

express their approval in writing, provided such approval is delivered to the Secretary within thirty (30) days after the meeting.

21.1.2.3 Execution and Recording. A copy of each amendment shall be attached to a certificate of the ASSOCIATION certifying that the amendment was duly adopted, which certificate shall include the recording data identifying this DECLARATION and shall be executed by the President and Secretary of the ASSOCIATION with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded amongst the public records of the county in which the CONDOMINIUM is located.

21.2 Proviso. No amendment shall discriminate against any UNIT OWNER or against any UNIT, or class or group of UNITS, unless the UNIT OWNERS so affected and their respective INSTITUTIONAL LENDERS shall join in the execution of the amendment. Except for an amendment adding a phase contemplated by Paragraph 23 below, no amendment shall change the configuration or size of any UNIT in any material fashion, materially alter or modify the appurtenances to the UNIT, or change the proportion or percentage by which the UNIT OWNER of the UNIT shares the COMMON EXPENSES and owns the COMMON SURPLUS unless the record owner of the UNIT and any INSTITUTIONAL LENDER holding a first mortgage encumbering the UNIT join in the execution of the amendment. No amendment may prejudice or impair the rights, interests or priorities of INSTITUTIONAL LENDERS unless all INSTITUTIONAL LENDERS holding a first mortgage encumbering a UNIT join in the execution of the amendment. Prior to the addition of all phases to this CONDOMINIUM as described in Paragraph 23 of this DECLARATION and the closing of the sale of all UNITS in all phases of the CONDOMINIUM by DEVELOPER, no amendment shall make any change which would in any way affect any of the rights, privileges, powers and options of the DEVELOPER, unless the DEVELOPER joins in the execution of such amendment. Where any provision of this DECLARATION is intended to benefit any property outside of this CONDOMINIUM, no amendment may be made to such provision in a manner which would adversely affect the owner of such other property without such OWNER's written consent, or without the written consent of any condominium association operating a condominium created within such property. The foregoing joinder requirements as to amendments herein specified shall be in addition to other provisions of this DECLARATION relating to amendments to the DECLARATION.

21.3 If any provision of this DECLARATION specifically requires the consent of a certain percentage of the UNIT OWNERS or INSTITUTIONAL LENDERS to approve or authorize any action or matter, no amendment may reduce such percentage unless the amendment is approved by at least such specified percentage of the UNIT OWNERS or INSTITUTIONAL LENDERS.

21.4 Notwithstanding anything contained herein to the contrary, no amendment may be made to this DECLARATION, the ARTICLES or the BYLAWS, which would adversely affect the rights of the Landlord under the lease attached hereto as Exhibit "F" without the joinder of the Landlord.

22. 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 the CONDOMINIUM PROPERTY from the provisions of the CONDOMINIUM ACT is authorized by a vote of UNIT OWNERS of at least eighty (80%) percent of the UNITS and COMMON ELEMENTS (DEVELOPER shall not vote the UNITS owned by it for such withdrawal unless the UNIT OWNERS of at least eighty (80%) percent of all other UNITS and COMMON ELEMENTS so elect such withdrawal, at which time DEVELOPER may choose to vote either in favor of or against such withdrawal, as DEVELOPER sees fit) and such withdrawal is consented to in writing by each INSTITUTIONAL LENDER holding a first mortgage encumbering a UNIT in the CONDOMINIUM. In the event such withdrawal is authorized as aforesaid, the CONDOMINIUM PROPERTY shall be subject to an action for partition by any UNIT OWNER or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all UNIT OWNERS in proportion to their 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 liens on his UNIT in the order of their priority. The termination of the CONDOMINIUM in either of the foregoing manners shall be evidenced by 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 the county in which the CONDOMINIUM is located. This section may not be amended without the consent of all INSTITUTIONAL LENDERS,

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and the DEVELOPER, so long as it owns any UNITS. After termination of the CONDOMINIUM, UNIT OWNERS shall own the CONDOMINIUM PROPERTY and all assets of the ASSOCIATION as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the UNIT OWNERS. Such undivided share of the UNIT OWNERS shall be the same as the undivided shares in the COMMON ELEMENTS appurtenant to the UNIT OWNERS' UNITS prior to the termination.

23. Provisions Regarding Phasing. Pursuant to Florida Statutes, Section 718.403, the DEVELOPER reserves and shall have the right, but not the obligation, to add phases to the CONDOMINIUM. A description of the phasing is as follows:

23.1 Exhibit "B" of this DECLARATION contains a plot plan showing the approximate location of all existing and proposed BUILDINGS and improvements that may ultimately be contained within the CONDOMINIUM, and contains a legal description of the land on which each phase may be built.

