72-103951

THIS INSTRUMENT PREPARED BY
DAVID MESNEKOFF, ESQ.
8701 S.W. 137TH AVE.
MIAMI, FLORIDA 33143

DECLARATION OF RESTRICTIONS AND COVENANTS

THIS INSTRUMENT made this 14th day of June, 1972, by JANIS HOMES, INC., a Florida corporation, being the owner in fee simple of that certain real property located in Broward County, Florida, described as follows, to-wit:

> ALL OF SPRINGTREE, according to the plat thereof, recorded in Plat Book 75, Page 49 of the Public Records of Broward County, Florida.

1. FULLY PROTECTED RESIDENTIAL AREA. These restrictions shall apply to all single family and multi family apartment tracts and other lands described above, with the exception of all properties zoned commercially or subsequently zoned commercial by appropriate Governmental authorities, however, Paragraphs 2, 3, 4, 6, 7, 8, 9 and 10 and General Provisions hereof shall apply to all of the above properties.

2. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings, shall be used on any lot or tracts at any time as a residence either temporarily or permanently.

3. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements in it for which a public authority or utility company is responsible.

4. NUISANCES. No noxious or offensive activity shall be carried on

JACK WHEELER, COUNTY RECORDER
'72 JUN 16 PM 2:47
OFF. REC. 4897 PAGE 28

upon any lot, nor shall anything be done there on which may be or may become an annoyance or nuisance to the neighborhood.

5. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, or permanent signs which identify completed multi fa mily structures.

6. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or permitted upon any lot.

7. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

8. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping grounds for rubbish, trash, garbage. Other waste shall not be kept except in sanitary containers. All sanitary equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. FILLING IN. No lot or parcel shall be increased in size by filling in the waters on which it abuts.

10. BOATS, BOAT HOUSES AND DOCKS. No private dock, boat house, bulk head, or other structure of any kind shall be erected, placed or permitted to remain on, or under any portion of any of the Lakes or canals within the properties without the written consent of the DEVELOPER.

OFF. REC. 4897 PAGE 29

GENERAL PROVISIONS

TERMS. These covenants are to run with the land and shall be binding on the undersigned and on all parties and all persons claiming under them, for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, The Corporation has this day caused these presents to be signed in the name by its proper officers, and its corporate seal to be affixed, attested by its Assistant Secretary the day and year above written.

Witness

Witness

JANIS HOMES, INC.

BY: _____
Bernard Janis, President

ATTEST: _____
as Asst. Secretary

STATE OF FLORIDA)
)
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgement, personally appeared BERNARD JANIS and SEYMOUR J. SIMON Assistant well known to me to be the President and Secretary respectively of JANIS HOMES, INC., a Florida Corporation, and that they acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of the said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of June, 1972.

Notary Public, State of Florida (SEAL)

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES OCT. 21, 1972
BONDED THROUGH FRED W. DIESTELHORST

RECORDED IN OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

RECORDED 4807 PAGE 30

73-120435

EASEMENT DEED
(Utility and Maintenance)

THIS INDENTURE, made and entered into this 2 day of June, 1973, by and between Janis Development Corporation as Grantor, and the City of Sunrise, Florida, a municipal corporation existing under and by virtue of the laws of the State of Florida, Grantee;

1277 NW 61 Ave. Sunrise
Atten: Mr. Clark

WITNESSETH: That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, receipt of which is acknowledged; Grantor herein does hereby convey and grant unto Grantee an easement in, over and upon the following described real property lying and being within Broward County, Florida.

DESCRIPTION:

The West 15.0 feet of Parcel 1 and Parcel 2 as shown on the Replat of Tract 17, SPRINGTREE, as recorded in Plat Book 79, Page 6, of the Public Records of Broward County, Florida.

'73 JUN 11 PM 12:42
JACK WHEELER, COUNTY RECORDER

BROWARD COUNTY 215892
STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE P.B. 10520 JUN 11 '73 $ 00.30

BROWARD COUNTY 156816
FLORIDA DEPT. OF REVENUE JUN 11 '73 P3 DOCUMENTARY SURTAX $ 00.55

The easement hereby granted and conveyed is for the following used and purposed: Installation, operation and maintenance of public utilities.

OFF REC 5317 PAGE 747

Should the Grantee herein at any time hereafter fail to use said lands or any part thereof for the purposes set forth or abandon same, then the easement granted hereby shall cease to the extent of such use so abandoned or discontinued.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed, sealed and delivered on the day and year first above written.

Signed, sealed and delivered in the presence of:

Rita C. Hampton

Sidney Wank

JANIS DEVELOPMENT CORP.

Grantor
Vice President

STATE OF FLORIDA)

COUNTY OF

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Howard E. Freed to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of June, 1970.

Rita C. Hampton
Notary Public

My Commission Expires:

COVERED BY GENERAL INSURANCE UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
COUNTY COMPTROLLER

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

RECORD 5317 PAGE 748

WARRANTY DEED
(FROM CORPORATION TO CORPORATION)

RETURN TO: STEPHEN M [illegible]
MERCEDE EXECUTIVE PARK
EXECUTIVE TOWER BLDG.-PENTHOUSE
1802 N. UNIVERSITY DR.
PLANTATION, FL 33322

RAMCO'S FORM 35

79-334558

Warranty Deed

This Indenture, Made this 26th day of June, A. D. 1978.

BETWEEN

MGIC PROPERTIES CORPORATION, a corporation existing under the laws of the State of Delaware, having its principal place of business in the County of Milwaukee and State of Wisconsin, and lawfully authorized to transact business in the State of Florida, party of the first part, and

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC. 4000 N.W. 88th Avenue, Sunrise a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Broward and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of

TEN AND 00/100---------- ($10.00) Dollars

to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land situate, lying and being in the County of Broward and State of Florida, to-wit:

Legal Descriptions as attached hereto for the following properties:

Recreation Area,
Parcel 1,
Parcel 3,
Parcel 4-A, and
Parcel 4-B.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
NOV-1979
$00.30

28051

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

OFF REC 8533 PAGE 530

28.00 DA

In Witness Whereof, *the said party of the first part has caused these presents to be signed in its name, by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.*

MGIC PROPERTIES CORPORATION

Attest: David Fried *Secretary.* By: William H. Orenstein *President.*

Signed, sealed and delivered in the presence of us:

State of Wisconsin }
County of MILWAUKEE }

I Hereby Certify, *that on this* 26th *day of* June *A. D. 19* 78, *before me personally appeared* William H. Orenstein *and* David Fried *President and Secretary respectively of* MGIC PROPERTIES CORPORATION *, a corporation under the laws of the State of* Delaware *, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.*

Witness *my hand and official seal at in the County of* Milwaukee *and State of* Wisconsin *the day and year last aforesaid.*

(Seal)

Warranty Deed

(FROM CORPORATION TO CORPORATION)

FROM

TO

Dated

ABSTRACT OF DESCRIPTION

RAMCO'S FORM 35½

REC 8533 PAGE 531

NOTE

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

ner
#2

DESCRIPTION: PARCEL 4-B

A portion of Parcel 2, of a Replat of Tract 17, SPRINGTREE, according to the Plat thereof, as recorded in Plat Book 79, Page 6, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Parcel 2; thence North 62°08'34" West along the North line of said Parcel 2, a distance of 611.34 feet to a point on the Westerly boundary of said Parcel 2; thence South 27°51'26" West along said Westerly boundary, a distance of 126.00 feet; thence South 62°08'34" East, a distance of 127.00 feet to the Point of Beginning of this description; thence continue South 62°08'34" East, a distance of 109.00 feet; thence South 27°51'26" West, a distance of 10?.00 feet; thence North 62°08'34" West, a distance of 16.00 feet; thence South 27°51'26" West, a distance of 51.67 feet; thence North 62°08'34" West, a distance of 36.61 feet; thence North 09°01'56" West, a distance of 60.98 feet; thence North 27°51'26" East, a distance of 101.25 feet to the Point of Beginning of this description. Said lands situate, lying and being in Broward County, Florida.

OFF REC 8533 PAGE 532

DATED: April 25, 1978

UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTE The undersigned and CRAVEN THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, setback lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO 75-0061	DRAWN BY C.F.	CHECKED BY	FB 830 PG 47	FILE NO

NOTE

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

Corner
el #2

DESCRIPTION: PARCEL 4-A

A portion of Parcel 2, of a Replat of Tract 17, SPRINGTREE, according to the Plat thereof, as recorded in Plat Book 79, Page 6, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Parcel 2; thence North 62°08'34" West, a distance of 611.84 feet to a point on the Westerly boundary of said Parcel 2; thence South 27°51'26" West along said Westerly boundary, a distance of 176.00 feet to the Point of Beginning of this description; thence South 62°08'34" East, a distance of 103.00 feet; thence South 27°51'26" West, a distance of 214.72 feet; thence North 89°01'56" West, a distance 115.49 feet to a point on the Westerly boundary of said Parcel 2; thence North 27°51'26" East along said Westerly boundary, a distance of 266.95 feet to the Point of Beginning of this description. Said lands situate, lying and being in Broward County, Florida.

RECORDED IN OFFICIAL RECORDS BOOK 8593 PAGE 593

DATED: April 25, 1978

UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO 78-0061	DRAWN BY L.F.	CHECKED BY	F B 830 PG 47	FILE NO

CRAVEN · THOMPSON & ASSOCIATES INC.

