

CLUB HOUSE COVE

a condominium

This volume contains the documents for the proposed CLUB HOUSE COVE, a residential condominium, located at 1100 Crystal Lake Drive, Pompano Beach, Florida. This Condominium contains thirty-two (32) residential apartments.

These documents, together with a copy of the projected operating budget and sales brochure provide the prospective apartment purchaser with the information to comply with the "disclosure" requirements of the Florida Condominium Act.

R.C.I. CORP.

DECLARATION OF CONDOMINIUM

OF

CLUB HOUSE COVE

A Condominium

MADE THIS _____ day of _____, 1973, by R. C. I. CORP., a Florida corporation, called "Developer," for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

1. PURPOSE. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, hereafter called The Condominium Act.

1.1 Name and Address. The name by which this condominium is to be identified is CLUB HOUSE COVE, a condominium, and its address is 1100 Crystal Lake Drive, Pompano Beach, Florida.

1.2 The Land. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Broward County, Florida:

Lots Nine (9), Ten (10) and Eleven (11) in Block One (1) of CRYSTAL LAKE 1ST SECTION, according to the Plat thereof, recorded in Plat Book 58, at Page 39, of the Public Records of Broward County, Florida,

which lands are called "the land."

2. DEFINITIONS. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (Sec. 711.03 Fla. Stat.) and as follows, unless the context otherwise requires:

2.1 Apartment means unit as defined by the Condominium Act.

2.2 Apartment Owner means unit owner as defined by the Condominium Act.

2.3 Association means CLUB HOUSE COVE ASSOCIATION, INC., and its successors.

2.4 Common elements shall include the tangible personal property required for the maintenance and operation of the Condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

2.5 Common Expenses include:

- A. Expenses of administration; expenses of insurance, maintenance, operation, repair and betterment of the common elements and the leased areas, and of the portions of apartments to be maintained by the Association.
- B. Expenses declared common expenses by provisions of this Declaration or the By-Laws.
- C. Any valid charge against the condominium property as a whole.

2.6 Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.7 Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.8 Utility Services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and the By-Laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

3. DEVELOPMENT PLAN. The condominium is described and established as follows:

3.1 Survey. A survey of the land showing the improvements on it is attached as Exhibit A.

3.2 Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such prepared by Architect NEIL GREEN, A.I.A., under his Commission Number 356, a portion of which plans and an Engineer's Certificate are attached as the following exhibits:

- Exhibit A-1 Site Plan
- A-2 Floor Plans
- A-3 Utility Cores
- A-4 Utility Core and Recreation Rooms
- A-5 Typical Floor Plan, Unit A
- A-6 Typical Floor Plan, Unit B
- A-7 First Floor Plan, Unit C
- A-8 Second Floor Plan, Unit C

3.3 Amendment of Plans.

- A. Alteration of Apartment Plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any

changes in the boundaries between units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units and shares in the common elements appurtenant to the units concerned.

- B. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer, as well as necessary documents to show completion of the improvements, need be acknowledged only by the Developer and need not be approved by the Association, apartment owners, or lienors, or mortgagees of apartments or of the Condominium, whether or not elsewhere required for an amendment.

3.4 Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

3.5 Improvements - General Description.

- A. Apartment Building. The Condominium includes one three-story apartment building. There are 32 apartment units in total.
- B. Other Improvements. The Condominium also includes landscaping and exterior automobile parking space for each apartment unit and guests.

3.6 Apartment Boundaries. Each apartment, which term as used in this subsection concerning boundaries shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

- A. Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:
- (1) Upper boundary - the horizontal plane of the lower surfaces of the ceiling slab;
 - (2) Lower boundary - the horizontal plane of the upper surfaces of the floor slab.
- B. Perimetrical Boundaries. The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:
- (1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building service only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent thereto and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

- a. Where walls between apartments are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column.
- b. Where walls of different thickness abut so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

3.7 Common Elements. The common elements include the land and all other parts of the Condominium not within the apartment units, including walkways, stairways, elevators, laundry and storage rooms, automobile parking, garbage, meter and machinery rooms.

4. THE APARTMENTS. There are sixteen (16) one bedroom apartments, fifteen (15) two bedroom apartments, and one (1) four bedroom apartment in the Condominium. The apartments of the condominium are described more particularly and the rights and obligations of their owners established as follows:

4.1 Typical Apartment Plans. There are three types of apartments, Unit B, which is a one bedroom apartment; Unit A, which is a two bedroom apartment; and Unit C, which is a four bedroom apartment or three bedrooms and family room. These apartments are described generally below and by sketches attached as exhibits indicated in the following schedule:

One Bedroom Apartments: One bedroom apartments are designated "B" on the typical floor plan. Each apartment contains a living room, kitchen, dining area, one bedroom, bath and balcony. Each "B" unit shall be assigned a storage area which is part of the common elements.

Two Bedroom Apartment: All Unit "A" apartments contain a living room, dining area, kitchen, two bedrooms, two baths and a patio. Each "A" unit shall be assigned a storage area which is part of the common elements.

Four Bedroom Apartment: The four bedroom apartment is designated "C" on the typical floor plan. The apartment contains a living room, dining area, kitchen, family room, three baths, three bedrooms and patio. The "C" unit shall be assigned a storage area which is part of the common elements.

4.2 Apartment Numbers. Each apartment is given a numerical number as shown on the Floor Plans beginning with 101 and ending with 216.

4.3 Appurtenances to Apartments. The owners of each apartment shall own a share and certain interests in the Condominium property which are appurtenant to his apartment, including but not limited to the following items which are appurtenant to the several apartment units as indicated.

A. Common Elements and Common Surplus. The undivided share in the land and other common elements and in the common surplus which is appurtenant to each owner's apartment is as follows:

<u>APARTMENT NO.</u>	<u>% OWNERSHIP</u>	<u>APARTMENT NO.</u>	<u>% OWNERSHIP</u>
101	.0388	201	.0213
102	.0388	202	.0213
103	.0388	203	.0213
104	.0388	204	.0213
105	.0388	205	.0213
106	.0388	206	.0213
107	.0388	207	.0213
108	.0388	208	.0213
109	.0388	209	.0213
110	.0388	210	.0213
111	.0772	211	.0213
112	.0388	212	.0213
113	.0388	213	.0213
114	.0388	214	.0213
115	.0388	215	.0213
116	.0388	216	.0213

B. Automobile Parking. The common elements include a parking area for automobiles of the apartment owners. One parking space will be assigned to the owner of each apartment, who will be entitled to use such parking space without charge.

C. Storage Lockers. One storage locker will be assigned to the owners of each A,B,C, type apartment who will be entitled to use such storage locker without charge.

D. Association Membership. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

4.4 Liability for Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his apartment.

5. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvement, shall be as follows:

5.1 Apartments.

A. By the Association. The Association shall maintain, repair and replace at the Association's expense:

- (1) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures

on its exterior, boundary walls of apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls;

- (2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment within which contained; and
- (3) All incidental damage caused to an apartment by such work shall be repaired promptly at the expense of the Association.

B. By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

- (1) The maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.
- (2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.
- (3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

C. Alteration and Improvement. Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

5.2 Common Elements.

A. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense. The Association shall also

maintain all areas leased to it for recreational or other purposes whether the same are contiguous to the condominium property or not or whether Association retains said lease in its own name or subleases undivided percentages to the apartment owners in the Condominium.

B. Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the common elements without prior approval in writing by the owners of not less than 75% of the common elements except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires it title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, nor in his share of common expense whether or not the apartment owner contributes to the cost of such alteration or improvements.

6. ASSESSMENTS. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of Common Expense. Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartments owned by him. The common expenses shall include but not be limited to the expenses of operation, maintenance, repair or replacement of the common elements and of the leasehold property, the rent on the leasehold property, costs of carrying out the powers and duties of the Association and other expenses designated as common expenses by this Declaration or by the By-Laws of the Association.

6.2 Interest - Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of 8% per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

6.3 Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

6.4 Rental Pending Foreclosure. In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

7. ASSOCIATION. The operation of the condominium shall be by CLUB HOUSE COVE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit B.

7.2 The By-Laws of the Association shall be the By-Laws of the Condominium, a copy of which is attached as Exhibit C.

7.3 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4 Restraint Upon Assignment of Shares in Assets. The share of an apartment owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

7.5 Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

7.6 Voting Rights. Members of the Association shall be entitled to one vote for each apartment owned by them. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

8. INSURANCE. The insurance other than title insurance which shall be carried upon the condominium property, and the property of the apartment owners, shall be governed by the following provisions:

8.1 Authority to Purchase - Named Insured. All insurance policies upon the condominium property shall be purchased by the Association and the named insured shall be the Association individually and as agent for the apartment owners, without naming them and their mortgagees. Provision shall be made for the issuance of the mortgage endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereafter designated and all policies and endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

8.2 Insurer. The insurer shall be an insurance company authorized to do business in Florida and said insurance must be purchased through an agent having a place of business in Broward County, Florida. This subparagraph shall be construed to be a covenant for the benefit of institutional mortgagees and may be enforced by an institutional mortgagee having a mortgage on a condominium unit.

8.3 Coverage.

A. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

- (1) Loss or Damage by Fire, and other hazards covered by a standard extended coverage endorsement, and,
- (2) Such Other Risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to vandalism and malicious mischief.

B. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross-liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

C. Workmen's Compensation policy to meet the requirements of law.

D. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

8.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

8.5 Insurance Trustee - Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to any bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association, which Trustee is herein referred to as the Insurance Trustee. The Insurance Trustee 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 shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

- A. Common Elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.
- B. Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:
- (1) Where the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner which cost shall be determined by the Association.
 - (2) When the building is not to be restored - an individual share for each apartment owner, such share being the same as the individual share in the Common elements appurtenant to this apartment.
- C. Mortgages. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment 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 except distributions thereof made to an apartment owner and mortgagee pursuant to the provisions of this Declaration.

8.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

- A. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.
- B. Reconstruction or Repair. If the damage 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. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
- C. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

- D. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the apartment owners and their respective shares of the distribution.

8.7 Association as Agent. The Association is hereby irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment 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 to execute and deliver release upon the payment of claims.

