to initiate any action against an Owner or tenants under this Section.

13.27.4. Disapproval of Lease. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within thirty (30) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval. Approval of the Association shall be withheld only if a majority of the entire Board so votes. If the Association disapproves a proposed lease or renewal, the lease shall not be made or renewed. Any rental of a Home made in violation of this Declaration shall be voidable and the Association may act as agent for Owner and invoke any remedies provided by law, including but not limited to, the initiation of immediate eviction proceedings to evict the unauthorized persons in possession. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application. The Board may consider the following factors and may confer with counsel in reaching its decision. The following may be deemed to constitute good cause for disapproval:

(a) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration or applicable Rules and Regulations, or the occupancy would be inconsistent with the aforementioned documents.

(b) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

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

(d) The Owner allows a prospective lessee to take possession of the premises



prior to approval by the Association as provided for herein.

(e) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations.

(f) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

(g) All assessments, fines and other charges against the Home have not been paid in full, and/or the Home (and/or the Owner(s) thereof) is in violation of any of the provisions of the Declaration and/or applicable Rules and Regulations; provided however, the Association may grant approval for the proposed lease/renewal subject to payment in full of all outstanding assessments, fines and/or other charges, or correction of any outstanding violations, as appropriate, as a condition of the approval.

13.27.5. Screening Fees. The Association may require the payment of a preset screening fee of \$100.00 simultaneously with the giving of notice of intention to lease. Said screening fee shall be set by the Board from time to time and shall be in conformance with applicable law. No fee may be collected in connection with an application to renew a previously approved lease.

13.27.6. Responsibilities of Owner. The Owner shall be responsible for the negligence, conduct, acts, or omissions of the Owner's Guests, Lessees and Invitees. The Owner shall be responsible for any damage caused to the Association's Common Areas or property by the Owner's Guests, Lessees and Invitees. In the event of non-payment by the Owner of any damage to the Association's Common Areas or property, such amounts will be considered assessments and collectible in the manner as provided in this Declaration. In addition, the Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary including, without limitation, the right to institute an action for eviction against the tenant/tenants in the name of the Association. The Association shall recover its costs and reasonable attorney's fees at all levels, including pre-suit, suit and appeal, should it need to initiate any action against an Owner or tenants under this Section.

13.27.7. Fifteen Percent (15%) Cap on Leases. Notwithstanding anything contained herein to the contrary, once the number of Homes leased equals fifteen percent (15%) of the total number of Homes within Monte Carlo, the Board may, in its absolute and sole discretion, prohibit the further leasing of Homes until such number of leased Homes again equals fifteen percent (15%) or less of the total number of Homes within Monte Carlo. Notwithstanding the foregoing, the aforementioned fifteen percent (15%) cap on leases shall not be applicable to those Owners who acquired title to their Home prior to the recording of this amendment in the Public Records of Broward County, Florida. Owners who acquire title to their Home after the recording of this amendment in the Public Records of Broward County, Florida shall be subject to the aforementioned fifteen percent (15%) cap on leases.

11. Except as amended and modified herein, all other sections of the Declaration for Monte Carlo shall remain unchanged and in full force and effect according to their terms.

IN WITNESS WHEREOF, Monte Carlo Townhomes of Margate Homeowners Association, Inc., has executed this Amendment to the Declaration for Monte Carlo, this          day of                 , 2008.

WITNESSES

Sign [Signature]  
Print Sharnile Barron

By: [Signature]  
Tiffany Davis President

Sign [Signature]  
Print Matt Mayo

By: [Signature] Secretary

STATE OF FLORIDA            )  
  )       SS  
COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me this 29 day of February, 2008, by Tiffany Davis, as President, and Matt Mayo as Secretary of Monte Carlo Townhomes of Margate Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or produced                                  as identification, and did take an oath.