23.2 Each phase will contain 8 UNITS. The general size of the UNITS in each phase may range from a minimum of approximately 1,300 to a maximum of approximately 2,000 square feet.

23.3 As, and if, one or more of the additional phases are added to the CONDOMINIUM, each UNIT OWNER's undivided share in the COMMON ELEMENTS, and the corresponding share of expenses and surplus, will be adjusted to reflect the increase in the number of UNITS in the CONDOMINIUM caused by the addition of the phase(s), pursuant to the formula set forth in Paragraph 8 of this DECLARATION.

23.4 The membership vote and ownership in the ASSOCIATION attributable to each UNIT will be one (1) vote per UNIT. Accordingly, in the event any phase is added, the membership in the ASSOCIATION will be increased by the number of additional UNIT OWNERS in the added phase or phases, and each UNIT in the CONDOMINIUM will have one (1) vote. If any phases are not added, then the membership vote in the ASSOCIATION will be one (1) vote per UNIT for each UNIT within the CONDOMINIUM, including any phases which are added to the CONDOMINIUM.

23.5 If one or more phases are not added to the CONDOMINIUM, the UNITS within the CONDOMINIUM are entitled to one hundred (100%) percent ownership of all COMMON ELEMENTS within the phases actually developed and added as part of the CONDOMINIUM. In other words, the aggregate of the existing UNIT OWNERS in the CONDOMINIUM will at all times have one hundred (100%) percent ownership in all of the COMMON ELEMENTS, subject to dilution as to the percentage share of each UNIT OWNER in the event a subsequent phase or phases are actually developed and added as a part of the CONDOMINIUM.

23.6 Each phase will be added to the CONDOMINIUM by an appropriate amendment to this DECLARATION. Notwithstanding the provisions of Section 718.110, Florida Statutes, or any other provision of this DECLARATION, amendments to this DECLARATION adding one (1) or more phases to this CONDOMINIUM shall not require the execution of such amendments or consents thereto by UNIT OWNERS, mortgagees, lienors, or the ASSOCIATION, or any other person or entity, other than the DEVELOPER of such additional phase. Taxes and other ASSESSMENTS relating to the property in any phase added to this CONDOMINIUM, covering any period prior to the addition of such phase, shall be the responsibility of the DEVELOPER. All intended improvements in any phase must be substantially completed prior to the time the phase is added to the CONDOMINIUM.

23.7 A DEVELOPER of any additional phase may be the DEVELOPER of this CONDOMINIUM and/or its nominees, designees, assignees, or successors, in whole or in part, or any person or entity which owns the land constituting the phase when added.

23.8 Phases may be added to the CONDOMINIUM in any sequence.

23.9 No time-share estates will or may be created with respect to UNITS in any phase.

23.10 The time period within which each phase must be added to the CONDOMINIUM, if at all, is the date which is seven (7) years after this DECLARATION is recorded in the Public Records of the County where the CONDOMINIUM is located, and any phase which is not added to the CONDOMINIUM by that date may not thereafter be added.

23.11 The impact which the addition of any phase will have upon the CONDOMINIUM is as follows: (i) the land within the CONDOMINIUM will be increased, (ii) the number of UNITS within the CONDOMINIUM will be increased, (iii) the COMMON ELEMENTS will be increased, (iv) the ASSOCIATION will be responsible for the repair, maintenance and operation of the COMMON ELEMENTS as increased by the addition of the phase, (v) the ASSOCIATION will incur additional expenses in connection with the maintenance, repair and operation of the CONDOMINIUM as increased by the addition of the phase; however, expenses incurred by the ASSOCIATION in connection with the COMMON ELEMENTS of additional phases will be a COMMON EXPENSE to be assessed against a larger number of UNITS in proportion to their respective shares of the COMMON ELEMENTS, and (vi) the ownership interest in the COMMON ELEMENTS and proportionate share of the COMMON EXPENSES of each UNIT will be reduced pursuant to Paragraph 8 of this DECLARATION.