9. RECONSTRUCTION OR REPAIR - AFTER CASUALTY.

9.1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- A. Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired- unless it is determined in the manner elsewhere provided that the condominium shall be terminated.
- B. Apartment Building.
- (1) Lesser Damage. If the damaged improvement is the apartment building, and if apartments to which 50% of the common elements are appurtenances are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the Condominium shall be terminated.
- (2) Major Damage. If the damaged improvement is the apartment building, and if apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.
- C. Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimate of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments in account of damage to common elements shall be in proportion to the owner's share in the common elements.

9.6 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

9.7 Construction Funds. The funds for payment of costs or reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

A. Association. If costs of reconstruction and repair are the responsibility of the Association are more than \$5,000.00, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

B. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

- (1) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.
- (2) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.
- (3) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.
- (4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from the insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.
- (5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessment shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by

owners. Instead, the Insurance Trustee 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 name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

10. USE RESTRICTIONS. The use of the property of the Condominium shall be in accordance with the following provisions:

10.1 Apartments. Each of the apartments shall be occupied only by an owner, his family, his servants and guests, as a residence and for no other purpose. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby.

10.2 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartment by the occupants.

10.3 No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or of the common elements which will increase the rate of insurance upon the Condominium property.

10.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 Leasing. Apartments may be leased for a period up to one (1) year in accordance with Rules and Regulations adopted by and promulgated by the Board of Directors. However, no room shall be rented and no transient tenants shall be accommodated. Leases for one year or more shall be in accordance with Paragraph 11 below.

10.6 Signs. No signs shall be displayed from an apartment or on common property except such signs as shall have advance written approval by the Developer or the Association.

10.7 Regulations. Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Association in the manner provided in its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the Condominium upon request.

10.8 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all the apartments of the Condominium, neither the apartment owners nor the Association or the use of the Condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments and Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

11. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the Condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

11.1 Transfers Subject to Approval.

- A. Sale. No apartment owner may dispose of an apartment or any interest thereof by lease for a period of one (1) year or more without approval of the Association except to an apartment owner.
- B. Lease. No apartment owner may dispose of any apartment or any interest thereof by lease for a period of one (1) year or more without approval of the Association except to an apartment owner.
- C. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.
- D. Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.
- E. Other Transfers. If any apartment owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

11.2 Approval of Association. The approval of the Association which is required for the transfer of ownership of apartments shall be obtained in the following manner:

A. Notice to Association.

- (1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.
- (2) Lease. An apartment owner intending to make a bona fide lease of his apartment for a period of one (1) year or more shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lease as the Association may reasonably require, and an executed copy of the proposed lease.
- (3) Gift, Devise, Inheritance, Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.
- (4) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

B. Certificate of Approval.

- (1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve

or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

- (2) Lease. If the proposed transaction is a lease, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, which at the election of the Association, shall be delivered to the lessee or shall be recorded in the Public Records of Broward County, Florida, at the expense of the lessee.
 - (3) Gift, Devise or Inheritance, Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the apartment owner and shall be recorded in the Public Records of Broward County, Florida, at the expense of the apartment owner.
- C. Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes, and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the apartment be also approved by the Association.

11.3 Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed of in the following manner:

- A. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty days after receipt of such notice and information the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

- (1) At the option of the purchaser 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 appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; 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 paid by the purchaser.
- (2) The purchase price shall be paid in cash.
- (3) The sale shall be closed within thirty days after the delivery or mailing of said agreement to purchase, or within ten days after the determination of the sales price if such is by arbitration, whichever is the later.
- (4) A Certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.
- (5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his 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 as elsewhere provided which shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

B. Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

C. Gifts, Devise or Inheritance, Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

- (1) The sales price shall be the fair market value determined by agreement between the seller and purchaser within thirty days from the delivery or mailing of such agreement,

and in the absence of such agreement, 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 apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in an court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

- (2) The purchase price shall be paid in cash.
- (3) The sale shall be closed within ten days following the determination of the sales price.
- (4) A Certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.
- (5) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval as elsewhere provided, which shall be recorded in the Public Records of Broward County, Florida, at the expense of the apartment owner.

11.4 Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company or a federal savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association, or may be arbitrarily withheld.

11.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer or to purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquired its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale. During such period of time as a bank, life insurance company or federal savings and loan association shall hold title as a result of owning a mortgage upon the apartment concerned, the rent as to said apartment coming due under the recreation lease, if any, executed by the Association,

shall abate and said title holder shall be relieved of all obligation with respect to said rent (including any unpaid rent accrued prior to its acquisition of title). Neither shall any of the provisions of this Section 11 apply to the sale or lease of any apartment unit by the Developer.

11.6 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12. COMPLIANCE AND DEFAULT. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of an apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

12.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by 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 carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

12.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, the By-Laws or the Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the Court.

12.3 No Waiver of Rights. The failure of the Association or any apartment owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

13. AMENDMENTS. Except as elsewhere provided otherwise this Declaration of Condominium may be amended in the following manner:

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

13.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

- A. Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or
- B. Not less than eighty (80%) percent of the votes of the entire membership of the Association; or
- C. Until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

13.3 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common elements, unless the record owner of the apartment and all record owners of liens thereon shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance," nor in the section entitled "Reconstruction or Repair After Casualty," unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment. Neither shall an amendment attempt to change the obligations of the Association and apartment owners under that certain 99 Year Lease, a copy of which is attached hereto as Exhibit D unless the record owner of the fee simple title to the leased lands shall join in the execution of the amendment.

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

14. TERMINATION. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

14.1 Destruction. In the event it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the Condominium plan of ownership will be thereby terminated without agreement.

14.2 Agreement. The Condominium may be terminated by the approval in writing of all of the owners of the apartments therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the sixtieth day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

- A. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the apartments to be purchased of an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall agree to purchase all of the apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.
- B. Price. The sales price of each apartment shall be the fair market value determined by agreement between the seller and purchaser within thirty days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it 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 apartment; 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 paid by the purchaser.
- C. Payment. The purchase price shall be paid in cash.
- D. Closing. The sale shall be closed within ten (10) days following the determination of the sales price.

14.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a Certificate of the Association executed by the President and Secretary certifying as to facts affecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

14.4 Shares of Owners After Termination. After termination of the Condominium, apartment 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 lien upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

14.5 Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon apartments.

15. RECREATIONAL AREA FEE. It is recognized, upon the issuance of a Certificate of Occupancy for each unit, that the owner thereof shall be obliged to pay \$120.00 per year, payable in quarterly installments of \$30.00 each, to Crystal Lake Apartments, Inc., for the use of certain recreational areas as set forth in certain Reservation and Restrictive Covenants recorded May 6, 1964, in Official Records Book 2803, Page 256, Broward County Records, and as amended by amendment recorded December 30, 1964, in Official Records Book 2934, Page 274 of the Broward County Records. The Association may, upon a duly authorized Resolution of the Board of Directors, include these recreational fee payments as common expenses in order to protect the value of the apartments and the Board of Directors may, upon Resolution, pay any apartment units' delinquent recreational fee and charge the apartment owner for said payment as a common expense assessable against said apartment.

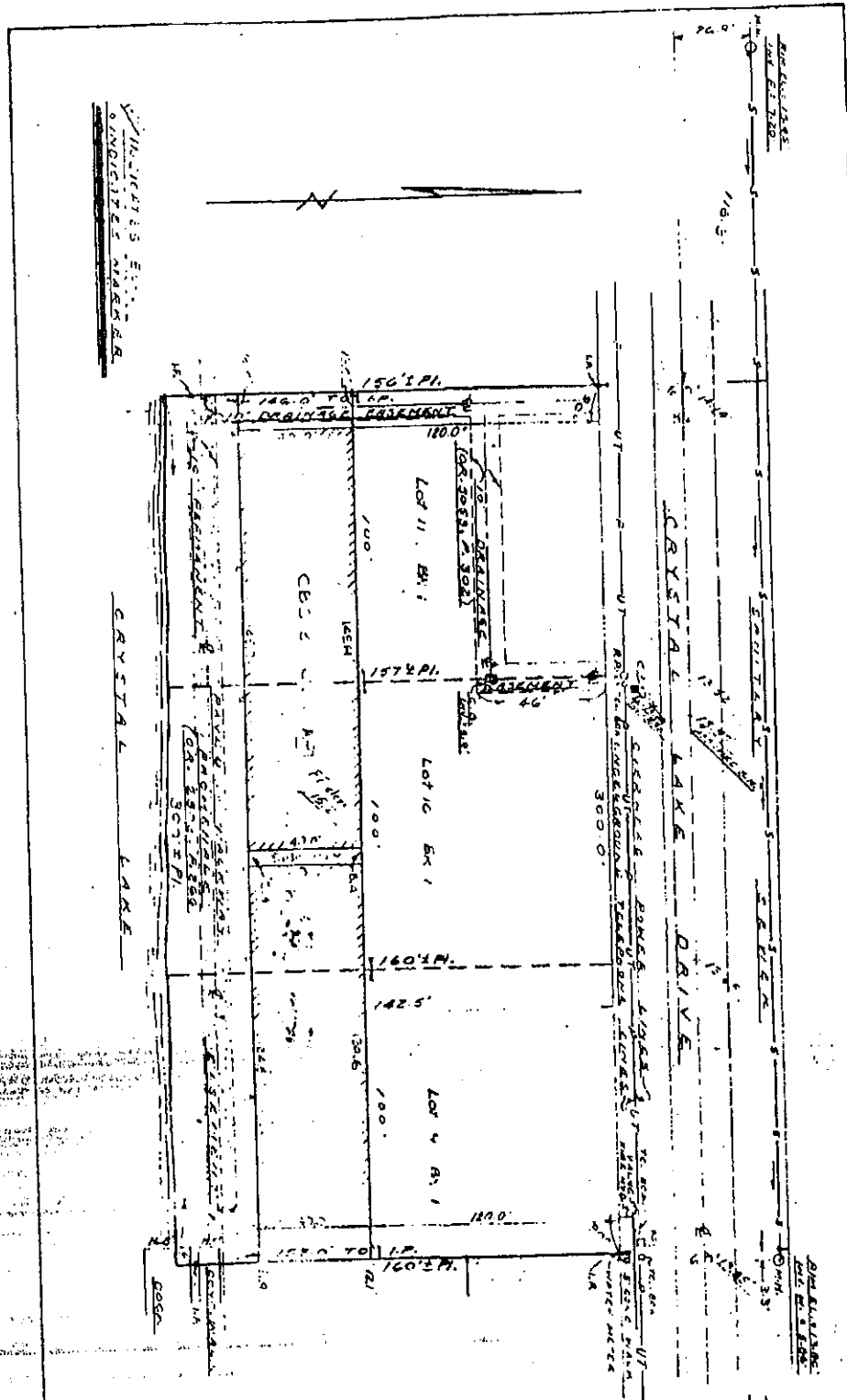
16. AGREEMENTS BY THE ASSOCIATION. The Association may acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

17. SEVERABILITY. The invalidity in whole or in part of any covenants or restrictions, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

R. C. I. CORP.

By _____



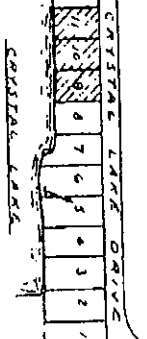
I hereby certify that I have this day completed a survey of the above described premises; the markers have been set as indicated and that this drawing is a true and correct delineation thereof.