NOTARY PUBLIC:  
SIGN [Signature]  
PRINT James R. Miles

STATE OF FLORIDA AT LARGE  
My Commission Expires:



PREPARED BY AND RETURN TO:

BEN SOLOMON, ESQ.  
SOLOMON & FURSHMAN, LLP  
1666 KENNEDY CAUSEWAY, SUITE 302  
NORTH BAY VILLAGE, FLORIDA 33141

INSTR # 105560928  
OR BK 40978 Pages 240 - 243  
RECORDED 11/29/05 13:54:06  
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DEPUTY CLERK 1935  
#1, 4 Pages

**FIRST AMENDMENT TO DECLARATION FOR MONTE CARLO**

THIS FIRST AMENDMENT TO DECLARATION FOR MONTE CARLO (this "**First Amendment**") is made by Monte Carlo Townhomes of Margate, Inc. a Florida corporation ("**Developer**") and joined by Monte Carlo Townhomes of Margate Homeowners Association, Inc, a Florida not-for-profit corporation (the "**Association**").

RECITALS

- A. That certain Declaration for Monte Carlo was recorded in Official Records Book 39222, Page 127 of the Public Records of Broward County, Florida (the "**Declaration**").
- B. Section 5.1 of the Declaration provides that, prior to and including the Turnover Date, additional lands may be made part of Monte Carlo by Developer, at Developer's sole discretion. The Turnover Date has not yet occurred.

NOW THEREFORE, the Developer hereby declares that every portion of Monte Carlo is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals**. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.
2. **Conflicts**. In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
3. **Definitions**. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except that the defined terms are hereby modified as follows:  

"**Declaration**" shall mean the Declaration and this First Amendment, together with all amendments and modifications thereof.
4. **Legal Description for Monte Carlo**. The legal description attached hereto as **Exhibit A** is hereby added to Exhibit 1 of the Declaration.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

(X)

5. Covenant. This First Amendment shall be a covenant running with Monte Carlo.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 28 day of November, 2005.

WITNESSES:

MONTE CARLO TOWNHOMES OF MARGATE, INC., a Florida corporation

Maria V. Whitaker  
Print Name: MARIA V. WHITAKER

By: Robert Briele  
Name: ROBERT BRIELE  
Title: V.P.

Lorraine Mijares Pila  
Print Name: LORRAINE MIJARES-PILA

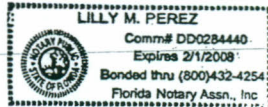
{SEAL}

STATE OF FLORIDA )  
 )SS.:  
COUNTY OF BROWARD )

The foregoing was acknowledged before me this 28 day of November, 2005 by Robert Briele as V.P. of MONTE CARLO TOWNHOMES OF MARGATE, INC., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification on behalf of the limited liability company.

My commission expires:

Lilly Perez  
NOTARY PUBLIC  
State of Florida at Large  
Print name: \_\_\_\_\_



JOINDER

MONTE CARLO TOWNHOMES OF MARGATE HOMEOWNERS ASSOCIATION, INC.

MONTE CARLO TOWNHOMES OF MARGATE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in the First Amendment to Declaration for Monte Carlo (the "First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 28 day of November, 2005.

WITNESSES:

MONTE CARLO TOWNHOMES OF MARGATE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Maria V. Whitaker  
Print Name: MARIA V. WHITAKER

By: Robert Briele  
Name: Robert Briele  
Title: President

Lorraine Mijares Pica  
Print Name: LORRAINE MIJARES-PICA

{SEAL}

STATE OF FLORIDA )  
 )SS.:  
COUNTY OF BROWARD )

The foregoing was acknowledged before me this 28 day of November, 2005 by Robert Briele as President of MONTE CARLO TOWNHOMES OF MARGATE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification on behalf of the corporation.