ENGINEERS · PLANNERS · SURVEYORS

5901 NW 31 AVENUE . FORT LAUDERDALE . FLORIDA 33309 . (305) 971-7770

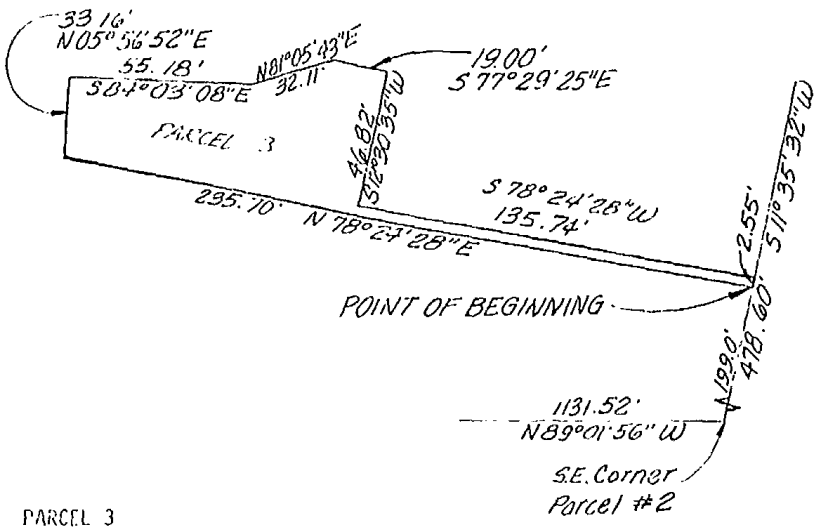
OFFICES: FORT LAUDERDALE, MIAMI, WEST PALM BEACH, PUNTA GORDA, ISLAMORADA

NOTE
This is NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

FOR: Neu & Sanderhoff

NORTH

SCALE: 1"=50'



DESCRIPTION: PARCEL 3

A portion of Parcel 2, of a Replat of Tract 17, SPRINGTREE, according to the Plat thereof, as recorded in Plat Book 79, Page 6, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel 2; thence North 11°35'32" East along the East line of said Parcel 2, a distance of 199.00 feet to the Point of Beginning of this description; thence North 78°24'28" West, a distance of 235.70 feet; thence North 05°56'52" East, a distance of 33.16 feet; thence South 84°03'08" East, a distance of 55.18 feet; thence North 01°05'43" East, a distance of 32.11 feet; thence South 77°29'25" East, a distance of 19.00 feet; thence South 12°30'35" West, a distance of 46.82 feet; thence South 78°24'28" East, a distance of 135.74 feet to a point on the East line of said Parcel 2; thence South 11°35'32" West along the East line of said Parcel 2, a distance of 2.55 feet to the Point of Beginning of this description. Said lands situate, lying and being in Broward County, Florida.

REC 8599 PAGE 534

DATED: April 25, 1978

UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO 78-0061	DRAWN BY: L.F.	CHECKED BY:	FB 830 PG. 47	FILE NO

CRAVEN · THOMPSON & ASSOCIATES INC.

ENGINEERS · PLANNERS · SURVEYORS

5901 N.W 31 AVENUE . FORT LAUDERDALE . FLORIDA 33309 · (305) 971-7770

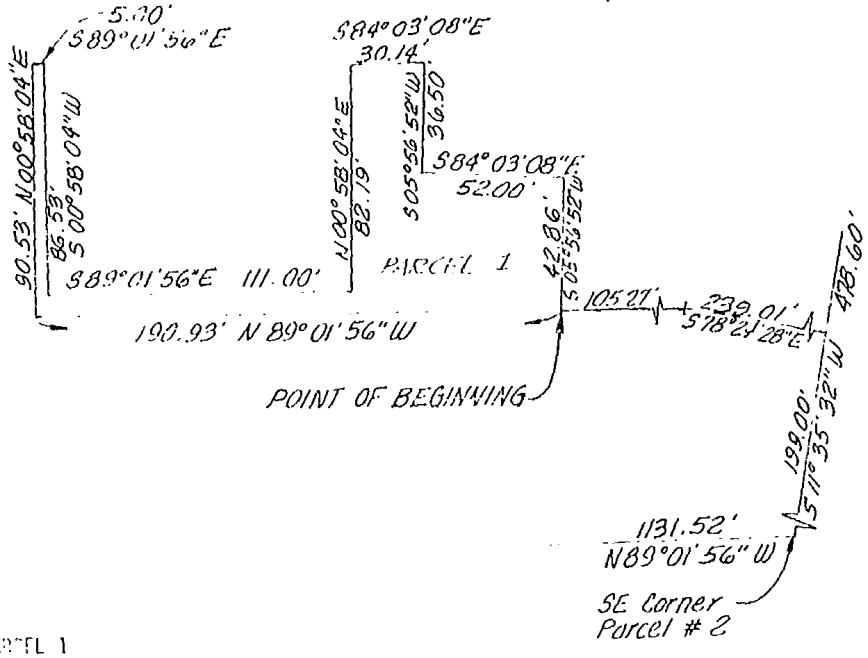
OFFICES: FORT LAUDERDALE . MIAMI . WEST PALM BEACH . PENSACOLA, JACKSONVILLE

NOTE:
THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

FOR: Sun & Sanderbeck

NORTH

SCALE: 1"=50'



DESCRIPTION: PARCEL 1

A portion of Parcel 2, of a Replat of Tract 17, "PRINCETON", according to the Plat thereof, as recorded in Plat Book 79, Page 1, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel 2; thence North 11°35'32" East along the East line of said Parcel 2, a distance of 199.00 feet; thence North 78°24'28" West, a distance of 239.01 feet; thence North 89°01'56" West, a distance of 105.27 feet to the Point of Beginning of this description; thence continue North 89°01'56" West, a distance of 190.93 feet; thence North 00°58'04" East, a distance of 90.53 feet; thence South 89°01'56" East, a distance of 5.00 feet; thence South 00°58'04" West, a distance of 86.53 feet; thence South 89°01'56" East, a distance of 111.00 feet; thence North 00°58'04" East, a distance of 82.19 feet; thence South 84°03'08" East, a distance of 30.14 feet; thence South 05°56'52" West, a distance of 36.50 feet; thence South 84°03'08" East, a distance of 52.00 feet; thence South 05°56'52" West, a distance of 42.86 feet to the Point of Beginning of this description. Said lands situate, lying and being in Broward County, Florida.

OFF REC 8599 PAGE 595

DATED: April 25, 1978

UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record

JOB NO 78-0061	DRAWN BY L.F.	CHECKED BY:	FB 830 PG 47	FILE NO

DESCRIPTION: RECREATION AREA

A portion of Parcel 2 of a Replat of Tract 17,SPRINGTREE, according to the Plat thereof, as recorded in Plat Book 73, Page 6, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel 2; thence North 11°35'32" East along the East line of said Parcel, a distance of 178.97 feet; thence North 78° 24'28" West, a distance of 233.73 feet to the Point of Beginning of this description; thence North 84°03'03" West, a distance of 105.17 feet; thence North 84°03'03" West, a distance of 54.17 feet; thence North 84°03'03" West, North 05°56'52" East, a distance of 26.53 feet; a distance of 52.00 feet; thence North 05°56'52" East, A distance of 36.14 feet; thence South 60°56'08" West, thence North 84°03'08" West, a distance of 111.33 feet; a distance of 52.19 feet; thence North 89°01'56" West, a distance of 86.53 feet; thence North 89°01'56" West, thence North 00°58'04" East, a distance of 42.17 feet; a distance of 5.00 feet; thence North 00°58'04" East, a distance of 10.50 feet; thence North 27°51'26" East, thence North 89°01'56" East, a distance of 60.36 feet; a distance of 42.21 feet; thence South 89°01'56" East, a distance of 51.67 feet; thence South 62°03'34" East, a distance of 286.17 feet; thence South 27°51'26" West, a distance of 55.00 feet; thence South 62°03'34" East, a distance of 55.17 feet; thence South 05°56'52" West, a distance of 76.52 feet; thence North 84°03'03" West, a distance of 53.73 feet to the Point of Beginning of this description. Said lands situate, lying and being in Broward County, Florida.

72-0081
5/3/72

OFF REC 8533 PAGE 536

INGRESS AND EGRESS EASEMENT

AND

NON-EXCLUSIVE MAINTENANCE EASEMENT

THIS INDENTURE made this 26th day of June, 1978, between MGIC PROPERTIES CORPORATION, party of the first part and PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) and other good and valuable consideration, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, a permanent ingress and egress easement and non-exclusive maintenance easement for the following purposes:

To cross and recross as a means of ingress and egress over the easement and road right-of-way hereinafter described and to enter upon the same; maintain or repair a road on, over and across the ground embraced within such right-of-way; and maintain, landscape and beautify the abutting swale areas, situated in the County of Broward and State of Florida, described as follows:

See Exhibit A attached.

That the said party of the first part will continue to maintain said road right-of-way and landscaping along the said swale area so long as party of the first part shall own the abutting property on either side of said road.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hand and seal on the day and year first above written.

Witnessed by:

MGIC PROPERTIES CORPORATION

By:

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss.

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared William Orenstein, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of June, 1978.

My Commission Expires: 3-14-82

NOTARY PUBLIC

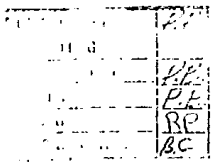
REC 8533 PAGE 537

DESCRIPTION: INGRESS/EGRESS EASEMENT

A portion of Parcel 2 of a Replat of Tract 17, SPRINGTREE, according to the Plat thereof, as recorded in Plat Book 79, Page 6, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 2; thence North 00°00'20" East along the West line of said Parcel 2, a distance of 400.05 feet to the Point of Beginning of this description; thence continue North 00°00'20" East along the last described course, a distance of 30.00 feet; thence South 89°01'56" East, a distance of 629.92 feet; thence North 27°51'26" East, a distance of 52.31 feet; thence South 89°01'56" East, a distance of 115.49 feet; thence South 30°35'25" East, a distance of 28.17 feet; thence North 89°01'56" West, a distance of 93.94 feet; thence South 42°18'30" West, a distance of 70.13 feet; thence North 89°01'56" West, a distance of 621.23 feet to the Point of Beginning of this description. Said lands situate, lying and being in Broward County, Florida.

78-0061
5/4/78



OFF REC 8533 PAGE 538

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

WARRANTY DEED
(FROM CORPORATION TO CORPORATION)

RETURN TO: STEPHEN M [illegible]
MERCEDE EXECUTIVE PARK
EXECUTIVE TOWER BLDG.-PENTHOUSE
1802 N. UNIVERSITY DR.
PLANTATION, FL 33322

RAMCO'S FORM 35

79-334558

Warranty Deed

This Indenture, Made this 26th day of June, A. D. 1978.