Dated at Pompano Beach, Florida, this 9th day of March 1973.

NOTED AND APPROVED WITH AN ORIGINAL SURVEYOR'S SEAL

CERTIFICATE OF SURVEY
 Lots 9, 10, & 11, Block 1
 CRYSTAL LAKE 1st SECTION,
 according to the plat thereof,
 recorded in Plat Book 50, Page
 39, of the public records of
 Broward County, Florida.

BROWARD COUNTY, FLORIDA,
Frederic E. Conrad, Jr.
 Fred E. Conrad, Jr.
 Registered Land Surveyor
 No. 1730, State Of Florida.



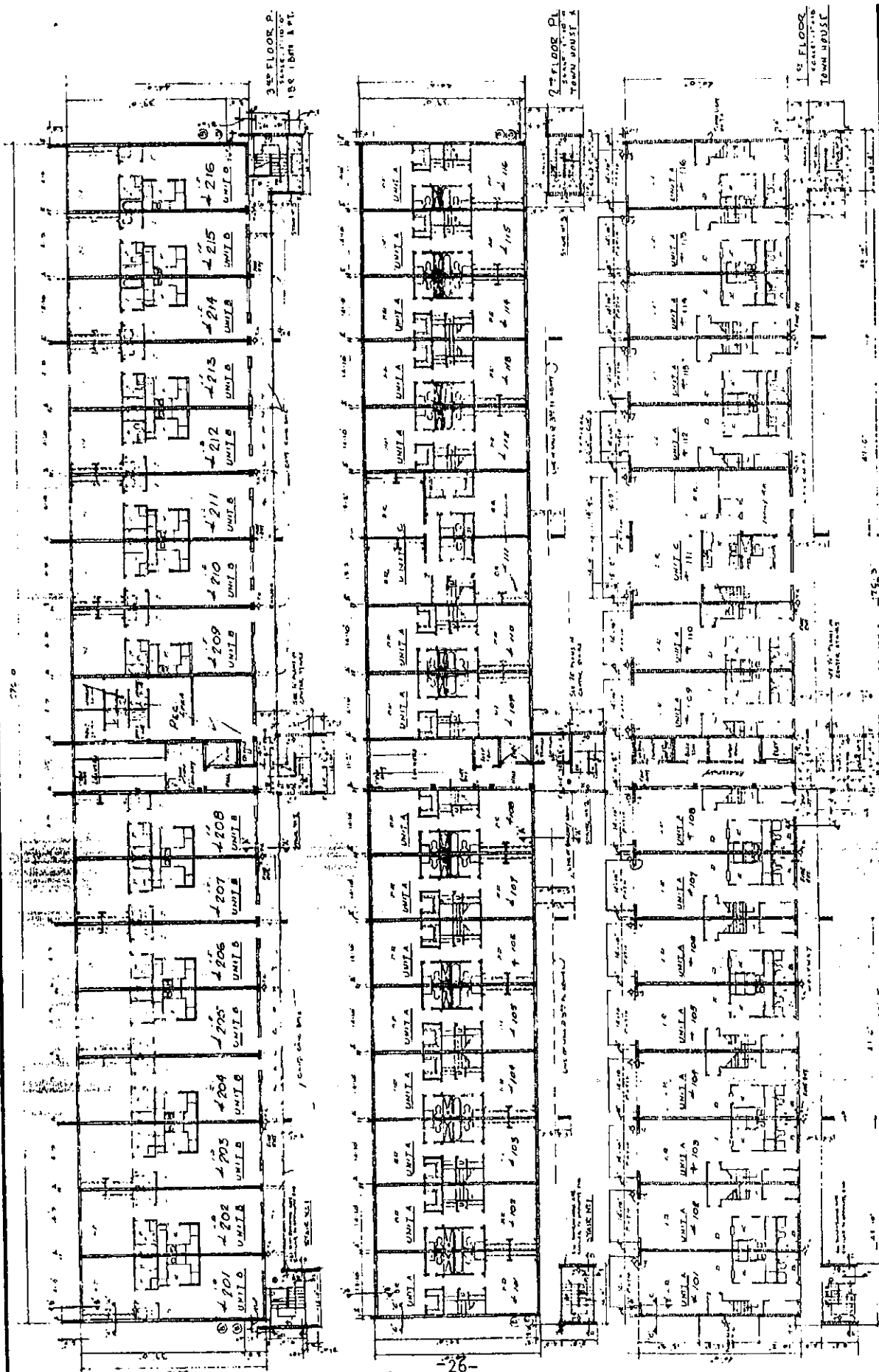
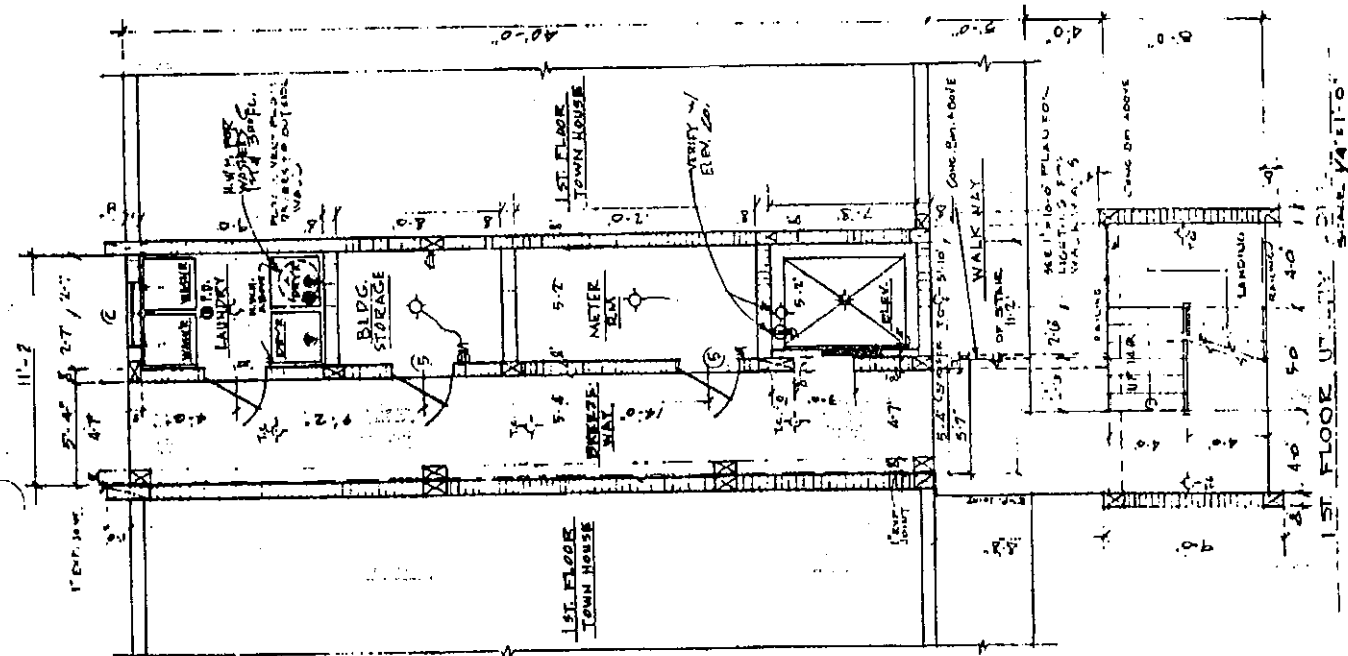
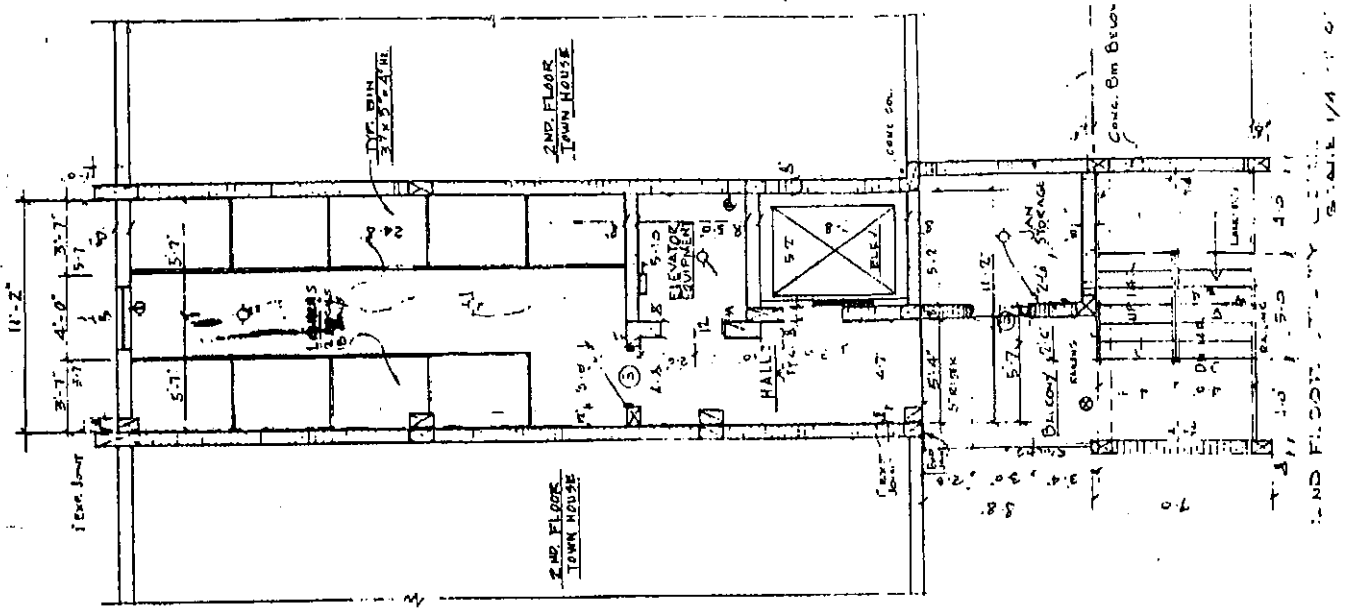