23.12 The DEVELOPER reserves the right to change the types of BUILDINGS and UNITS which may be added to the CONDOMINIUM in any phase, and specifically reserves the right within any phase to construct a building containing either 1 or 2 stories. The UNITS within a BUILDING within any phase which is added to the CONDOMINIUM may be placed side-by-side within any BUILDING, or back-to-back, or both. However, in no event may there be more than 2 stories within any BUILDING, or other than 8 UNITS within the BUILDING, and in any event may the UNITS be smaller or larger than the minimum or maximum square footage specified above. To the extent the DEVELOPER modifies the types of BUILDINGS and UNITS added within any phase, the DEVELOPER reserves the right to modify the plot plan attached hereto as Exhibit "B" and to construct BUILDINGS and improvements differently than as shown on the plot plan, as may be necessary or desirable in connection with the construction of the BUILDINGS and improvements, provided however that any amendment adding any phase shall contain a plot plan showing the actual location of all BUILDINGS and improvements actually constructed within the phase. The DEVELOPER further reserves the right to change the location of the roads, parking areas, walkways, and other COMMON ELEMENT improvements as may be reasonably required to serve the BUILDINGS and UNITS actually constructed within any phase, and to make changes in the legal description of the phase required to accommodate such changes or to comply with applicable governmental requirements such as parking and set-back or to correct errors, prior to the time the phase is added to the CONDOMINIUM. In any event all BUILDINGS added to the CONDOMINIUM in any phase will be of comparable quality of construction to the BUILDINGS initially included in the CONDOMINIUM, provided however that DEVELOPER reserves the right to change the architectural style of the BUILDINGS within any phase which is added to the CONDOMINIUM in DEVELOPER's sole discretion.

23.13 NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE DEVELOPER SHALL HAVE NO DUTY, OBLIGATION OR RESPONSIBILITY TO CAUSE ANY PHASE OR ITS IMPROVEMENTS TO BE CONSTRUCTED AND ADDED TO THE CONDOMINIUM, AND NOTHING CONTAINED HEREIN SHALL BE DEEMED A REPRESENTATION OR WARRANTY THAT ANY ADDITIONAL PHASE WILL IN FACT BE ADDED TO THE CONDOMINIUM.

24. Alternate Improvement of Additional Lands. If any portion of the property described in Exhibits "B" and "C" of this DECLARATION is not added as a phase of the CONDOMINIUM, the DEVELOPER, or the owner of such land, shall have the right to develop such land in the DEVELOPER's or owners sole discretion, and nothing contained herein shall be deemed a representation or warranty that such land will be developed in any particular manner. In this regard, as to any portion of the property shown on the site plan in Exhibit "B" of this DECLARATION which is not added to the CONDOMINIUM, improvements upon such property may be developed in a manner which is substantially different from that shown in the site plan, and if residential units are constructed upon such property, the buildings and units may be substantially different from the BUILDINGS and UNITS within this CONDOMINIUM, and the DEVELOPER shall

have no liability in connection therewith. Without limiting the foregoing, the DEVELOPER reserves the following rights with respect to any lands described in Exhibits "B" and "C" of this DECLARATION which are not added to the CONDOMINIUM:

24.1 Other Condominiums Operated By The ASSOCIATION. The DEVELOPER may construct and develop one or more separate and distinct condominium(s) which consist in whole or in part of the lands, or any portion thereof, and may use the ASSOCIATION as the governing entity conducting the affairs of such separate and distinct condominium(s), which is the same ASSOCIATION that operates this CONDOMINIUM. In this event, the following will apply:

24.1.1 All of the UNIT OWNERS of UNITS in the separate and distinct condominium(s), and in this CONDOMINIUM, will be members of the ASSOCIATION having equal voting rights consisting of one (1) vote per UNIT. All matters of common concern will be voted upon by all of the members, and all matters of concern to only one condominium will be voted upon only by members who are UNIT OWNERS within that condominium.

24.1.2 Separate budgets will be established for each condominium. Items relating to only one condominium will be borne by the members of that condominium, and items relating to all of the condominiums operated by the ASSOCIATION will be borne by all of the members of the ASSOCIATION, unless the BOARD determines that this method is not fair with respect to any expense item, and an alternate method of sharing such expense item is determined.

24.2 Other Condominiums Operated By Other Condominium Associations. The DEVELOPER may construct and develop one or more separate and distinct condominium(s) which consist in whole or in part of the lands, or any portion thereof, and may use as the governing entity operating such separate and distinct condominiums a distinct, independent condominium association, other than the ASSOCIATION.

24.3 Other Types of Residential Dwelling Units. The DEVELOPER may construct and develop residential dwelling units other than condominium units upon the lands, or any portion thereof.

24.4 Developer. For purposes of this paragraph, the term DEVELOPER shall also include any of the successors, nominees, assignees or designees of the DEVELOPER, or any person or entity which owns any portion of such lands.

24.5 Proviso. Nothing contained herein shall be deemed to impose any requirement that the DEVELOPER develop and/or improve all or any portion of the lands described in Exhibit "C," in any particular manner.