BETWEEN

MGIC PROPERTIES CORPORATION, a corporation existing under the laws of the State of Delaware, having its principal place of business in the County of Milwaukee and State of Wisconsin, and lawfully authorized to transact business in the State of Florida, party of the first part, and

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC. 4000 N.W. 88th Avenue, Sunrise a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Broward and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of

TEN AND 00/100---------- ($10.00) Dollars

to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land situate, lying and being in the County of Broward and State of Florida, to-wit:

Legal Descriptions as attached hereto for the following properties:

Recreation Area,
Parcel 1,
Parcel 3,
Parcel 4-A, and
Parcel 4-B.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
NOV-1979
$00.30

28051

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

OFF REC 8533 PAGE 530

28.00 DA

In Witness Whereof, *the said party of the first part has caused these presents to be signed in its name, by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.*

MGIC PROPERTIES CORPORATION

Attest: David Fried *Secretary.* By: William H. Orenstein *President.*

Signed, sealed and delivered in the presence of us:

State of Wisconsin }
County of MILWAUKEE }

I Hereby Certify, *that on this* 26th *day of* June *A. D. 19* 78, *before me personally appeared* William H. Orenstein *and* David Fried *President and Secretary respectively of* MGIC PROPERTIES CORPORATION *, a corporation under the laws of the State of* Delaware *, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.*

Witness *my hand and official seal at in the County of* Milwaukee *and State of* Wisconsin *the day and year last aforesaid.*

(Seal)

Warranty Deed

(FROM CORPORATION TO CORPORATION)

FROM

TO

Dated

ABSTRACT OF DESCRIPTION

RAMCO'S FORM 35½

REC 8533 PAGE 531

NOTE

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

ner
#2

DESCRIPTION: PARCEL 4-B

A portion of Parcel 2, of a Replat of Tract 17, SPRINGTREE, according to the Plat thereof, as recorded in Plat Book 79, Page 6, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Parcel 2; thence North 62°08'34" West along the North line of said Parcel 2, a distance of 611.34 feet to a point on the Westerly boundary of said Parcel 2; thence South 27°51'26" West along said Westerly boundary, a distance of 126.00 feet; thence South 62°08'34" East, a distance of 127.00 feet to the Point of Beginning of this description; thence continue South 62°08'34" East, a distance of 109.00 feet; thence South 27°51'26" West, a distance of 10?.00 feet; thence North 62°08'34" West, a distance of 16.00 feet; thence South 27°51'26" West, a distance of 51.67 feet; thence North 62°08'34" West, a distance of 36.61 feet; thence North 09°01'56" West, a distance of 60.98 feet; thence North 27°51'26" East, a distance of 101.25 feet to the Point of Beginning of this description. Said lands situate, lying and being in Broward County, Florida.

OFF REC 8533 PAGE 532

DATED: April 25, 1978

UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTE The undersigned and CRAVEN THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, setback lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO 75-0061	DRAWN BY C.F.	CHECKED BY	FB 830 PG 47	FILE NO

NOTE

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

Corner
el #2

DESCRIPTION: PARCEL 4-A

A portion of Parcel 2, of a Replat of Tract 17, SPRINGTREE, according to the Plat thereof, as recorded in Plat Book 79, Page 6, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Parcel 2; thence North 62°08'34" West, a distance of 611.84 feet to a point on the Westerly boundary of said Parcel 2; thence South 27°51'26" West along said Westerly boundary, a distance of 176.00 feet to the Point of Beginning of this description; thence South 62°08'34" East, a distance of 103.00 feet; thence South 27°51'26" West, a distance of 214.72 feet; thence North 89°01'56" West, a distance 115.49 feet to a point on the Westerly boundary of said Parcel 2; thence North 27°51'26" East along said Westerly boundary, a distance of 266.95 feet to the Point of Beginning of this description. Said lands situate, lying and being in Broward County, Florida.

RECORDED IN OFFICIAL RECORDS BOOK 8593 PAGE 593

DATED: April 25, 1978

UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO 78-0061	DRAWN BY L.F.	CHECKED BY	F B 830 PG 47	FILE NO

CRAVEN · THOMPSON & ASSOCIATES INC.

ENGINEERS · PLANNERS · SURVEYORS

5901 NW 31 AVENUE . FORT LAUDERDALE . FLORIDA 33309 . (305) 971-7770

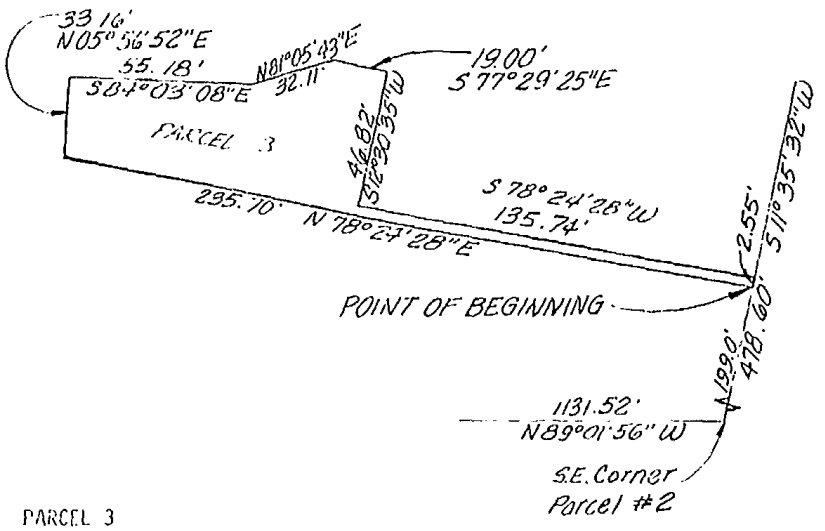
OFFICES: FORT LAUDERDALE, MIAMI, WEST PALM BEACH, PUNTA GORDA, ISLAMORADA

NOTE
This is NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

FOR: Neu & Sanderhoff

NORTH

SCALE: 1"=50'



DESCRIPTION: PARCEL 3

A portion of Parcel 2, of a Replat of Tract 17, SPRINGTREE, according to the Plat thereof, as recorded in Plat Book 79, Page 6, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel 2; thence North 11°35'32" East along the East line of said Parcel 2, a distance of 199.00 feet to the Point of Beginning of this description; thence North 78°24'28" West, a distance of 235.70 feet; thence North 05°56'52" East, a distance of 33.16 feet; thence South 84°03'08" East, a distance of 55.18 feet; thence North 01°05'43" East, a distance of 32.11 feet; thence South 77°29'25" East, a distance of 19.00 feet; thence South 12°30'35" West, a distance of 46.82 feet; thence South 78°24'28" East, a distance of 135.74 feet to a point on the East line of said Parcel 2; thence South 11°35'32" West along the East line of said Parcel 2, a distance of 2.55 feet to the Point of Beginning of this description. Said lands situate, lying and being in Broward County, Florida.

REC 8599 PAGE 534

DATED: April 25, 1978

UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO 78-0061	DRAWN BY: L.F.	CHECKED BY:	FB 830 PG. 47	FILE NO

CRAVEN · THOMPSON & ASSOCIATES INC.

ENGINEERS · PLANNERS · SURVEYORS

5901 N.W 31 AVENUE . FORT LAUDERDALE . FLORIDA 33309 · (305) 971-7770

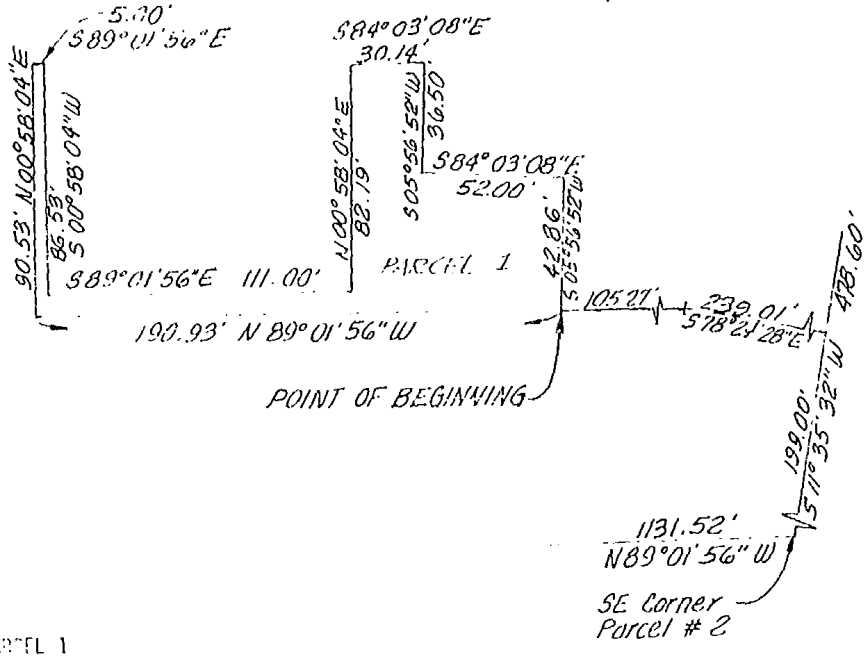
OFFICES: FORT LAUDERDALE . MIAMI . WEST PALM BEACH . PENSACOLA, JACKSONVILLE

NOTE:
THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

FOR: Sun & Sanderbeck

NORTH

SCALE: 1"=50'



DESCRIPTION: PARCEL 1

A portion of Parcel 2, of a Replat of Tract 17, "PRINCETON", according to the Plat thereof, as recorded in Plat Book 79, Page 1, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel 2; thence North 11°35'32" East along the East line of said Parcel 2, a distance of 199.00 feet; thence North 78°24'28" West, a distance of 239.01 feet; thence North 89°01'56" West, a distance of 105.27 feet to the Point of Beginning of this description; thence continue North 89°01'56" West, a distance of 190.93 feet; thence North 00°58'04" East, a distance of 90.53 feet; thence South 89°01'56" East, a distance of 5.00 feet; thence South 00°58'04" West, a distance of 86.53 feet; thence South 89°01'56" East, a distance of 111.00 feet; thence North 00°58'04" East, a distance of 82.19 feet; thence South 84°03'08" East, a distance of 30.14 feet; thence South 05°56'52" West, a distance of 36.50 feet; thence South 84°03'08" East, a distance of 52.00 feet; thence South 05°56'52" West, a distance of 42.86 feet to the Point of Beginning of this description. Said lands situate, lying and being in Broward County, Florida.