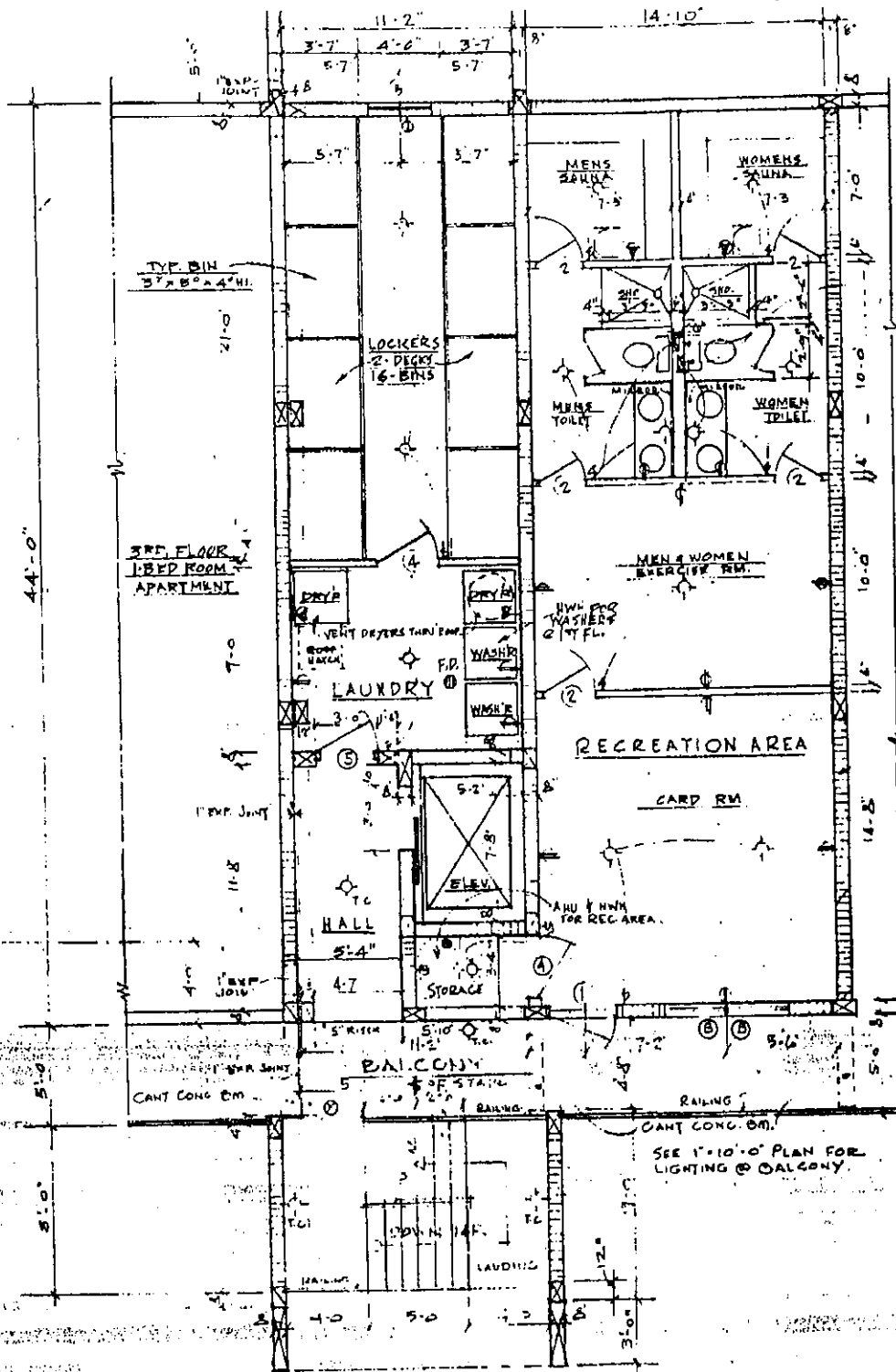
EXHIBIT A-2

DATE SHEET	11/15/50	REV.	2
DATE SHEET	11/15/50	REV.	2
<p>3RD FLOOR P. 3RD FLOOR P. 1ST FLOOR P.</p>			
<p>2ND FLOOR P. 2ND FLOOR P. TOWN HOUSE A</p>			
<p>1ST FLOOR P. 1ST FLOOR P. TOWN HOUSE</p>			
<p>A 32 UNIT APARTMENT BLDG FOR</p>		<p>MR. JAMES MEMMA</p>	
<p>BRONARD CO., FLA.</p>		<p>neil green, d.l.a. architect</p>	
<p>219 commercial boulevard</p>		<p>lauderdale-by-the-sea, florida 305-772-2908</p>	



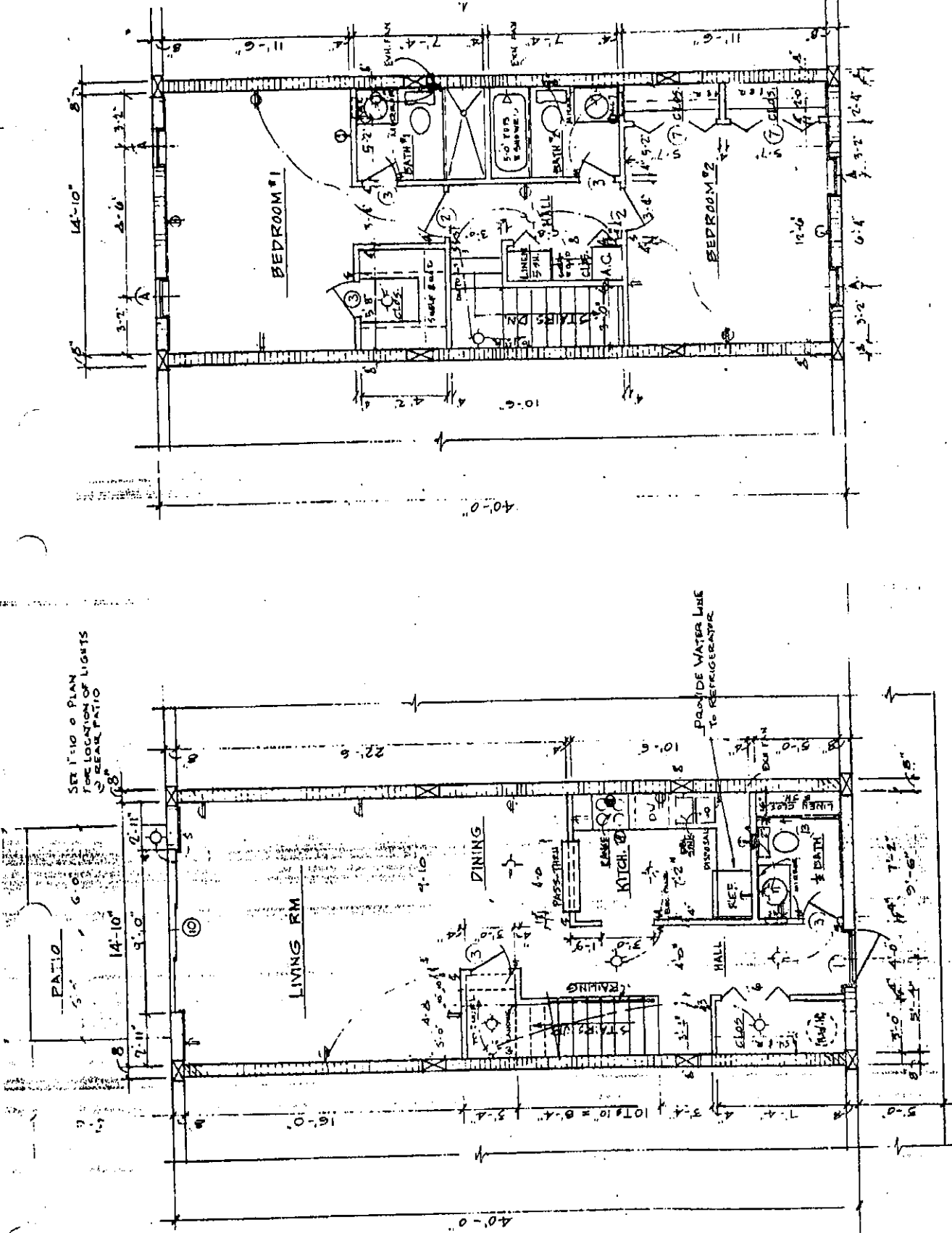
Utility Cores

Exhibit A-3



3RD FLOOR UTILITY CORE & RECREATION RMS.
SCALE 1/4" = 1'-0"