25. GOLF COURSE PROVISIONS. It is acknowledged that the CONDOMINIUM PROPERTY is near to a golf course. In connection with the golf course, an easement over and upon the CONDOMINIUM PROPERTY is hereby granted and established in favor of the owner of the golf course, and the employees, contractors, members, guests, invitees and assigns of the owner of the golf course, to permit the doing of every act necessary and proper to the playing of golf and the maintenance and operation of a golf course. These acts shall include, but are not limited to, the recovery of golf balls from the CONDOMINIUM PROPERTY, the flight of golf balls over and upon the CONDOMINIUM PROPERTY, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf or the maintenance and operation of a golf course, together with all other common and usual activity associated with the game of golf and with all of the normal and usual activities associated with the operation of a golf course and country club. In addition, the owner of the golf course shall have no liability to the UNIT OWNERS for any damage that may be done from any golf balls, or from any sprinkler systems that may spray water upon the CONDOMINIUM PROPERTY in connection with the irrigation of the golf course.

## 26. RECREATION LEASE.

26.01 This CONDOMINIUM is subject to the long-term recreation lease for VIZCAYA AT PALM-AIRE (the "LEASE"), which is attached hereto as Exhibit "F" and is incorporated herein by reference. Pursuant to the LEASE, each UNIT OWNER will be a tenant under the LEASE, and will be required to pay rent to

the Landlord under the LEASE, and in the event any UNIT OWNER fails to pay such rent, the LANDLORD shall have all of the remedies provided for collection under the LEASE, including but not limited to the filing of the claim of lien against the UNIT OWNER's UNIT and the foreclosure of same in the same manner that a mortgage is foreclosed. Pursuant to the LEASE, the ASSOCIATION shall collect all rent payment from the UNIT OWNERS as part of the ASSESSMENTS payable by the UNIT OWNERS, and shall disburse same to the Landlord.

26.02 Pursuant to the LEASE, the ASSOCIATION is responsible for all costs associated with the ownership, maintenance, operation, repair and insurance for the property which is the subject matter of the LEASE, and all improvements thereon. The COMMON EXPENSES of this CONDOMINIUM shall include a portion of all of the expenses payable by the ASSOCIATION pursuant to the LEASE, which portion shall be equal to the ratio that the number of UNITS within this CONDOMINIUM bears to the total number of units which have the right to use the premises demised pursuant to the LEASE.

27. DECLARATION FOR VIZCAYA AT PALM-AIRE. This CONDOMINIUM is subject to the Declaration for Vizcaya at Palm-Aire, which is recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of the County in which the CONDOMINIUM is located.

28. Special Provisions Regarding INSTITUTIONAL LENDERS.

28.1 Notice of Action. Upon written request to the ASSOCIATION by any INSTITUTIONAL LENDER holding, insuring or guaranteeing a first mortgage encumbering any UNIT, identifying the name and address of the INSTITUTIONAL LENDER, and the applicable UNIT number or address, such INSTITUTIONAL LENDER will be entitled to timely written notice of:

28.1.1 Any condemnation or casualty loss that affects either a material portion of the CONDOMINIUM or the UNIT securing the mortgage held, insured or guaranteed by such INSTITUTIONAL LENDER.

28.1.2 Any sixty-day delinquency in the payment of ASSESSMENTS or monies owed by the UNIT OWNER, or any other default by the UNIT OWNER, of any UNIT securing a mortgage held, insured or guaranteed by the INSTITUTIONAL LENDER.

28.1.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION;

28.1.4 Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL LENDERS.

28.2 Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any CONDOMINIUM PARCEL(S) or CONDOMINIUM PROPERTY is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to the CONDOMINIUM, the ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which response must be received by the ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by an officer of the ASSOCIATION, which affidavit, where necessary, may be recorded in the Public Records of the County where the CONDOMINIUM is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

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29. Miscellaneous Provisions.

29.1 Partial Invalidity. The invalidity in whole or in part of any covenant or restriction of any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION, the ARTICLES, BYLAWS, or Rules and Regulations of the ASSOCIATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

29.2 Duration. In the event any court shall hereafter determine that any provisions as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law and for such purpose measuring life shall be that of the last surviving original purchaser of a UNIT.