OFF REC 8599 PAGE 595

DATED: April 25, 1978

UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record

JOB NO 78-0061	DRAWN BY L.F.	CHECKED BY:	FB 830 PG 47	FILE NO

DESCRIPTION: RECREATION AREA

A portion of Parcel 2 of a Replat of Tract 17,SPRINGTREE, according to the Plat thereof, as recorded in Plat Book 73, Page 6, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel 2; thence North 11°35'32" East along the East line of said Parcel, a distance of 178.97 feet; thence North 78° 24'28" West, a distance of 233.73 feet to the Point of Beginning of this description; thence North 84°03'03" West, a distance of 105.17 feet; thence North 84°03'03" West, a distance of 54.17 feet; thence North 84°03'03" West, North 05°56'52" East, a distance of 26.53 feet; a distance of 52.00 feet; thence North 05°56'52" East, A distance of 36.14 feet; thence South 60°56'08" West, thence North 84°03'08" West, a distance of 111.33 feet; a distance of 52.19 feet; thence North 89°01'56" West, a distance of 86.53 feet; thence North 89°01'56" West, thence North 00°58'04" East, a distance of 42.17 feet; a distance of 5.00 feet; thence North 00°58'04" East, a distance of 10.50 feet; thence North 27°51'26" East, thence North 89°01'56" East, a distance of 60.36 feet; a distance of 42.21 feet; thence South 89°01'56" East, a distance of 51.67 feet; thence South 62°03'34" East, a distance of 286.17 feet; thence South 27°51'26" West, a distance of 55.00 feet; thence South 62°03'34" East, a distance of 55.17 feet; thence South 05°56'52" West, a distance of 76.52 feet; thence North 84°03'03" West, a distance of 53.73 feet to the Point of Beginning of this description. Said lands situate, lying and being in Broward County, Florida.

72-0081
5/3/72

OFF REC 8533 PAGE 536

INGRESS AND EGRESS EASEMENT

AND

NON-EXCLUSIVE MAINTENANCE EASEMENT

THIS INDENTURE made this 26th day of June, 1978, between MGIC PROPERTIES CORPORATION, party of the first part and PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) and other good and valuable consideration, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, a permanent ingress and egress easement and non-exclusive maintenance easement for the following purposes:

To cross and recross as a means of ingress and egress over the easement and road right-of-way hereinafter described and to enter upon the same; maintain or repair a road on, over and across the ground embraced within such right-of-way; and maintain, landscape and beautify the abutting swale areas, situated in the County of Broward and State of Florida, described as follows:

See Exhibit A attached.

That the said party of the first part will continue to maintain said road right-of-way and landscaping along the said swale area so long as party of the first part shall own the abutting property on either side of said road.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hand and seal on the day and year first above written.

Witnessed by:

MGIC PROPERTIES CORPORATION

By:

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss.

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared William Orenstein, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of June, 1978.

My Commission Expires: 3-14-82

NOTARY PUBLIC

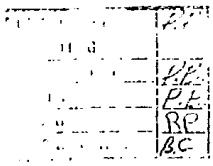
REC 8533 PAGE 537

DESCRIPTION: INGRESS/EGRESS EASEMENT

A portion of Parcel 2 of a Replat of Tract 17, SPRINGTREE, according to the Plat thereof, as recorded in Plat Book 79, Page 6, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 2; thence North 00°00'20" East along the West line of said Parcel 2, a distance of 400.05 feet to the Point of Beginning of this description; thence continue North 00°00'20" East along the last described course, a distance of 30.00 feet; thence South 89°01'56" East, a distance of 629.92 feet; thence North 27°51'26" East, a distance of 52.31 feet; thence South 89°01'56" East, a distance of 115.49 feet; thence South 30°35'25" East, a distance of 28.17 feet; thence North 89°01'56" West, a distance of 93.94 feet; thence South 42°18'30" West, a distance of 70.13 feet; thence North 89°01'56" West, a distance of 621.23 feet to the Point of Beginning of this description. Said lands situate, lying and being in Broward County, Florida.

78-0061
5/4/78



OFF REC 8533 PAGE 538

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

81- 16364

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN ($10.00) Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, the undersigned, JANIS DEVELOPMENT CORP., a Florida Corporation, as the owners of the real property described in Exhibit A attached hereto, hereby grant, bargain, sell and convey unto Ira A. Hotchkiss and Peter A. Hotchkiss, as Co-Trustees, and Peter A. Hotchkiss, Individually, their designees, successors and assigns, as the owners of the real property described in Exhibit B hereto, a perpetual NON- EXCLUSIVE EASEMENT for pedestrian and vehicular ingress and egress over, upon, through and across the real property described in Exhibit A hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set its hands and seals, this 27 day of November, 1980.

Signed, sealed and delivered
in the presence of:

JANIS DEVELOPMENT CORP.

By: _____

Henry Eckstein, Vice Pres.

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared

Henry Eckstein

well known to me to be the VICE- PRESIDENT of the corporation named as grantor in the foregoing GRANT OF EASEMENT and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority vested in them by said corporation and that the seal affixed hereto is true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this day of November 1980.

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA

RECORD AND RETURN TO:
This instrument prepared by:

Peter A. Hotchkiss
450 N. Park Road
Suite 700
Hollywood, Florida
33021

326027 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE PD. JAN 1981 00.40

REC 9362 PAGE 12

13
10

SKETCH AND LEGAL DESCRIPTION
INGRESS AND EGRESS EASEMENT

A PORTION OF PARCEL 2 OF "A REPLAT OF TRACT 17 SPRINGTREE" AS RECORDED IN PLAT BOOK 79, PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST (NW) CORNER OF SAID PARCEL 2, SAID POINT ALSO LYING ON THE EAST ~~RIGHT-OF-WAY LINE OF NORTHWEST 88th AVENUE, THENCE S 00°00'20" W, ALONG~~ THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°00'20" W, A DISTANCE OF 24.00 FEET; THENCE S 89°01'56" E, A DISTANCE OF 626.38 FEET; THENCE N 00°58'04" E, A DISTANCE OF 24.00 FEET; THENCE N 89°01'56" W, A DISTANCE OF 626.79 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 0.345 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DANIEL L. CARNAHAN
REGISTERED LAND SURVEYOR #3002
STATE OF FLORIDA

NOTES: A) REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

B) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

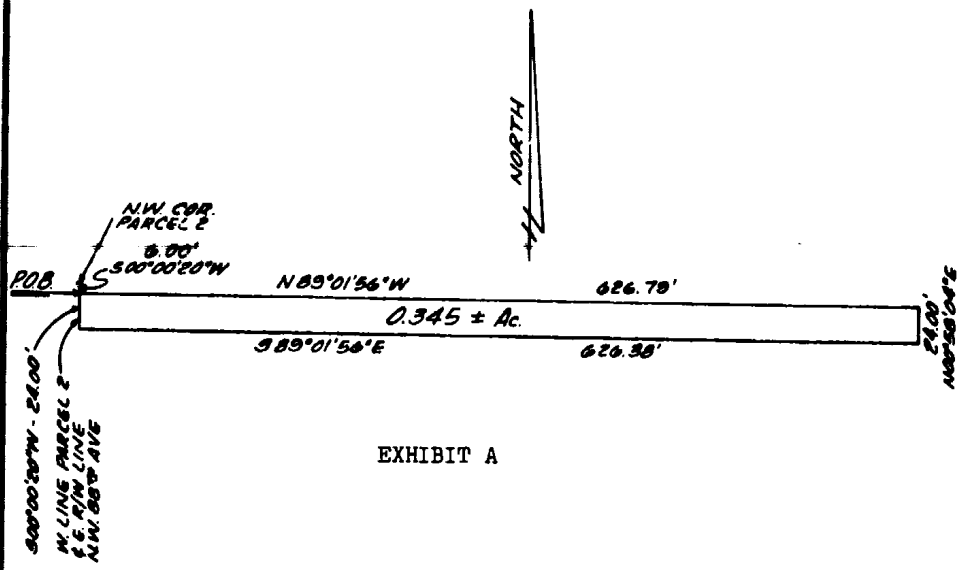


EXHIBIT A

SCALE: 1" = 100'

SHEET 1 OF 1

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.
CONSULTING ENGINEERS LAND SURVEYORS
LAND DEVELOPMENT CONSULTANTS
101 N. STATE ROAD 7 MARGATE, FL. 33063 305-972-3959

JOB NO. 8010088	DATE: 10-28-80	DRWN: GH	CHECKED: LMB	F.B./PG.

OFF 9362 PAGE 13

SKETCH AND LEGAL DESCRIPTION
PLANTING EASEMENT

A PORTION OF PARCEL 2 OF "A REPLAT OF TRACT 17 SPRINGTREE" AS RECORDED IN PLAT BOOK 79, PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST (NW) CORNER OF SAID PARCEL 2, SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 88th AVENUE; THENCE S 00°00'20" W, ALONG THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 6.00 FEET; THENCE S 89°01'56" E, A DISTANCE OF 626.79 FEET; THENCE N 27°51'26" E, A DISTANCE OF 6.73 FEET TO A POINT LYING ON THE NORTH LINE OF SAID PARCEL 2; THENCE N 89°01'56" W, ALONG SAID NORTH LINE, A DISTANCE OF 629.93 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 0.087 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DANIEL L. CARNAHAN
REGISTERED LAND SURVEYOR #3002
STATE OF FLORIDA

NOTES:

A) REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

B) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

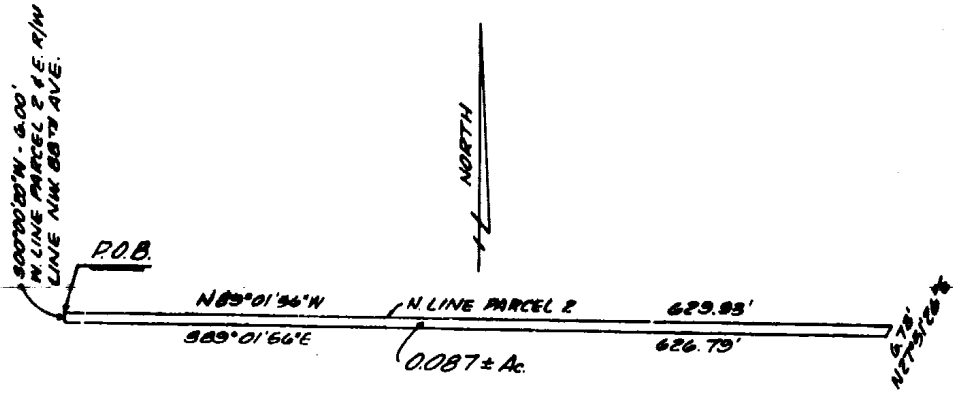


EXHIBIT A

SCALE: 1" = 100'

SHEET 1 OF 1

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.

CONSULTING ENGINEERS LAND SURVEYORS
LAND DEVELOPMENT CONSULTANTS

101 N. STATE ROAD 7 MARGATE, FL. 33063 305-972-3959

JOB NO. 8010068	DATE: 10-28-80	DRAWN: AH	CHECKED: LMB	F.B./PG.