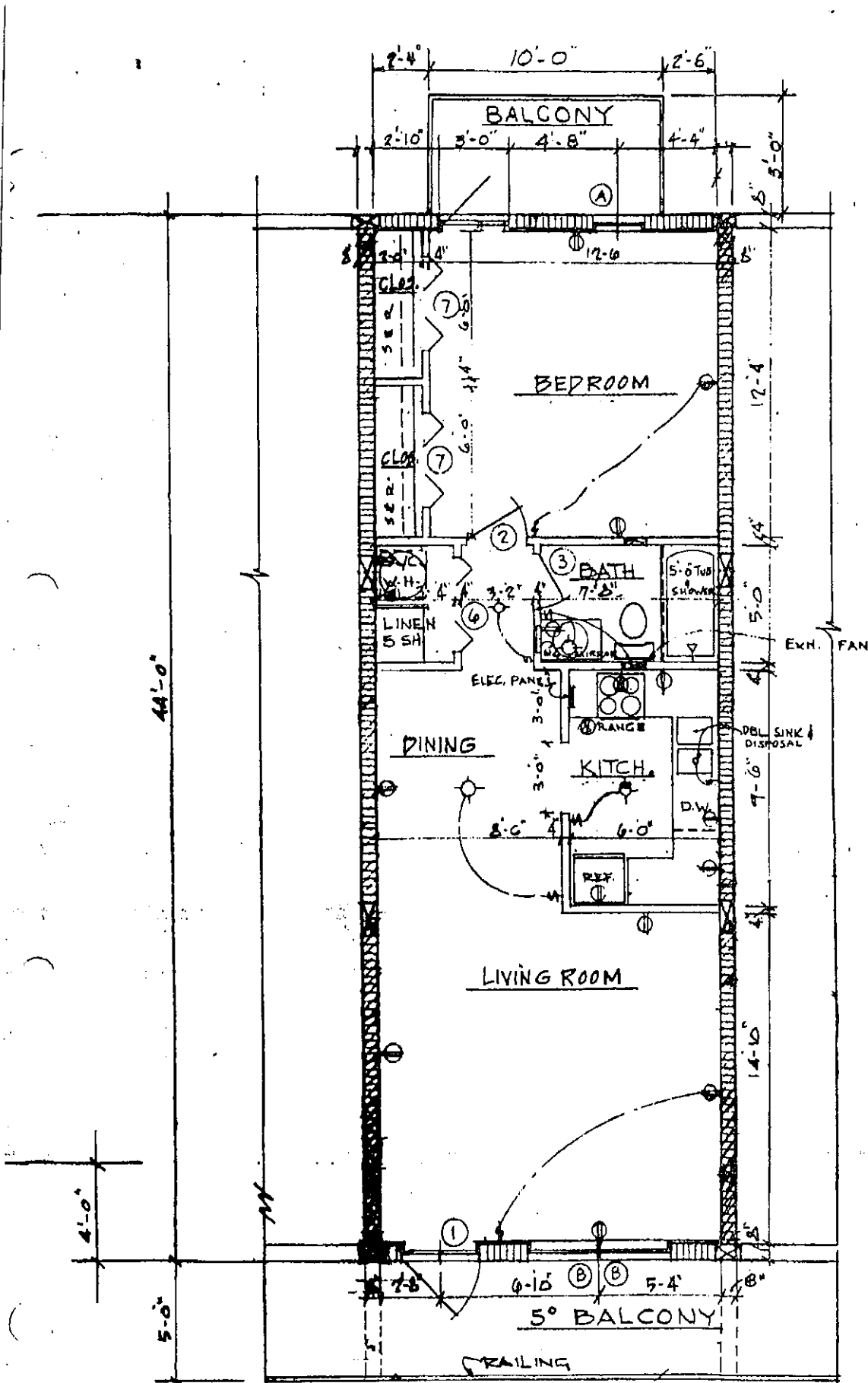
Exhibit A - 4



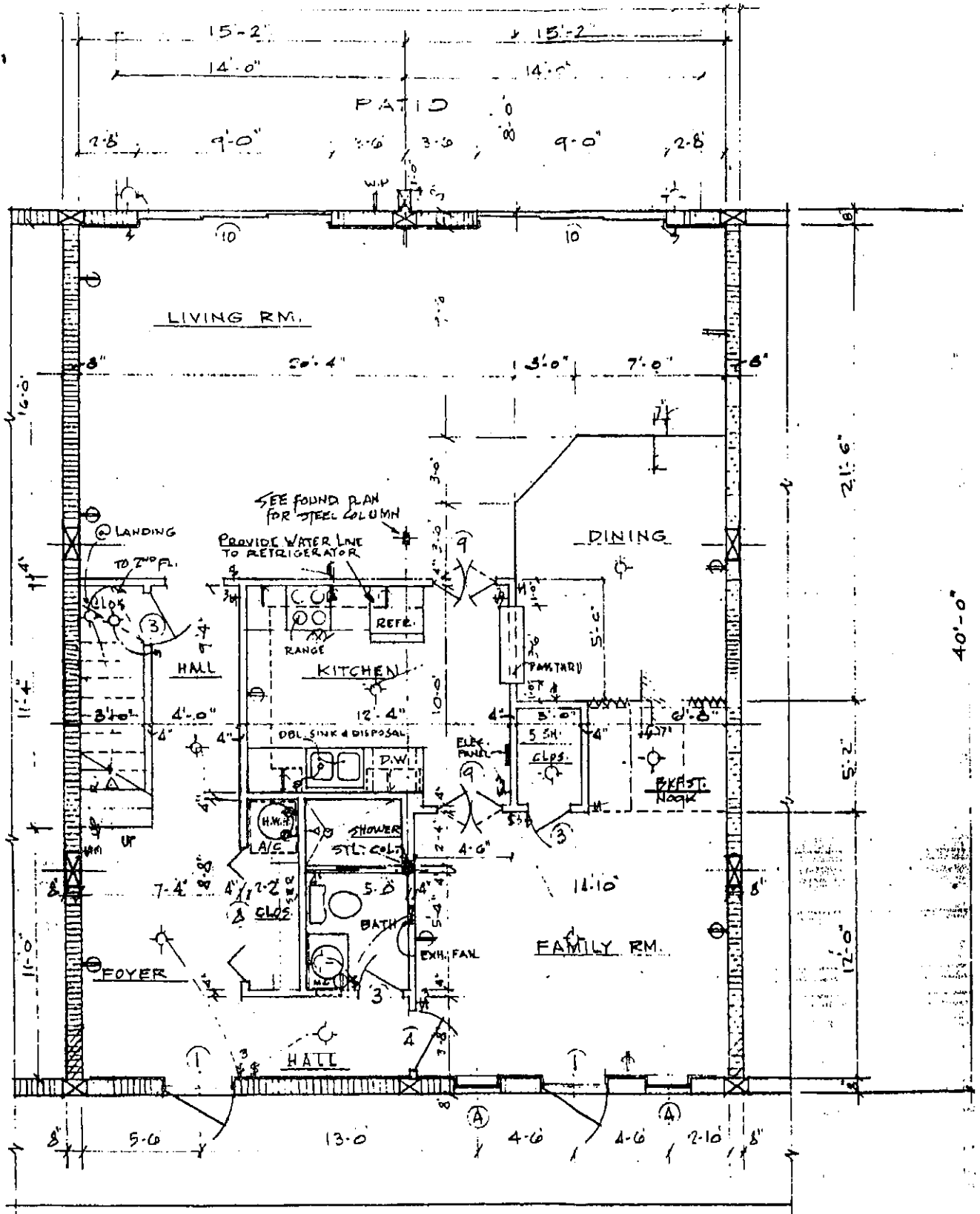
2ND FLOOR PLAN - UNIT A

1ST FLOOR PLAN - UNIT A

Exhibit A-5



TYPICAL FLOOR PLAN - UNIT B



1st Floor Plan - Unit C

Exhibit A-7

EXHIBIT B

ARTICLES OF INCORPORATION
OF
CLUB HOUSE COVE ASSOCIATION, INC.

THE UNDERSIGNED hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, 1969, and certify as follows:

ARTICLE I

NAME:

The name of the Corporation shall be CLUB HOUSE COVE ASSOCIATION, INC., and the principal office of this Corporation shall be 1100 Crystal Lake Drive, Pompano Beach, Florida. For convenience this Corporation shall be referred to as the Association.

ARTICLE II

PURPOSES:

The purpose for which the Association is organized is as follows:

1. A condominium known as CLUB HOUSE COVE, a condominium, is being constructed upon the following lands in Broward County, Florida:

Lots Nine (9), Ten (10) and Eleven (11) in Block One (1) of CRYSTAL LAKE 1ST SECTION, according to the Plat thereof, recorded in Plat Book 58, at Page 39, of the Public Records of Broward County, Florida.
2. The documents creating the condominium provide for the ownership, operation, management, maintenance and use of thirty-two (32) apartments within the property, together with certain other improvements. This Association is organized for the purpose of providing a convenient means of administering the condominium by the owners thereof.
3. The Association shall make no distribution of income to its members, Directors or Officers.

ARTICLE III

POWERS:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.
2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

- A. To make and collect assessments against members to defray the costs of the condominium.
 - B. To use the proceeds of assessments in the exercise of its powers and duties.
 - C. The maintenance, repair, replacement and operation of the condominium property.
 - D. The reconstruction of improvements after casualty and the further improvements to the property.
 - E. To make and amend regulations respecting the use of the property in the condominium.
 - F. To approve or disapprove proposed purchasers, lessees, and mortgagees of apartments.
 - G. To enforce by legal means the provisions of the Condominium Documents, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the property in the Condominium.
 - H. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or the members of the Association.
3. All funds and the titles to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.
 4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which govern the use of the property.

ARTICLE IV

MEMBERS:

The qualifications of members, the manner of their admission, and voting by members shall be as follows:

1. All owners of apartments in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership. Each apartment shall be entitled to one vote.
2. Membership in the Association shall be established by the recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a change of record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the new owners designated by such instrument, thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.
3. 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 apartment in the condominium.

ARTICLE V

1. The affairs of the Association will be managed by a Board of not less than three (3) nor more than nine (9) Directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three (3) Directors.
2. Directors of the Association shall be appointed or elected at the Annual Meeting of the members in the manner determined by the By-Laws except that for so long as R. C. I. CORP., a Florida corporation, or its successors, is the owner of four (4) or more apartments, it shall have the right to elect a majority of the Directors, who need not be residents of the condominium. At a time when the Developer is no longer the owner of four (4) apartments, those Directors of said Developer shall resign so as to comply with this Paragraph, and their successors shall be appointed by the remaining Directors so as to complete the unexpired terms of those resigning. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws. In no event shall the Developer select a majority of the Board of Directors for a period beyond January 1, 1976.