My commission expires:

Lilly Perez  
NOTARY PUBLIC, State of Florida at Large  
Print name: \_\_\_\_\_

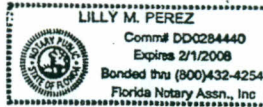


Exhibit A

PARCEL "E", BLOCK 15, "MARGATE ESTATES - SECTION 1", ACCORDING TO THE  
PLAT THEREOF AS RECORDED IN PLAT BOOK 50 , PAGE 9, OF THE PUBLIC  
RECORDS OF BROWARD COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

PATRICIA KIMBALL FLETCHER, ESQ.  
PATRICIA KIMBALL FLETCHER, P.A.  
DUANE MORRIS LLP  
200 SOUTH BISCAYNE BOULEVARD, SUITE 3400  
MIAMI, FLORIDA 33131

DECLARATION  
FOR  
MONTE CARLO

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DECLARATION  
FOR  
MONTE CARLO

THIS DECLARATION FOR MONTE CARLO (this "**Declaration**") is made by Monte Carlo Townhomes of Margate, Inc., a Florida corporation ("**Developer**") and joined in by Monte Carlo of Margate Townhomes Homeowners' Association, Inc., a Florida not-for-profit corporation ("**Association**") and City National Bank of Florida.

R E C I T A L S

- A. Developer is the owner of the real property in Broward County, Florida ("**County**") more particularly described in **Exhibit 1** attached hereto and made a part hereof ("**Monte Carlo**").
- B. Developer desires to subject Monte Carlo to the covenants, conditions and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising Monte Carlo, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;

NOW THEREFORE, Developer hereby declares that every portion of Monte Carlo is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions easements, reservations, regulations, charges and liens hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.
2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**ACC**" shall mean the Architectural Control Committee for Monte Carlo established pursuant to Section 18.1 hereof.

"**Articles**" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 16 hereof.

"**Association**" shall mean Monte Carlo of Margate Townhomes Homeowners' Association, Inc., its successors and assigns.

"**Association Documents**" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

"**Board**" shall mean the Board of Directors of Association.

"**Builder**" shall mean any person or entity that purchases a Lot or Parcel from Developer for the purpose of constructing one or more Homes.

"**By-Laws**" shall mean the By-Laws of Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

"**Cable Services**" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.

**"Monte Carlo"** shall mean all of the real property described on Exhibit 1 and shall include the Common Areas, each Home, each Parcel, Lot, tract, unit or other subdivision of real property, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Monte Carlo.

**"Common Areas"** shall mean all real property interests and personalty within Monte Carlo designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to the common use and enjoyment of the Owners within Monte Carlo. The Common Areas may include, without limitation, open space areas, recreational facilities, electronic barrier arm, internal buffers, perimeter buffers or landscape easement areas, entrance features, improvements, easement areas owned by others, additions, irrigation pumps, irrigation areas, irrigation lines, lift stations, the Surface Water Management System, sidewalks, roads, parking areas, lights, walls, a pool, cabanas, a tot lot, lakes, commonly used utility facilities, signage, other lighting, and landscaping within property owned by Association. The Common Areas do not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

**"Community Completion Date"** shall mean the date upon which all Homes in Monte Carlo, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder to Owners.

**"Community Plan"** shall mean collectively the full or partial concept plan for the development of Monte Carlo, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Community Plan is subject to change as set forth herein. The Community Plan is not a representation by Developer as to the development of Monte Carlo or its amenities, as Developer reserves the right to amend all or part of the Community Plan from time to time.

**"Community Standards"** shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 18.5 hereof.

**"Contractors"** shall have the meaning set forth in Section 18.12.2 hereof.

**"County"** shall mean Broward County, Florida.

**"Data Transmission Services"** shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

**"Declaration"** shall mean this Declaration together with all amendments and modifications thereof.

**"Developer"** shall mean Monte Carlo Townhomes of Margate, Inc., a Florida corporation, and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

**"FCC"** shall have the meaning set forth in Section 13.35 hereof.

**"Home"** shall mean each residential townhome and appurtenances thereto constructed within Monte Carlo. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy on for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

**"Indemnified Parties"** shall have the meaning set forth in Section 9.8.5 hereof.

**"Individual Assessments"** shall have the meaning set forth in Section 16.2.5 hereof.

**"Initial Capital Contribution"** shall have the meaning set forth in Section 16.11 hereof.

**"Lender"** shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Parcel, Lot or Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

**"Lessee"** shall mean the lessee named in any written lease respecting a Home, who is legally entitled to possession of any rental Home within Monte Carlo.