REC 9362 PAGE 14

LEGAL DESCRIPTION

All of Parcel 1 of " A REPLAT OF TRACT 17 SPRINGTREE", according to the plat thereof as recorded in Plat Book 79, Page 6, of the public records of Broward County, Florida; less the following described real property: Beginning at the northernmost corner of said Parcel 1, thence S 00°00'20" W along the west line of said Parcel 1 a distance of 846.40 feet; thence N 89°55'28" E a distance of 70.60 feet; thence S 61°14'37" E a distance of 64.47 feet; thence N 24°58'16" E a distance of 17.00 feet; thence S 49°11'01" E a distance of 94.86 feet; thence N 87°23'02" E a distance of 67.77 feet; thence S 62°23'15" E a distance of 180.52 feet; thence N 27°51'26" E a distance of 177.94 feet; thence N 31°23'07" W a distance of 992.38 feet to the point of beginning. Said lands situate, lying and being in Broward County, Florida, and containing 17.038 acres, more or less.

EXHIBIT B

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

15 RM 20986 PAGE 155

83-181291

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN ($10.00) Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, the undersigned, M.G.I.C. Properties Corporation, a Delaware Corporation, as the owners of the real property described in Exhibit A attached hereto, hereby grant, bargain, sell and convey unto Peter A. Hotchkiss and Carmen Hotchkiss, his wife, Bruce L. Hotchkiss and Sheryl Hotchkiss, his wife, and Dana L. Hotchkiss, all individually, their designees, successors and assigns,** as the owners of the real property described in Exhibit B hereto, a perpetual NON- EXCLUSIVE EASEMENT for pedestrian and vehicular ingress and egress over, upon, through and across the real property described in Exhibit A hereto.

** c/o Peter A. Hotchkiss, 450 North Park Road, Hollywood, FL 33021,

IN WITNESS WHEREOF, the undersigned have hereunto set its hands and seals, this 18th day of April, 1983.

Signed, sealed and delivered
in the presence of:

Marsha B. McGee

Elizabeth A. Zollner

M.G.I.C. Properties Corp.

BY: David S. Kattar
David S. Kattar, Vice Pres.

Susan L. Meitz
Susan L. Meitz, Asst. Sec.

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared

David S. Kattar and
Susan L. Meitz

well known to me to be the VICE-PRESIDENT and ASSISTANT SECRETARY of the corporation named as grantor in the foregoing GRANT OF EASEMENT and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority vested in them by said corporation and that the seal affixed hereto is true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of April, 1983.

Elsie M. Schaefer
Notary Public, State of Wisconsin
My Commission Expires 3-10-85

RECORD AND RETURN TO:

This instrument prepared by:

Peter A. Hotchkiss
450 N. Park Road
Suite 700
Hollywood, Florida 33021

OFF REC 10919 PG 117

SKETCH OF LEGAL DESCRIPTION
PLANTING EASEMENT

A PORTION OF PARCEL 2 OF "A REPLAT OF TRACT 17 SPRINGTREE" AS RECORDED IN PLAT BOOK 79, PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST (NW) CORNER OF SAID PARCEL 2, SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 88th AVENUE; THENCE S 00°00'20" W, ALONG THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 6.00 FEET; THENCE S 89°01'56" E, A DISTANCE OF 626.79 FEET; THENCE N 27°51'26" E, A DISTANCE OF 6.73 FEET TO A POINT LYING ON THE NORTH LINE OF SAID PARCEL 2; THENCE N 89°01'56" W, ALONG SAID NORTH LINE, A DISTANCE OF 629.93 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 0.087 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DANIEL L. CARNAHAN
REGISTERED LAND SURVEYOR #1802
STATE OF FLORIDA

NOTES:

A) REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

B) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

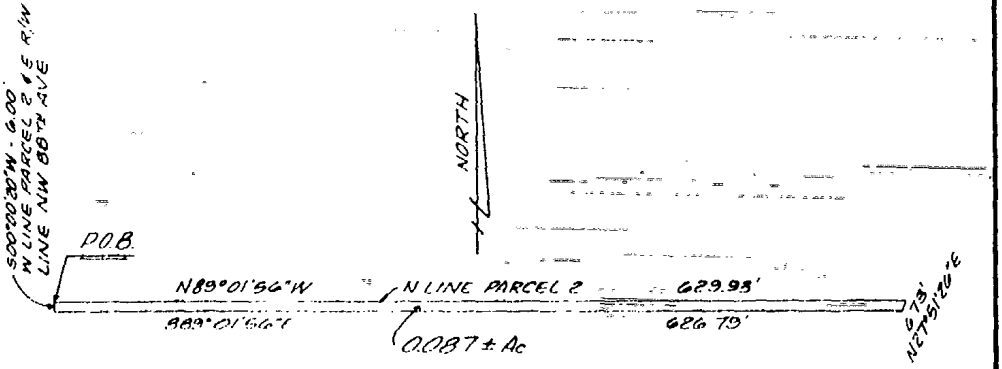


Exhibit A to Grant of Easement
from M.G.I.C. to Hotchkiss, dated
April 18, 1983.

OFF REC 10919 PG 118

SCALE: 1" = 100'

SHEET 1 OF 1

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.

CONSULTING ENGINEERS LAND SURVEYORS

LAND DEVELOPMENT CONSULTANTS

RMS:rs HOTP2-001

101 N. STATE ROAD 7 MARGATE, FL. 33063 305-972-3959

JOB NO. 8010088	DATE: 10-28-80	DRAWN: GH	CHECKED: LMB	F.B./PG.

SKETCH AND LEGAL DESCRIPTION
INGRESS AND EGRESS EASEMENT

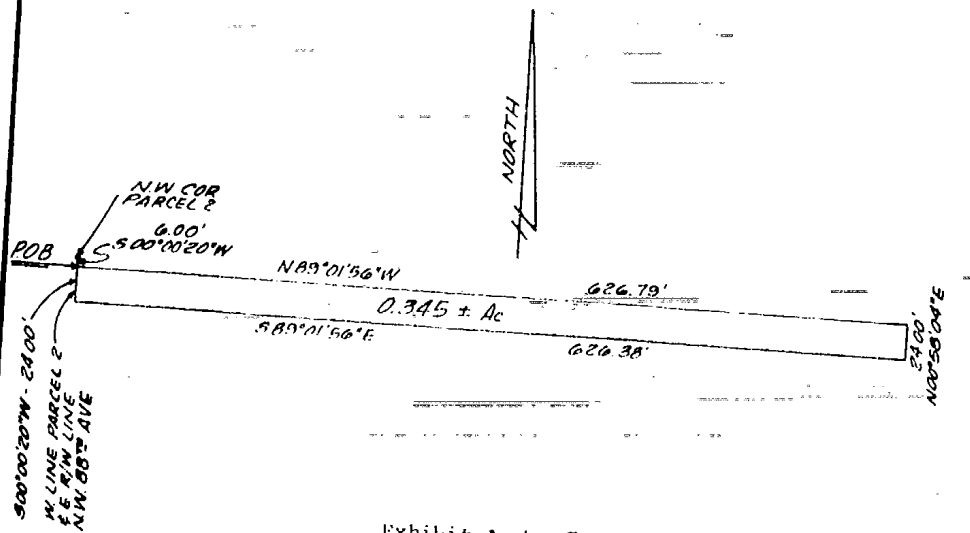
A PORTION OF PARCEL 2 OF "A REPLAT OF TRACT 17 SPRINGTREE" AS RECORDED IN PLAT BOOK 79, PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH-WEST (NW) CORNER OF SAID PARCEL 2, SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 88th AVENUE, THENCE S 00°00'20" W, ALONG THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°00'20" W, A DISTANCE OF 24.00 FEET; THENCE S 89°01'56" E, A DISTANCE OF 626.38 FEET; THENCE N 00°58'04" E, A DISTANCE OF 24.00 FEET; THENCE N 89°01'56" W, A DISTANCE OF 626.79 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 0.345 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DANIEL L. CARNAHAN
REGISTERED LAND SURVEYOR 3002
STATE OF FLORIDA

NOTES: A) REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

B) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.



SCALE: 1" = 100'

Exhibit A to Grant of Easement from M.G.I.C. to Hotchkiss, dated April 18, 1983

SHEET 1 OF 1

OFF REC 10919 PG 119

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.
CONSULTING ENGINEERS LAND SURVEYORS
LAND DEVELOPMENT CONSULTANTS
101 N. STATE ROAD 7 MARGATE, FL. 33063 305-972-3959

JOB NO. 8010088	DATE: 10-28-80	DRAWN: GH	CHECKED: LMB	F.B./PG.

RMS:rs HOTP2 - 001

LEGAL DESCRIPTION

M. Mar. Legal Services, Inc.
Typographical printing errors may be in the document when recorded.

All of Parcel 1 of " A REPLAT OF TRACT 17 [illegible] ESTREE", according to the plat thereof as recorded in Plat Book 77, Page 6, of the public record of Broward County, Florida; less the following described real property: Beginning at the northernmost corner of said Parcel 1, thence S 00°00'20" W along the west line of said Parcel 1 a distance of 846.40 feet; thence N 89°55'28" E a distance of 70.60 feet; thence S 61°14'37" E a distance of 64.47 feet; thence N 24°58'16" E a distance of 17.00 feet; thence S 49°11'01" E a distance of 94.86 feet; thence N 87°23'02" E a distance of 67.77 feet; thence S 62°23'15" E a distance of 180.52 feet; thence N 27°51'26" E a distance of 177.94 feet; thence N 31°23'07" W a distance of 992.38 feet to the point of beginning. Said lands situate, lying and being in Broward County, Florida, and containing 17.038 acres, more or less.

EXHIBIT B to Grant of Easement from M.G.I.C. to Hotchkiss, dated April 18, 1983.

OFF REC 10919 PG 120

RMS:rs
HOTP2-001

[illegible] of record book
of [illegible] County, Florida
F. T. JOHNSON
County Administrator

CITY OF SUNRISE
10770 WEST OAKLAND PARK BLVD.
SUNRISE, FLORIDA 33321
741-2580

84-187722

DEVELOPER AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of April, 1984, by and between the CITY OF SUNRISE FLORIDA, a municipal corporation, hereinafter referred to as "CITY, and TRIPLE H INVESTMENTS, INC., hereinafter referred to as "DEVELOPER.