ARTICLE VI

OFFICERS:

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the Annual Meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
JAMES J. YEMMA, JR. President	311 SE 25 Ave., Fort Lauderdale, Fla. 33301
JAMES J. YEMMA Vice President	311 SE 25 Ave., Fort Lauderdale, Fla. 33301
JAMES E. ANDREWS Secretary	2501 E. Commercial Blvd., Fort Lauderdale, Florida 33308

ARTICLE VII

INDEMNIFICATION:

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Association or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein

shall apply only when the Board of Directors has approved such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE VIII

BY-LAWS:

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided by the By-Laws.

ARTICLE IX

AMENDMENTS:

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

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the Members of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other. Such approvals must be by not less than seventy-five (75%) percent of all the Directors and by not less than seventy-five (75%) percent of all the members of the Association. Directors and the members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting, and said amendment shall be effective when recorded in the Public Records of Broward County, Florida.

ARTICLE X

TERM:

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner in accordance with the Declaration. The Association shall be terminated by the termination of the condominium in accordance with the provisions of the Condominium Documents.

ARTICLE XI

SUBSCRIBERS:

The names and residences of the subscribers to these Articles of Incorporation who shall also constitute the first Board of Directors to hold office until successors are elected and have qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>
JAMES J. YEMMA, JR.	311 SE 25 Ave., Fort Lauderdale, Fla. 33301
JAMES J. YEMMA	311 SE 25 Ave., Fort Lauderdale, Fla. 33301
JAMES E. ANDREWS	2501 E. Commercial Blvd., Fort Lauderdale, Florida 33308

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures
this _____ day of _____, 1973.

JAMES J. YEMMA, JR.

JAMES J. YEMMA

JAMES E. ANDREWS

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared JAMES J. YEMMA, JR., JAMES J. YEMMA and JAMES E. ANDREWS, who after being sworn by me on oath, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me at Fort Lauderdale, this _____
day of _____, 1973.

Notary Public

EXHIBIT C

BY-LAWS OF CLUB HOUSE COVE ASSOCIATION, INC.

a condominium corporation not for profit under the laws of the State of Florida.

I. IDENTITY

These are the By-Laws of CLUB HOUSE COVE, a condominium corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State of Florida on _____ and subject to the charter granted by the Secretary of State and the Declaration affecting the land and all improvements thereon known as CLUB HOUSE COVE, a condominium. The Association has been organized for the purpose of administering a condominium upon the following lands in Broward County, Florida:

Lots Nine (9), Ten (10) and Eleven (11) in Block One (1) of CRYSTAL LAKE 1ST SECTION, according to the Plat thereof, recorded in Plat Book 58, at Page 39, of the Public Records of Broward County, Florida

1. The office of the Association shall be at 1100 Crystal Lake, Pompano Beach, Florida.
2. The fiscal year of the Association shall be the calendar year.
3. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

II. MEMBERS' MEETINGS

1. The annual members' meeting shall be held at the office of the corporation on the first Wednesday in February of each year, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members, provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.
2. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from one-third (1/3) of the entire membership.
3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall

be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after the meeting.

4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof within ten (10) days after such meeting shall constitute a presence of such member for the purpose of determining a quorum.
5. Each apartment shall be entitled to one (1) vote. The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purposes.
6. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.
7. Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.
8. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
9. The order of business at annual members' meetings and, as far as practicable at all other members' meetings, shall be:
 - A. Election of Chairman of the meeting.
 - B. Calling of the roll and certifying of proxies.
 - C. Proof of notice of meeting or waiver of notice.
 - D. Reading and disposal of any unapproved minutes.
 - E. Report of Officers.
 - F. Report of Committees.
 - G. Election of Directors.
 - H. Unfinished Business.
 - I. New Business.
 - J. Adjournment.
10. Proviso. Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, or until January 1, 1976, or until the Developer elects to terminate its control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

III. DIRECTORS

1. The Board of Directors shall consist of not less than three (3) nor more than nine (9) as is determined from time to time by the members. Each member of the Board of Directors shall be either the owner of an apartment, have an interest therein, or in the event of a corporate ownership, any officer or designated agent thereof.
2. Election of Directors shall be conducted in the following manner:
 - A. Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association. There shall be no cumulative voting.
 - B. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.
 - C. For so long as the Developer owns four (4) or more apartments, a majority of the Board of Directors of the Association shall be selected by the Developer, and such members as may be selected by the Developer need not be residents in the building, but in no event shall the Developer select a majority of the Board of Directors after January 1, 1976.
3. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.
4. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.
5. 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. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the date named for such meeting unless such notice is waived.
6. Special meetings of the 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 votes of the Board. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.
7. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

8. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing a concurrence in the minutes thereof within ten (10) days after such meeting shall constitute the presence of such Director for the purpose of determining a quorum.
9. The presiding officer of Directors' meetings shall be the Chairman of the Board. If such has not been elected, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their members to preside.
10. Directors' fees, if any, shall be determined by the members.
11. A Director may be removed for cause or for the failure to be either the owner of an apartment, have an interest therein or in the event of a corporate ownership to be an officer or designated agent thereof. The removal of a Director pursuant to this Paragraph shall be by the majority vote of the remaining Board members, and said vote shall be taken at a special meeting called for that purpose.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association and the documents establishing the condominium. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land and shall include but shall not be limited to the following:

1. To make and collect assessments against members to defray the costs of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.
4. The reconstruction or improvements after casualty and the further improvement of the property.
5. To make and amend regulations respecting the use of the property in the condominium.
6. To approve or disapprove proposed occupants, purchasers, lessees and mortgagees of apartments in the manner provided by the Condominium Documents.
7. To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws of the Association,

and the Rules and Regulations for the use of the property in the condominium.

8. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or membership of the Association.
9. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment owner subject to such liens.
10. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.
11. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.
12. To employ personnel for reasonable compensation to perform the services required for proper administration of the purpose of the Association.
13. The Association may acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

V. OFFICERS

1. The executive officers of the corporation shall be a President who shall be a Directors, a Vice President, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by a vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Vice President, Secretary, or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.
2. The President shall be the chief executive of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an Association, including but not limited to the power of appointment committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.
3. The Vice President shall in the absence of or disability of the President exercise the powers and duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4. The Secretary shall keep the minutes of the proceedings of the Directors and the members. He shall attend to the giving and serving of all notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.
5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members, the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.
6. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the condominium.

VI. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and the Articles of Incorporation shall be supplemented by the following provisions:

1. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owners or owner, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.
2. Budget.
 - A. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, and the income of the Association including but not limited to the following items:
 - (a) Common Expense Budget
 - (1) Maintenance and operation of Common Elements.
 - (2) Utilities
 - (3) Liability Insurance
 - (4) Casualty Insurance
 - (5) Administration
 - (b) Proposed assessments against each member.
 - B. Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amendment shall be furnished each member concerned.

3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawals of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.
4. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.
5. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

VII. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the Corporation or with the Statutes of the State of Florida.

VIII. AMENDMENTS

Amendments to the By-Laws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution adopting a proposed amendment must receive approval of not less than two-thirds (2/3) of the votes of the entire membership of the Board of Directors and not less than seventy-five (75%) percent of the votes of the entire membership of the Association. Directors and members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting.
3. Initiations. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other.
4. Effective Dates. An amendment when adopted shall become effective only after being recorded in the Public Records of Broward County, Florida.
5. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

The foregoing were adopted as the By-Laws of CLUB HOUSE COVE ASSOCIATION, INC., a condominium corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____.

SECRETARY

Approved:

PRESIDENT

#1

95-377908 T#001
08-31-95 06:05PM

DOCUMENT COVER PAGE

(Space above this line reserved for recording office use.)

Document Title:

*Certificate of Amendment to the By-Laws of
Club House Cove Association, Inc. A Condominium*

(Warranty Deed, Mortgage, Affidavit, etc.)

Executed By:

Club House Cove Association, Inc.

By: Violet Mesiano

To:

BK23858PG0883

Brief Legal Description:

(if applicable)

*Certificate of Amendment
(No Legal)*

115207 07-31-95



Return Recorded Document to:

*Cheryl J. Lewis
Cheryl J. Lewis, P.A.
102206 NW 47th Street
Sunrise, FL 33351
(305) 742-9034*

edm

CERTIFICATE of AMENDMENT to the BY-LAWS of
CLUB HOUSE COVE ASSOCIATION, INC., a Condominium

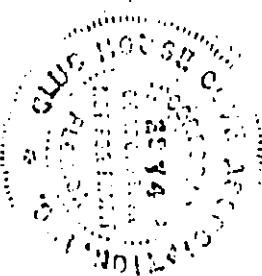
(Text that is underlined is additional text; text ~~stricken~~
through is deleted)

NOTICE IS HEREBY GIVEN that on ~~June 21~~, 1995, by a
vote of not less than two-thirds of the votes of the entire
membership of the Board of Directors and not less than seventy-
five (75%) percent of the votes of the entire membership of the
Association, article VI ("Fiscal Management"), Section 2.B.4. of
the Bylaws is amended as follows:

OFFICIAL COPY

~~"4. An audit of the accounts of the
Association shall be made annually by a
certified public accountant, and a copy of the
report shall be furnished to each member not
later than April 1 of the year following the
year for which the report is made." The type
of financial statements and/or reporting
regarding the Association's accounts shall be
determined each year by the Board of
Directors, and the report or statement used
shall be delivered to each of the members each
year. The report shall show the actual
receipts and expenditures for the previous 12
months and shall show the items required by
law."~~

BK23858PG0884



(CORPORATE SEAL)

CLUB HOUSE COVE
ASSOCIATION, INC.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

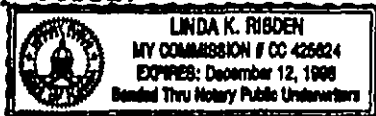
ATTEST:

Mary McGuire
Secretary Mary Mcguire

By: Violet Masciandaro
President Violet Masciandaro

STATE OF FLORIDA }
COUNTY OF BROWARD }

On this 21st day of June, 1995, personally
appeared Violet Masciandaro, President, and acknowledged before
me that he/she executed this instrument for the purposes herein
expressed.