**"Losses"** shall have the meaning set forth in Section 9.8.5 hereof.

**"Lot"** shall mean any platted residential lot shown on a Plat.

**"Manager"** shall have the meaning set forth in Section 20.6 hereof.

**"Monthly Assessments"** shall have the meaning set forth in Section 16.2.1 hereof.

**"NFIP"** shall have the meaning set forth in Section 14.1.1 hereof.

**"Operating Costs"** shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts payable in connection with any private street lighting agreement between Association and FPL; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

**"Owner"** shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer or Builder until the Turnover Date, or a Lender.

**"Parcel"** shall mean any portion of Monte Carlo upon which one or more Homes may be constructed.

**"Party Roof"** shall mean any roof built as part of the original construction of two or more Homes, which roof covers two or more Homes that are connected by one or more Party Walls.

**"Party Wall"** shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

**"Permit"** shall mean the permit attached as **Exhibit 4** issued by the SFWMD.

**"Plat"** shall mean any plat of any portion of Monte Carlo filed in the Public Records, as the same may be amended by Developer, from time to time.

**"Public Records"** shall mean the Public Records of Broward County, Florida.

**"Required Demolition"** shall have the meaning set forth in Section 14.2.2 hereof.

**"Required Repair"** shall have the meaning set forth in Section 14.2.2 hereof.

**"Resale Capital Contribution"** shall have the meaning set forth in Section 16.12 hereof.

**"Reserves"** shall have the meaning set forth in Section 16.2.4 hereof.

**"Rules and Regulations"** shall mean collectively the Rules and Regulations governing Monte Carlo as adopted by the Board from time to time.

**"SFWMD"** shall mean the South Florida Water Management District.

**"Special Assessments"** shall mean those Assessments more particularly described as Special Assessments in Section 16.2.2 hereof.

**"Surface Water Management System"** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, wetlands, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SFWMD pursuant to the Permit.

**"Telecommunications Provider"** shall mean any party contracting with Association to provide Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

**"Telecommunications Services"** shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

**"Telecommunications Systems"** shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Monte Carlo. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antennae sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

**"Telephony Services"** shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

**"Title Documents"** shall have the meaning set forth in Section 24.8 hereof.

**"Toll Calls"** shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

**"Turnover Date"** shall mean the date on which transition of control of Association from Developer to Owners occurs.

**"Use Fees"** shall have the meaning set forth in Section 16.2.3 hereof.

**"Violations Committee"** shall have the meaning set forth in Section 19.8.2 hereof.

3. **Plan of Development.** The planning process for Monte Carlo is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's buyers. Subject to the Title Documents, Developer may wish and has the right to develop Monte Carlo and any adjacent property now or hereafter owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, condominiums, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Monte Carlo as finally developed.

4. **Amendment.**

4.1 **General Restrictions on Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 12.9 of this Declaration (which benefit the SFWMD). No amendment shall be effective until it is recorded in the Public Records.

4.2 **No Vested Rights.** Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.

4.3 **Amendments Prior to and Including the Turnover Date.** Prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Monte Carlo; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

4.4 **Amendments After the Turnover Date.** After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent (66⅔%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly called meeting of the members in which there is a quorum.

5. Annexation and Withdrawal.

5.1 Annexation by Developer. Prior to and including the Turnover Date, additional lands may be made part of Monte Carlo by Developer, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to Monte Carlo. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of Monte Carlo, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Monte Carlo. Such amendment may contain additions to, modifications of, or omissions from, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to and including the Turnover Date, only Developer may add additional lands to Monte Carlo.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

5.3 Withdrawal. Prior to and including the Turnover Date, any portions of Monte Carlo (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of Monte Carlo shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of Monte Carlo shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of Monte Carlo). Association shall have no right to withdraw land from Monte Carlo.

6. Dissolution.

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, Monte Carlo and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Monte Carlo which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. This Declaration and all covenants, conditions and restrictions contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed to a Home or Lot, and any person claiming by, through or under such Owner agrees to be subject to the provisions of this Declaration and irrevocably waives any right to deny, and any claim, that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Title Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Title Act will not operate to extinguish any encumbrance placed on Monte Carlo by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the