WHEREAS, Developer owns or controls lands located in Broward County, Florida, and described in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the "Property", and Developer intends to develop the Property by erecting thereon single-family residential, multi-family apartment or condominium buildings, commercial improvements, or mobile home sites and units, or one of any combination of these; and

WHEREAS, Developer is desirous of having available to the Property City's central water and sewer systems so that there may be provided to the Property and the improvements to be constructed thereon from time to time and to the occupants thereof, adequate water and sewer service from the central water and sewer systems of City; and

WHEREAS, City is willing to provide, in accordance with the provisions of this Agreement, central water and sewer facilities and to extend such facilities to the Property and thereafter operate such facilities so that the occupants of the improvements on the property will receive an adequate water supply and sewage collection and disposal system;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and City hereby convenant and agree as follows:

1. The foregoing statements are true and correct.

2. The following definitions and references are given for the purpose if interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

a. "Property": The land and/or improvements described in Exhibit "A" and any supplements to Exhibit "A" as may be agreed upon between the parties, initialled and dated.

b. "Stage Area": Refers to a part of the Property which is being or is to be developed as a unit.

c. "Lot or Tract": Each building site as platted for record as shown on the Master plan and plat.

d. "Service": The readiness and ability on the part of the City to furnish water and sewer service to each lot. Thus, the maintenance by City of adequate pressure to the point of delivery shall constitute the rendering of water and sewer service.

e. "Point of Delivery": The point where the pipes or meters of the City are connected with the pipe of the consumer. Unless otherwise indicated, point of delivery shall be at a point on the consumer's lot line.

CITY OF SUNRISE Att: D. DeBenedictis, City Clerk
10770 W. OAKLAND PARK BLVD.
SUNRISE, FLA. 33321

APR 27 1 96 PM '84

REC 11746 PAGE 670

73 8

f. "Connection Charge": Those charges for interconnection of any consumer of City's water or sewer services as may be determined from time to time by City, and as more particularly set forth in Exhibit "B".

g. "Guaranteed Revenues": Charges for availability of service as may be determined from time to time by City, and as more particularly set forth in Exhibit "B".

h. "Consumer Installation": All facilities on the customer's side of the point of delivery.

i. "Contribution-in-aid-of-Construction": The sum of money, and/or property, represented by the value of the water distribution system constructed by the Developer, which Developer covenants and agrees to contribute to City as a contribution-in-aid-of-construction, to induce City to provide water and sewer services to the Property in accordance with Ordinances of the City passed and adopted and as may be amended from time to time.

3. Easements: By these presents Developer hereby gives and grants to City, at no cost to the City, permanent and exclusive easement rights as required by the City for the installation, maintenance and operation of the water and sewer facilities required within the property (hereinafter sometimes referred to as the "on-site systems"). Such conveyance shall take effect without further action upon the execution of the Agreement. As further evidence of said granting of easements, and prior to the rendering of service by the City, Developer shall convey said easements to City by such easement grant document, in recordable form prescribed by City, and shall cover such rights-of-way and areas as shall be designated in order to best serve the property, including rights of ingress and egress. Such easement rights shall be for such period of time as City or its successors or assigns require in the construction, ownership, and maintenance, operation or expansion of said water and sewer facilities. Developer shall have the right, upon reasonable notice and mutual consent, to re-locate said easement area in the future, provided that Developer bears the entire cost of said relocation of easement and/or lines and agrees to indemnify and hold City harmless from all claims, damages and expenses which may be incurred in regard thereto.

City on its part agrees that all easement grants will be utilized in accordance with established and generally accepted practices in the water and sewer utility industry, and that Developer in granting easements herein, or pursuant to the terms of this instrument, shall have the right to grant easements and privledges to other persons, firms or corporations to provide the property and utility services other than water and sewer services. Developer shall furnish to City plans or engineering drawings showing the location of any proposed easements for buried power cables (if applicable), telephone or television cables, and gas lines, as required for site plan consideration or approval.

Any necessary easement grants required to bring the water and sewer services of City to the Property line, for construction by Developer of off-site water and sewer mains and lines, shall be secured by City at no cost to Developer.

4. Agreement to Serve: Subject to obtaining all required approvals from applicable governmental authorities, City agrees to provide water and sewer services to the Property, as and when needed, but in accordance with the terms and provisions of this Agreement and rules, regulations and orders of any governmental authority having jurisdiction thereof.

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5. Method of Extension and Delivery of Service:

a. The responsibility for construction and installation of all "on-site" and "off-site" water and sewer facilities shall be that of Developer, at Developer's cost.

b. The term "on-site" facilities means and includes all water distribution and supply mains, lines and pipes and related facilities, and sewage collection and disposal mains, lines and facilities, and lift stations required to be constructed within the boundaries of the Property and connected to City's off-site extension. The term "on-site" facilities does not include Consumer Installations.

c. The term "off-site" facilities means all water and sewer lines, mains, facilities or systems located outside the boundary lines of the Property.

d. With respect to the construction of said on-site and off-site facilities, the following conditions and provisions shall govern (said construction shall be referred to herein collectively as the "Utility Systems").

(1) By these presents, Developer hereby transfers to City title to all water distribution and sewage collection systems installed by Developer or Developer's contractor, pursuant to the provisions of this Agreement. Such conveyance shall take effect without further action upon the acceptance by City of the said installation. As further evidence of said transfer of title and upon the completion of the installation and prior to the rendering of service by City, Developer shall convey to City, by Bill of Sale, in form provided by City, the complete water distribution an sewage collection systems as constructed by Developer and approved by City.

(2) Prior to the commencement of construction of any facilities by Developer, Developer shall cause to be prepared engineering plans and specifications, prepared and sealed by a professional engineer of sanitary engineering, showing the subject water and sewer systems. The plans and specifications shall be submitted to the City's engineer for written approval prior to commencement of construction. In addition, Developer shall cause its engineer to submit to City's engineer specifications governing the material to be used and the method and manner of installation. The approval required by City's engineer shall not be unreasonably withheld or delayed, but no construction of Utility Systems shall commence until City's engineer has approved such plans and specifications. A mylar complete "as-built" plan shall be submitted to City upon completion of construction, together with one print signed and sealed by Developer's engineer of record.

(3) During the construction of the Utility Systems by the Developer, City shall have the right at reasonable times to inspect such installation to determine compliance with plans and specifications. City shall control the quality of the installation and further shall be entitled to required Developer, his contractor or engineer to perform standard tests for pressure, exfiltration, line and grade, and all other normal engineering tests to determine that the System has been installed in accordance with the plans and specifications and good engineering practice.

(4) Prior to connection of the on-site and off-site Systems with City's central water and sewer systems, and as a condition precedent to the rendering of any water or sewer service contemplated hereunder, City's engineer shall have inspected and accepted all utility

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construction work performed by the Developer as being in accordance with the plans and specifications and good engineering practices. Such approval shall not be unreasonably withheld. In connection with the inspection and approval, Developer's contractor or engineer, upon prior adequate notice sufficient to allow City's engineer to witness same, shall hydrostatically test the water lines under prescribed engineering methods for adequate water pressure, and the lines shall be adequately flushed, chlorinated, and negative bacteriological samples shall be obtained, subject to and approved by City and the appropriate governmental authority.

(5) The Developer shall provide to City an executed sworn affidavit in form provided by City to the effect that there are no liens, actual or pending on the Utility Systems installed by the Developer by reason of work performed or services rendered in connection with the installation of the systems, and certified by Developer's engineer that the project has been completed in accordance with the plans and specifications.

(6) City agrees that the acceptance of the Utility Systems installed by the Developer, as above provided, shall constitute the assumption of responsibility by City for the continuous operation and maintenance of such Utility Systems from that date forward through the term of this Agreement.

(7) Developer agrees to assign any and all warranties and the rights to enforce same to City which Developer obtains from any contractor constructing the Utility Systems. If the Developer does not obtain such written warranty from its contractor and deliver same to City, which warranty shall be for a minimum period of one year, then in such event, Developer by the terms of this instrument, agrees to indemnify and save City harmless for any loss, damages, costs, claims, suits, debts or demands by reason of latent defects in the Systems which could not have been reasonably discovered upon normal engineering inspection, for a period of one year from the date of acceptance of said Utility Systems by the City.

(8) A mortgagee, if any holding prior liens on the property, shall either join in the execution of this Agreement or shall be required to release such liens, subordinate their position or join in the grant or dedication of easements or rights of way given or to be given by Developer hereunder, or in the alternative, Developer shall obtain from said mortgagee assurance by way of a "non-cutoff agreement", that in the event of foreclosure, the mortgagee will continue to recognize the rights of City in accordance with the terms of this Agreement.

(9) All water distribution and sewage collection lines shall be installed within the easements or rights of way established as provided herein, if not located within platted or dedicated roads or rights of way.

(10) If the property is to be developed in stages, each such stage area shall conform to a master plan for the development of the Property and such master plan shall be submitted to City concurrent with or prior to submission of engineering plans for the first stage. Developer reserves the right to modify its master plan at any time in such a manner as to not unduly interfere with or alter City's existing facilities or time-tables for construction, and upon modification, submit a copy of the modified plan to the City. With respect to each stage area, all of the terms set forth in subparagraphs (1) through (9) shall apply, in the same manner and to the same extent as if each stage area development was the entire development of the property.

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(11) Developer or any individual customer shall be required to pay applicable charges as set by City from time to time for water and sewer services, including water meters and meter installations. Meters shall be of sufficient size and capacity as shall be determined by City for all single family, residential, multi-family, mobile home, commercial or other installation requiring a metering device. A schedule of charges referred to herein is attached hereto as Exhibit "B".

6. Assurance of Title: With a period of forty-five (45) days after the execution of this Agreement, at the expense of Developer, Developer agrees to deliver to City an opinion of title from a qualified attorney-at-law, with respect to the Property, which opinion shall include a current report on the status of title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and convonvenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to enter into this Agreement.

7. City's Exclusive Right to Utility Facilities: Developer agrees that all water and sewer facilities used, useful or held for use (including fire service), shall at all times remain in the sole, complete and exclusive ownership of City, its successors and assigns, and any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water or sewer services to other persons or entities located within or beyond the limits of the Property. Developer may provide for the availability of such water services to the Property which constitute "non-domestic" uses such as wells for irrigation purposes.

8. Exclusive Right to Provide Service: Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing potable water or sewer services to the Property during the period of time City, its successors and assigns, provide water and sewer services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, City shall have the sole and exclusive right and privledge to provide water and sewer services to the Property and to the occupants of each residence, building or unit constructed thereon, except for the providing by Developer, from its own sources and lines, of water for irrigation uses.

9. RATES: City agrees that the rates and service availability charges to be charged to Developer and individual consumers of water and sewer service shall be those set forth in the tariff of City presently in effect as set forth in Exhibit "C" or as amended from time to time by City pursuant to ordinance or resolution adopted at public hearings.