Linda Ridsen
Notary Public
Notary Public [name printed]

my commission expires:

#2

This Document Prepared by:
Michael S. Chadrow, Esquire
Bakalar, Brough & Chadrow, P.A.
Westside Corporate Center
150 S. Pine Island Road, Suite 540
Plantation, Florida 33324

INSTR # 104342203
OR BK 38217 Pages 1967 - 1968
RECORDED 09/20/04 15:27:35
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2076
#1, 2 Pages

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF CLUB HOUSE COVE, A CONDOMINIUM**

WITNESSETH:

WHEREAS, the Declaration of Condominium of Club House Cove, a Condominium was duly recorded among the Public Records of Broward County, Florida, in Official Records Book 5714 at Page 323 et. seq.; and

WHEREAS, at a duly called and noticed meeting of the membership of CLUB HOUSE COVE CONDOMINIUM ASSOCIATION, INC., a Florida not-for profit corporation, held on the 24th day of August, 2004, at which a quorum was present, the members approved the amendment to the Declaration of Condominium set forth herein below by an affirmative vote in excess of that required for amendments to the Declaration of Condominium; and

NOW THEREFORE, the undersigned hereby certify that the following amendment to the Declaration of Condominium is a true and correct copy of the amendment to the Declaration of Condominium as approved by the members:

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF CLUB HOUSE COVE, A CONDOMINIUM**

10.5 Leasing. Apartments may be leased for a period no less than one (1) year in accordance with this Declaration and in accordance with the Rules and Regulations adopted by and promulgated by the Board of Directors. An Apartment Owner must have title to an Apartment for a period of at least one year before such Apartment may be leased, with the exception that persons taking title by reason of inheritance need not comply with this one-year restriction. An Apartment may not be leased more than one (1) time during a calendar year. Apartments may be leased only in their entirety and no room shall be rented and no transient tenants accommodated. Leases for one year or more shall be in accordance with Paragraph 11 below. All leases shall be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, By-Laws, applicable Rules and Regulations, or other applicable provisions of any agreement, document or instrument governing the Property. The Association, at all stages, including pre-suit, suit and appeal, shall be entitled to recover from the Apartment Owner all costs, including reasonable attorneys's fees associated with any action to terminate a lease or to otherwise enforce the terms of this

section.

IN WITNESS WHEREOF, CLUB HOUSE COVE CONDOMINIUM ASSOCIATION, INC., A CONDOMINIUM, has executed this Amendment to the Declaration of Condominium of CLUB HOUSE COVE CONDOMINIUM ASSOCIATION, INC., A CONDOMINIUM this 25 day of August, 2004.

WITNESS:

Sign: Maria D. Lopez

Print: MARIA D. LOPEZ

Sign: Maria D. Lopez

Print: MARIA D. LOPEZ

By: Gail Parks

Print: GAIL PARKS

Title: President

By: Virginia McLaver

Print: VIRGINIA M. LAVER

Title: Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of 2004, by GAIL PARKS, as President, and VIRGINIA LAVER, as Secretary of CLUB HOUSE COVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me and did take an oath.

My Commission Expires:

Jane M. Brock
NOTARY PUBLIC - State of Florida at Large



JANE M. BROCK
MY COMMISSION # DD 129131
EXPIRES: April 4, 2007
Revised Title Budget Notary Services

#3

This Document Prepared by:
Michael S. Chadrow, Esquire
Bakalar, Brough & Chadrow, P.A.
Westside Corporate Center
150 S. Pine Island Road, Suite 540
Plantation, Florida 33324

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF CLUB HOUSE COVE, A CONDOMINIUM**

WITNESSETH:

WHEREAS, the Declaration of Condominium of Club House Cove, a Condominium was duly recorded among the Public Records of Broward County, Florida, in Official Records Book 5714 at Page 323 et. seq.; and

WHEREAS, at a duly called and noticed meeting of the membership of CLUB HOUSE COVE CONDOMINIUM ASSOCIATION, INC., a Florida not-for profit corporation, held on the 24th day of August, 2004, at which a quorum was present, the members approved the amendment to the Declaration of Condominium set forth herein below by an affirmative vote in excess of that required for amendments to the Declaration of Condominium; and

NOW THEREFORE, the undersigned hereby certify that the following amendment to the Declaration of Condominium is a true and correct copy of the amendment to the Declaration of Condominium as approved by the members:

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF CLUB HOUSE COVE, A CONDOMINIUM**

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section.

IN WITNESS WHEREOF, CLUB HOUSE COVE CONDOMINIUM ASSOCIATION, INC., A CONDOMINIUM, has executed this Amendment to the Declaration of Condominium of CLUB HOUSE COVE CONDOMINIUM ASSOCIATION, INC., A CONDOMINIUM this 25 day of August, 2004.

WITNESS:

Sign: Maria D. Lopez

Print: MARIA D. LOPEZ

By: Gail Parks

Print: GAIL PARKS

Title: President

Sign: Maria D. Lopez

Print: MARIA D. LOPEZ

By: Virginia M. Laver

Print: VIRGINIA M. LAVER

Title: Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of 2004, by GAIL PARKS, as President, and VIRGINIA LAVER, as Secretary of CLUB HOUSE COVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me and did take an oath.

My Commission Expires:

Jane M Brock
NOTARY PUBLIC - State of Florida at Large



JANE M. BROCK
MY COMMISSION # DD 195131
EXPIRES: April 4, 2007
Bonded Thru Budget Notary Services

RULES & REGULATIONS

CLUB HOUSE COVE

As recorded with the Clerk of the Courts, Broward County, Florida, as shown on Pg. 15 thereof, paragraph 10.7, "Regulations", the Board of Directors of Club House Cove Assoc., Inc. have hereby adopted, as of August 25, 1975, the following Rules & Regulations.

The Directors of the Association reserve the right to change or revoke existing Rules & Regulations and make such additional Rules & Regulations from time to time as in their opinion shall be necessary or desirable for the safety and protection of the building and its occupants, and to promote cleanliness and good order of the property, and to assure the comfort and convenience of the Owners.

Infractions by anyone of these Rules & Regulations may mean a letter of reprimand or other appropriate action deemed necessary by the Board of Directors.

IT IS YOUR OBLIGATION TO READ THESE REGULATIONS. EVEN THOUGH YOU DO NOT, YOU ARE CHARGED WITH KNOWLEDGE OF THEM AND YOU ARE RESPONSIBLE.

1. GENERAL:

A. Any complaints, comments or suggestions as to the operation and maintenance of the common areas and/or building, should be submitted to the Board of Directors and they must be signed by the Owner.

2. GUESTS & LESSEES:

Owners shall be responsible for the acts and conduct of their guests and lessees. Owners shall advise such guests and lessees of these Rules & Regulations, and shall require them to comply herewith.

3. CLEANLINESS:

A. Help keep all areas orderly and clean. Do not throw trash, cigar, or cigarette butts on the property. Use receptacles provided for their disposal.

B. Do not sweep or throw any dirt, trash, or other substance from doors, windows, balconies, or patios.

C. Do not shake rugs or mops from doors, windows, balconies, patios, or from walkways.

4. EXTERIOR APPEARANCE:

A. No additions to, changes in, or deletions from the landscaping and structure of this development may be made without prior approval by the Board of Directors.

B. Owners shall not use on windows and doors, aluminum foil, newspaper or any other materials which will detract from the appearance of the building.

C. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by any apartment owner on any part of the outside of the building or property except as those currently in existence.

5. CONDUCT:

A. Complaints concerning misconduct, poor decorum or infractions of the regulations should be reported to the Board of Directors in writing and signed by the Owner.

B. Radios, televisions, hi-fi sets, etc., should be operated at a reasonable volume, especially after 12:00 P.M.

C. No person in a private dwelling or in the common areas of the condominium shall engage in loud and boisterous or other disorderly, profane, indecent, immoral, or unlawful conduct.

6. BULLETIN BOARD:

The Bulletin Board is for the personal use of owners to post announcements of general interest. A 3" X 5" card should serve for all notices except Management notices. All notices must be initialed by a member of the Board.

7. SOLICITING:

No soliciting is allowed in the building or on the grounds.

8. BALCONIES & PATIOS:

A. Nothing is to be attached to the balcony railings, temporarily or permanently.

B. The balconies, terraces, walkways and exterior stairways shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items.

C. No outdoor cooking is allowed within 10' of the building.

9. STORAGE AREAS:

A. Apartment owners will use only the portions of any storage area which is assigned to them, and all other portions of the storage area shall be kept free of obstructions.

B. All volatile liquids, paint thinners, paint removers, paint brush cleaners, paints and lacquers, cannot be placed in Storage Areas.

10. PETS:

A. Barking or noises created by pets must be controlled by their owners.

B. Pets are not permitted outside the owner's apartment unless said pet is on a leash and accompanied by owner.

C. While pets may be exercised on the grounds, they must be taken off the property to relieve themselves. In case of accidents on the grounds, the owner shall be responsible for his pet's droppings and shall remove same immediately and dispose of in the sanitary facilities of his own apartment.

D. The keeping of a dog or other acceptable pet is not a right of an owner of an apartment but is a conditional license, available only to the original owners in residence. This right is solely applicable to a dog or other pet which is in residence as of September 1, 1975, and such dog or other pet shall not be replaced or multiplied. This conditional license is subject to termination at any time by the Board of Directors upon a determination that such dog or other pet is either vicious or is annoying to other owners, or as otherwise become a nuisance.

E. No feeding of animals in common areas of building, including such animals as ducks, cats, dogs, etc. No pets litter boxes shall be permitted in common areas.

11. LAUNDRY ROOMS:

A. The doors to the laundry rooms are to be closed at all times when not in use.

B. No detergent boxes or bottles are to be left in the laundry rooms.

C. The laundry rooms are to be left in a neat and orderly fashion at all times and this includes removal of lint from dryers.

12. BOAT DOCK AREA:

A. One boat per apartment is permitted, said boat to be parked (docked) perpendicular to the dock.

B. Boat owners are required to maintain good housekeeping. The dock and adjacent lawn areas must be kept in good order.

at all times, with all lines and hoses coiled, and the like.