29.3 Notices. All notices required or desired hereunder or under the BYLAWS shall be sent 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, or the registered agent as designated with the Secretary of State of the State of Florida. All notices to any UNIT OWNERS shall be sent to the CONDOMINIUM address of such UNIT OWNER or such other address as may have been designated by such UNIT OWNER from time to time, in writing, to the ASSOCIATION. All notices to mortgagees of UNITS shall be sent to their respective addresses, or to any other address designated by them from time to time, in writing, to the ASSOCIATION. Notice given by certified mail, return receipt requested, shall be effective the day after mailed, and notice by any other means shall be effective upon delivery to the person being notified.

29.4 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 wherever the signature of the secretary of the ASSOCIATION is required hereunder, the signature of an assistant secretary may be substituted therefore, provided, that the same person may not execute any single instrument on behalf of the ASSOCIATION in two separate capacities.

29.5 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 the rules and regulations adopted pursuant to such documents, as same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

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

29.7 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

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

29.9 Assignment of DEVELOPER Rights. Any or all of the rights, privileges, or options herein provided to or reserved by the DEVELOPER may be assigned by the DEVELOPER, in whole or in part, to any person or entity pursuant to an assignment recorded in the public records of the county in which the CONDOMINIUM is located. Any assignee of any of the rights of the DEVELOPER shall not be deemed the DEVELOPER unless such assignee is assigned all of the rights of the DEVELOPER.

29.10 Lawsuits Against DEVELOPER. The ASSOCIATION shall not commence any legal proceedings on its behalf or on behalf of the UNIT OWNERS,

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against DEVELOPER, without the prior written consent of at least 75% of all of the UNIT OWNERS other than the DEVELOPER.

IN WITNESS WHEREOF, the DEVELOPER has caused this DECLARATION to be executed this 6 day of AUGUST, 1986.

Signed, sealed and delivered in the presence of:

FPA VIZCAYA, INC.,  
a Florida corporation

[Signature]  
[Signature]

By: [Signature], SUP  
its s...

STATE OF FLORIDA }  
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me this 6 day of AUGUST, 1986, by NORMAN J. GREENWICH, Sr. President of FPA VIZCAYA, INC., a Florida corporation, on behalf of the corporation

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:



FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the ASSOCIATION hereby agrees to this DECLARATION and does by these presence accept all of the benefits and duties, responsibilities, obligations and burdens imposed upon it by the provisions of this DECLARATION and the exhibits attached hereto.

IN WITNESS WHEREOF, the ASSOCIATION has caused this DECLARATION to be executed this 6 day of AUGUST, 1986.

Signed, sealed and delivered in the presence of:

VIZCAYA AT PALM-AIRE ASSOCIATION, INC.,  
a Florida corporation, not-for-profit

[Signature]  
[Signature]

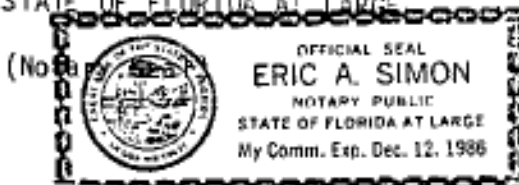
By: [Signature], PRES

STATE OF FLORIDA }  
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me this 6 day of AUGUST, 1986, by LEE MAILLOUX, VICE-President of VIZCAYA AT PALM-AIRE ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:



THIS INSTRUMENT PREPARED BY:

ERIC A. SIMON, ESQ.  
SIMON & MOSKOWITZ, P.A.  
4901 N.W. 17th Way  
Suite 303  
Ft. Lauderdale, Florida 33309

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JOINDER OF MORTGAGEE  
TO  
DECLARATION OF CONDOMINIUM  
OF

VIZCAYA GARDENS AT PALM-AIRE, A CONDOMINIUM

The undersigned, being the holder of one or more mortgages which encumber the property submitted to the Condominium Form of Ownership pursuant to the Declaration of Condominium of Vizcaya Gardens at Palm-Aire, a Condominium, to which this Consent and Joinder is attached, hereby joins in and consents to the Declaration of Condominium and all exhibits thereto, including, but not limited to the long term recreation lease. This Consent and Joinder is made pursuant to Florida Statutes, Section 718.104(3).

WITNESSES:

*Anna M. Mahon*  
Anna M. Mahon

AMERIFIRST FEDERAL SAVINGS & LOAN  
ASSOCIATION

BY:

*Linda Berry*  
Linda Berry  
Vice-President

STATE OF FLORIDA }  
COUNTY OF DADE } SS:

The foregoing instrument was acknowledged before me this 29th day of July, 1986, by Linda Berry, Vice-President, AMERIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION, on behalf of the association.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. DEC. 8, 1989  
BONDED THRU GENERAL INS. WRD.

*Anna M. Mahon*  
NOTARY PUBLIC, STATE OF FLORIDA

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