Any such initial or future lower or increased rates, rate schedules, service availability charges, and rules and regulations established, amended or revised and enforced by City from time to time in the future, as provided by ordinance of resolution of City, shall be binding upon Developer, upon any person or other entity holding by, through or under Developer, and upon any user or consumer of the water and sewer service provided by the City.

10. Payments of Contributions-in-Aid-of-Construction: Connection Charges; Guaranteed Revenues: As a condition precedent to the obligation for the rendering of services by City under this Agreement, at all applicable times when the payments herein referred to are due, the Developer shall pay

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to City the contributions-in-aid-of-construction, connection charges and guaranteed revenues which are set forth in Exhibit "B", at the times and in the manner stated in said Exhibit. Said contributions-in-aid-of-construction shall be in addition to the contribution of the on-site water distribution and sewage collection systems herein-above provided.

Payment of contributions-in-aid-of-construction, connection charges and guaranteed revenues does not and will not result in the City waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making the contribution. City shall not be obligated to refund to Developer any portion of the value of the contribution for any reason whatsoever, except as may be provided in Exhibit "B", nor shall City pay any interest on any of the foregoing.

Neither Developer nor any person or other entity holding any of the Property by, through or under Developer or otherwise, shall have any present or future right, title, claim or interest in and to the contributions or to any of the water or sewage facilitis and properties of City, and all prohibicions applicable to Developer with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities having an interest in the Property.

From and after the date of execution of this Agreement, Developer shall pay to City guaranteed revenues as may be required by ordinances or resolutions passed and adopted by City, and as may be amended from time to time by City, as more particularly set forth in Exhibit "B". Developer's responsibility for guaranteed revenues will reduce proportionately as consumers interconnect with City's system provided, however, that the obligation to pay guaranteed revenues shall be borne by the consumer and payment thereof shall be secured as City shall require.

Any user or consumer of water service or sewage service shall not be entitled to offset any bill or bills rendered by City for such service or services against the contributions. Developer shall not be entitled to offset the contributions against any claim or claims of the City.

11. Application for Service:Consumer Installations: Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon, shall not have the right to and shall not connect any consumer installation to the facilities of City until formal written application has been made to City by the prospective user of service, in accordance with the then effective rules and regulations of the City and approval of such connection has been granted.

Although the responsibility for connecting the consumer installation to the lines of City at the point of delivery is that of the Developer or entity other than City, with reference to such connections, the parties agree as follows:

a. The type of pipe uses for sewage connections shall be that specified by City's engineer.

b. All consumer installation connections must be inspected by City before backfilling and covering of any pipes.

c. Notice to City requesting an inspection of a consumer installation connection may be given by the plumber or Developer, and the

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inspection will be made within twenty-four (24) working hours.

d. If City fails to inspect the consumer installation connection within forty eight (48) hours of the time the request is recorded with City in the customary manner of City's inspection request procedure, then Developer or owner may backfill or cover the pipes without further inspection and City must accept the connection.

e. If the Developer does not comply with the foregoing inspection provisions, City may refuse service to a connection that has not been inspected until Developer complies with these provisions.

f. The cost of constructing, operating, repairing or maintaining consumer installations shall be that of Developer or other than City.

g. If a kitchen, cafeteria or other food preparation or dining facility is constructed within the Property, City shall have the right to require that a grease trap be constracted, installed and connected so that all waste waters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pre-treatment before the waste water is delivered to the lines of the City.

No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of City. Should any non-domestic wastes, grease or oils, including, but not limited to floor wax or paint, be delivered to the lines, the customer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage. Prohibited wastes are further defined in Exhibit "D" attached hereto, and such other waste materials as may hereafter be defined by City.

12. Severability of Service; City's Exclusive Right to Provide Service: In the event Developer desires water service only pursuant to the terms of this Agreement, then it shall be the responsibility of the Developer to provide in form approved by City documentation from all governmental agencies, whether federal, state, or county, that the method of sewage disposal contemplated by Developer complies with all applicable regulations of said governmental agencies, and that City shall not be required to reserve any sewage treatment plant capacity for future sewage treatment nor be charged for said capacity. All costs or charges for said certification or capacity is hereby guaranteed by Developer and shall be paid by Developer to City or to the appropriate governmental agency, otherwise City reserves the right to refuse service to Developer. Any future interconnection by Developer (or Developer's assigns or grantees) shall be subject to the terms and conditions of this Agreement and such other terms as may be agreed upon in writing as an amendment to this Agreement. There shall be no refund of any charges to Developer if service is severed by Developer after the execution of this Agreement.

13. Force Majeure: In the event that performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, radical or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstrom, hurricane, earthquake, or other casualty or disaster or catastrophe, failure or breakdown of pubping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations of requirements,

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MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

act or action of any government or public or governmental authority or commission or board or agency or agent or official officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, in order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

14. Binding Effect of Agreement: This Agreement shall be binding upon and shall insure to the benefit of Developer, City, and their respective assigns and successors, by merger, consolidation or otherwise.

15. Notice: Upon further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, certified mail, or return receipt requested, or telegram, and shall be mailed or delivered as follows:

As to City:

10770 West Oakland Park Boulevard
Sunrise, Florida 33321

As to Developer:

TRIPLE H. INVESTMENTS, INC., A FLORIDA CORPORATION

450 NORTH PARK ROAD, SUITE 700

HOLLYWOOD, FLORIDA 33021

With a copy to:

V.T. CALTAGIRONE III
2724 CROSSVIEW
HOUSTON TEXAS 77063

16. Laws of Florida: This agreement shall be governed by the laws of the state of Florida and it shall become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable, and subject to all conditions precedent for the rendering of service as set forth in this Agreement (including the obtaining of necessary easements).

17. Costs and Attorneys' Fees: In the event either party to this Agreement is required to enforce this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees.

MISCELLANEOUS PROVISIONS

18. This agreement merges and supersedes any and all previous agreements between the parties, oral or written.

19. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

Exhibits mentioned herein have been signed or initialled by the duly authorized officers, agents or attorneys of the parties hereto and hereby incorporated herein by reference and made a part hereof as fully set forth herein.

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20. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

21. No Agreement shall be effective to add to, change, modify waive or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the parties hereto.

22. Whenever approvals of any nature are required by either party to this Agreement it is agreed that same shall not be unreasonably witheld or delayed.

IN WITNESS WHEREOF, City and Developer each have executed this Agreement by its duly authorized officers on the 21st day of May, 1984.

Signed, sealed and delivered in the presence of:

Eleanor A. Isola

Elizabeth L. Clark
As to "City"

Mary J. Adams

Jessica D. Laredo
As to "Developer"

CITY OF SUNRISE, FLORIDA
a municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

DEVELOPER:

By: President

Attest: _____

Mortgagee or other person or entity (if required)

_____

_____

As to "Mortgagee"

OFF REC 11740 PAGE 678

NOTARY CERTIFICATES

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this 21 day of May, 1984, before me personally appeared John Lomelo, Jr. and Dorothy J. DeBenedictis, respectively of the CITY OF SUNRISE, FLORIDA, a municipal corporation under the laws of Florida, to me known to be the persons who signed the foregoing instrument, as such officers, and each of whom acknowledged the execution thereto to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said coporation, and that the said instrument is the act and deed of said corporation, and such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. NOV 12,1987 BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this _____ day of _____, 19__, before me personally appeared _____ to me known to be the person who signed the foregoing instument for the uses and purposes therein mentioned.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

Notary Public

My Commission Expires:

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this 30 day of April, 1984, before me personally appeared Peter A. Hotchkiss, Pres. and _____, respectively of TRIPLE H INVESTMENTS, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation, such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

Mary J. Adamson
Notary Public
Notary Public State of Florida at Large.
My Commission Expires March 21, 1988

My Commission Expires:

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EXHIBIT "B"

THE CITY OF SUNRISE WATER AND SEWER
SERVICE DEVELOPER AGREEMENT FOR
SCHEDULE PER ORD. #242
DATED:

1. DEVELOPER TRIPLE H INVESTMENTS, INC. PHONE NO. (305) 981-4300

2. ADDRESS 450 NORTH PARK ROAD, SUITE 700, HOLLYWOOD, FLORIDA 33021

3. PROJECT NAME SPRINGTREE Apartments (TR 17) PROJECT FILE NO. A1-156

4. PROJECT LOCATION NW 4000, NW 88th Avenue (Pine Island Road) Portion of Springtree Tract 17

5. SINGLE FAMILY [MULTI FAMILY] MOBILE HOME COMM./INDUSTRIAL

A. NO. UNIT/ACRE 15 B. NO. ACRE 18.71 C. NO. LIVING UNITS 280
B. FLOW/UNIT 350 E. EQUIVALENT RESIDENTIAL CONNECTIONS (ERC'S) 280

COST AS OF 1/11/1984 - UNTIL 6/30/1984

6. UTILITY INSPECTION FEE

SINGLE FAMILY	C.X	=	
MULTI FAMILY	C.X $75.00/Unit	=	$ 21,000.00
COMM./INDUSTRIAL	B.X.	=	

7. PLANT CONNECTION FEE
E.X $661.93/Unit = $185,340.40
LESS CREDIT
TOTAL

8. CONTRIBUTION IN AID OF CONSTRUCTION (CIAC)

SINGLE FAMILY 4 UNITS/ACRE (MIN.)	B.X.	=	
MULTI FAMILY 10 UNITS /ACRE(MIN.)	B.X. $2,359.25/AC.	=	44,141.57
MULTI FAMILY OVER 10/UNITS/ACRE	B.X. $893.70/AC. (5 x 178.74)	=	16,721.13
MOBILE HOMES B.X.	+ C.X.	=	
COMM./INDUSTRIAL B.X.		=	

9. TOTAL OF 6,7 & 8

10. CREDIT FOR OFF SITE WORK

11. TOTAL MINUS CREDIT

12. SERVICE AVAILABILITY (GUARANTEED REVENUES)

METER SIZE Varies NO OF METERS 12 Residential (1 Recreational)

(SEE EXHIBIT "B" ADDENDUM) 280 Units X 18.45/Unit 5,166.00/MO.