C. No alterations or additions are to be made to docks or dock area without approval of the Board of Directors. Only those mooring whips previously approved by the Directors will be permitted after this date and they too will be subject to revision at the Board's discretion.

D. All boats are to use their assigned mooring spaces.

13. MOTOR VEHICLES & PARKING:

A. Be sure to park your car within your own space.

B. Assigned parking spaces are for passenger automobiles only.

C. Boat trailers are to be assigned parking spaces by the Board of Directors.

D. Motorcycles are to be parked in designated areas only.

E. Bicycles, motorcycles, motorbikes, skate boards, roller skates, or similar wheel devices are not to be ridden anywhere on the premises except for ingress and egress.

F. Keep driveways and entrances clear of vehicles.

G. Drive slowly at all times.

14. REC ROOM & SAUNA BATH:

A. The air-conditioning and lights should be turned off before leaving.

B. The Rec Room & Sauna Bath shall be used only by Owners and Lessees and their guests.

C. Minors, 18 and under, shall not be permitted in the Rec Room & Sauna Bath unless accompanied by an adult.

D. The door should be kept locked at all times.

E. The hours of operation shall be from 9:00 A.M. to 12:00 P.M.

15. LOCKS:

The Board of Directors will keep a pass key to all apartments in case of emergency originating in, or threatening any apartment, regardless of whether or not the owner is present. The Bd. of Directors shall have the right to enter such apartment to remedy such emergency per Florida Statute #711.12, Item (5). Such right of entry shall be immediate.

16. RE-SALE OF APARTMENTS:

A. No signs advertising the sale are permitted on the premises.

B. A purchaser must complete the necessary "Application to Purchase" form available from the Association Secretary.

C. Prospective purchasers must be interviewed by the Board of Directors, who will approve or disapprove.

17. LEASE OF APARTMENTS:

A. No signs advertising the desire to lease are permitted on the premises.

B. A lease is not permitted for more than one year nor less than three months. An apartment may not be leased more than three times in any one year.

C. Lessees must complete the "Application to Lease" form available from the Association Secretary.

D. The lease must be approved by the Board of Directors.

E. The owner shall be fully responsible and may be assessed for all losses or damages caused by the lessee to Association property, furniture, or equipment, or for expenses caused to the Association.

F. The owner must supply the lessee with a copy of these Rules & Regulations, and inform him of the importance of complying therewith. Continuing violation of the regulations by the lessee shall in itself be sufficient misconduct to warrant his default under the lease.

The following items are considered to be suggestions:

A. All garbage be wrapped and tied in bags before placing in dumpster.

B. Barbecue area be left clean after each use for the convenience of all owners.

YOUR COOPERATION WILL ASSURE PLEASANT LIVING CONDITIONS FOR ALL OF US.

These Regulations were unanimously approved and adopted by the Board of Directors of Club House Cove Condominium Association, Inc., a quorum present, at a meeting August 25, 1975, as shown in the minutes of said meeting.


James Young, Jr., Pres.


Keith Seekamp, Treas.


James Chastain, V. Pres.


Susan Fagan, Ass. Treas.


Deanna Rosemurgy, Sec.


James Young, Sr.


Thomas Lehrer, Ass. Sec.

RULES AND REGULATIONS

CLUB HOUSE COVE

AS RECORDED WITH THE CLERK OF THE COURTS, BROWARD COUNTY, FLORIDA, AS SHOWN ON PG. 15 THEREOF, PARAGRAPH 10.7, "REGULATIONS", THE BOARD OF DIRECTORS OF CLUB HOUSE COVE ASSOC., INC. HAVE HEREBY ADOPTED, AS OF AUGUST 25 1975, THE FOLLOWING RULES AND REGULATIONS.

THE DIRECTORS OF THE ASSOCIATION RESERVE THE RIGHT TO CHANGE OR REVOKE EXISTING RULES AND REGULATIONS FROM TIME TO TIME AS IN THEIR OPINION SHALL BE NECESSARY OR DESIRABLE FOR THE SAFTY AND PROTECTION OF THE BUILDING AN ITS OCCUPANTS , AND TO PROMOTE CLEANLINESS AND GOOD ORDER OF THE PROPERTY, AND TO ASSURE THE COMFORT AND CONVENIENCE OF THE OWNERS.

INFRACTIONS BY ANYONE OF THESE RULES AND REGULATIONS MAY MEAN A LETTER OF REPRIMAND OR OTHER APPROPRIATE ACITON DEEMED NECESSARY BY THE BOARD OF DIRECTORS.

IT IS YOUR OBLIGATION TO READ THESE REGULATIONS. EVEN THOUGH YOU DO NOT, YOU ARE CHARGED WITH KNOWLEDGE OF THEM AND YOU ARE RESPONSIBLE.

1. GENERAL:
 - a. Any complaints, comments or suggestions as to the operation and maintenance of the common areas and/or building, should be submitted to the Board of Directors and they must be signed by the Owner.
2. GUESTS & LESSEES:

Owners shall be responsible for the acts and conduct of their guests and lessees. Owners shall advise such guests and lessees of these Rules & Regulations, and shall require them to comply herewith.
3. CLEANLINESS:
 - a. Help keep all areas orderly and clean. Do not throw trash, cigar, or cigarette butts on the property. Use receptacles provided for their disposal.
 - b. Do not sweep or throw any dirt, trash, or other substance from doors, windows, balconies, or patios.
 - c. Do not shake rugs or mops from doors, windows, balconies, patios, or from walkways.
4. EXTERIOR APPEARANCE:
 - a. No additions to, changes in or deletions from the landscaping and structure of this development may be made without prior approval by the Board of Directors.
 - b. Owners shall not use on windows and doors, aluminum foil, newspaper or any other materials which will detract from the appearance of the buildings.
 - c. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by any apartment owner on any part of the outside of the building or property except as those currently in existence.
5. CONDUCT:
 - a. Complaints concerning misconduct, poor decorum or infractions of the regulations should be reported to the Board of Directors in writing and signed by the Owner.
 - b. Radios, televisions, hi-fi sets, etc., should be operated at a reasonable volume, especially after 12:00 P.M.

- c. No person in a private dwelling or in the common areas of the condominium shall engage in loud and boisterous or other disorderly, profane indecent, immoral, or unlawful conduct.
6. BULLETING BOARD:

The Bulletin Board is for the personal use of owners to post announcements of general interest. A 3"X 5" card should serve for all notices except Management notices. All notices must be initialed by a member of the Board.
 7. SOLICITING:

No soliciting is allowed in the building or on the grounds.
 8. BALCONIES & PATIOS:
 - a. Nothing is to be attached to the balcony railings temporarily or permanently.
 - b. The balconies, terraces, walkways and exterior stairways shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items.
 - c. No outdoor cooking is allowed within 10 of the building.
 9. STORAGE AREAS:
 - a. Apartment owners will use only the portions of any storage area which is assigned to them, and all other portions of the storage area shall be kept free of obstructions.
 - b. All volatile liquids, paint thinners, paint removers, paint brush cleaners, paints and lacquers, cannot be placed in Storage areas.
 10. PETS:
 - a. Barking or noises created by pets must be controlled by their owners.
 - b. Pets are not permitted outside the owner's apartment unless said pet is on a leash and accompanied by owner.
 - c. Pets are not permitted behind the building at any time. They must be taken off the property to relieve themselves. In case of accidents on the grounds, the owner shall be responsible for his pet's droppings and shall remove same immediately and dispose of in the sanitary facilities of his own apartment.
 - d. The keeping of a dog or other acceptable pet is not a right of an owner of an apartment but is a conditional license, available only to the original owners in residence. This right is solely applicable to a dog or other pet which is in residence as of September 1, 1975, and such dog or other pet shall not be replaced or multiplied. This conditional license is subject to termination at any time by the Board of Directors upon a determination that such dog or other pet is either vicious or is annoying to other owners, or as otherwise become a nuisance.
 - e. No feeding of animals in common areas of building, including such animals as ducks, cats, dogs, etc. No pets litter boxes shall be permitted in common areas.
 11. LAUNDRY ROOMS:
 - a. The doors to the laundry rooms are to be closed at all times when not in use.
 - b. No detergent boxes or bottles are to be left in the laundry rooms.
 - c. The laundry rooms are to be left in a neat and orderly fashion at all times and this includes removal of lint from dryers.
 12. BOAT DOCK AREA:
 - a. Boat owners are required to maintain good housekeeping. The dock and adjacent lawn areas must be always kept in good order, with all lines and hoses coiled, and the like.

- b. One vessel per apartment is permitted, said vessel must be registered to owner/tenant and to be parked (docked) perpendicular to the dock.
 - c. No alterations or additions are to be made to docks or dock area without approval of the Board of Directors. Only those mooring whips previously approved by the Directors will be permitted after this date and they too will be subject to revision at the Board's discretions.
 - d. All boats are to use their assigned mooring spaces.
13. MOTOR VEHICLES & PARKING:
- a. Be sure to park your car within your own space.
 - b. Assigned parking spaces are for passenger automobiles only.
 - c. Boat trailers are NOT permitted to be stored in the parking lot.
 - d. Motorcycles are to be parked in designated areas only.
 - e. Bicycles, motorcycles, motorbikes, skateboards, roller skates, or similar wheel devices are not to be ridden anywhere on the premises except for ingress and egress.
 - f. Keep driveways and entrances clear of vehicles.
 - g. Always drive slowly.
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f. The owner must supply the lessee with a copy of these Rules & Regulations, and inform him of the importance of complying therewith. Continuing violation of the regulations by the lessee shall in itself be sufficient misconduct to warrant this default under the lease.

18. FIREWORKS

a. No Fireworks will be allowed on the Property by Residents or their invited guests. There is also no smoking allowed on the roof. Any damage that fireworks cause to the Association's roof, grounds, building, etc., will be the responsibility of whoever was using them. The only people that should be on the roof are service providers; no children should be on the roof and will be considered trespassing.

The following items are considered to be suggestions:

- a. All garbage be wrapped and tied in bags before placing in dumpster.
- b. Barbecue area should be left clean after each use for the convenience of all owners.

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These Regulations were unanimously approved and adopted by the Board of Directors of Club House Cove Condominium Association, Inc. a quorum present, at a meeting February 1980, as shown in the minutes of said meeting.