13. TOTAL SERVICE AVAILABILITY 17 -16 Unit Buildings
2 - 4 Unit Buildings

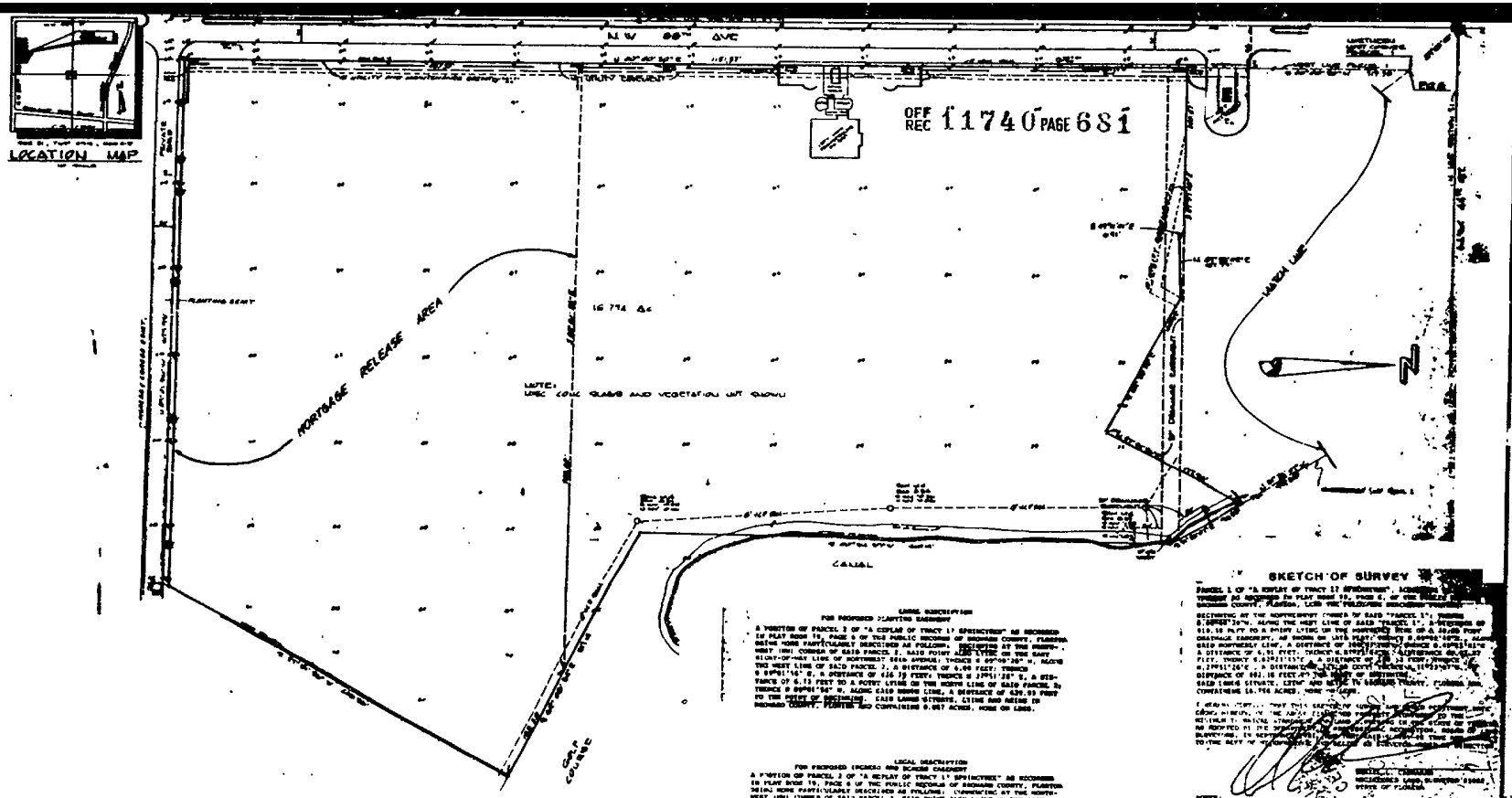
14. PAYMENT SCHEDULE Due when developer agreement is submitted
Item No. 11 = $267,203.10

NOTE: 1) ALL DEVELOPERS RECOGNIZE ALL RATES AND FEES SUBJECT TO CHANGE AS STATED IN THE BODY OF THE DEVELOPER AGREEMENT AND AS PER ORDINANCE NO. 242

2) RESOLUTION 79-95 WATER AND SEWER BUILDING PERMIT FEES DUE AT ISSUANCE OF CONSTRUCTION PERMIT.

3) WATER METER DEPOSITS AND INSTALLATION CHARGES DUE BEFORE METER INSTALLATION.

OFF REC 11740 PAGE 680



DANIEL CARNAHAN CONSULTING ENGINEERS, INC.
CONSULTING ENGINEERS LAND SURVEYORS
LAND DEVELOPMENT CONSULTANTS
101 S STATE ROAD 7 MARGATE, FLORIDA 33063 (305) 972 3000

DATE	BY	CK'D	REVISION

SKETCH OF SURVEY
"A REPLAT OF TRACT 17 SPRINGTREE" PORTION OF PARCEL 1

FILE NO.

SHEET 1 OF 1

EXHIBIT "B" ADDENDUM

ANTICIPATED METER REQUIREMENTS

BLDG. NO.	UNITS	SIZE SERVICE	SIZE METER
1	4	1"	1"
2	4	1"	1"
3,4	32	2"	2"
5,6(LAUNDRY BLDG.)	16	2"	1 1/2"
7,8	32	2"	2"
9	16	2"	1 1/2"
10,11	32	2"	2"
12(LAUNDRY BLDG.),14	16	2"	1 1/2"
13,15	32	2"	2"
16,18	32	2"	2"
17,19	32	2"	2"
20,21	32	2"	2"
REC FACILITY/ RENTAL OFFICE	0	1"	1"
TOTAL NO. UNITS:	280	TOTAL NO. METERS:	13

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SCHEDULE "A"

CITY OF SUNRISE

ORDINANCE NO. 242

WATER AND SEWER RATES AND CHARGES

II. MONTHLY WATER AND SEWER RATES - COMMERCIAL

B. COMMERCIAL - OUTSIDE CITY LIMITS

Commercial, industrial and institutional rate including hotels, motels, restaurants, retail and wholesale business establishments and industrial users located outside the City shall be billed as follows:

WATER - Service Availability Charge based on meter size.

METER SIZE	WATER SERVICE AVAILABILITY CHARGE
5/8"x 3/4"	$6.25
1"	$12.50
1 1/2"	$25.00
2"	$50.00
3"	$100.00
4"	$200.00
6"	$400.00
Over 6"	by negotiation with City Engineer & approved by City Council

Each 1000 gallons of usage.....$0.93/1000 gallons

SEWER - Service Availabiltiy Charge based on water meter size as follows:

METER SIZE	SEWER SERVICE AVAILABILITY CHARGE
5/8" x 3/4"	$15.50
1"	$19.37
1 1/2"	$38.75
2"	$77.50
3"	$155.00
4"	$310.00
6"	$620.00
Over 6"	by negotiation with City Engineer & Approved by City Council

Each 1000 gallons of usage.....$1.45/1000 gallons

WATER AND SEWER SERVICE AVAILABILITY CHARGES listed above shall apply to all commercial units whether occupied or not. Service Availability Charges shall be due and payable each month commencing on the issue of a building permit. A service availability charge shall apply to each meter if more than one meter is installed for a single unit.

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SCHEDULE "A"

CITY OF SUNRISE

ORDINANCE NO. 242

WATER AND SEWER RATES AND CHARGES

III. DEPOSITS

A. RESIDENTIAL

1. Single family owner dwelling units

a. Water Service.....$25.00
b. Sewer Service.....$25.00

2. Single family metered rental properties

a. Water Service.....$50.00
b. Sewer Service.....$50.00

B. COMMERCIAL

Deposits for commercial accounts shall be according to the following table:

WATER METER SIZE	WATER DEPOSIT	SEWER DEPOSIT
5/8" or 3/4"	$40.00	$40.00
1"	$80.00	$80.00
1 1/2"	$160.00	$160.00
2"	$320.00	$320.00
3"	$640.00	$640.00
4"	$1280.00	$1280.00
6"	$2560.00	$2560.00
Over 6"	By negotiation with City Engineer and approved by City Council	

IV. METER INSTALLATION CHARGES

The following meter installation charges are due at the time a building permit is obtained.

WATER METER SIZE	INSTALLATION CHARGE
3/4"	$150.00
1"	$200.00
1 1/2"	$350.00
2"	$500.00
Over 2"	Installed by Consumer

Meters larger than 2" shall be provided and installed by the Consumer. Meter type, design and installation shall be prescribed and approved by the City Engineer and the Utilities Director.

OFF REC 11740 PAGE 684

SCHEDULE "A"

CITY OF SUNRISE

ORDINANCE NO. 242

WATER AND SEWER RATES AND CHARGES

V. CUSTOMER SERVICE CHARGES

A. INITIAL METER TURN-ON

No charge - when opening a new account and deposit has been paid.

B. METER TURN-OFF - CLOSE OUT OF ACCOUNT

$10.00 service charge.

C. METER TURN-OFF OR TURN-ON - CUSTOMER REQUEST

Water service may be discontinued temporarily at the request of the customer. During the period when service is locked off, service availability charges will continue for water and sewer service as listed above. A fee of $10.00 will be charged for turn-on or turn-off of service. No additional deposit will be required when turn-off and turn-on service is requested by the same customer.

D. METER TURN-OFF AND TURN-ON OF WATER SERVICE FOR NON-PAYMENT

1. Water service will be discontinued due to non-payment of monthly utility service bills. A fee of $10.00 will be charged for turning-off service. During the period when service is locked-off, service availability charges will continue for water and sewer service as listed above. A fee of $10.00 will be charged for turn-on service. Service will be restored when all past due and accrued fees and charges have been paid in full.

2. Tampering with a locked off service will result in removal of the water meter and plugging of the water service line. A fee of $50.00 will be charged for meter removal. Service availability charges noted above will continue to accrue for both water and sewer service.

3. A meter installation fee of $50.00 will be charged for reinstallation of the water meter and restoration of service. Service will be restored when all accrued charges and fees have been paid in full.

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SCHEDULE "A"

CITY OF SUNRISE

ORDINANCE NO. 242

WATER AND SEWER RATES AND CHARGES

E. METER RE-READ

1. No charge for a meter re-read when the discrepancy is more than 10,000 gallons.

2. A meter re-read for a discrepancy of less than 10,000 gallons (based on historical monthly consumption) is unwarranted since the excess consumption billed will even out on the next meter reading. A service charge of $10.00 will be rendered if the customer insists on a re-read and the confirmed meter reading error is computed to be less than 10,000 gallons.

F. METER TESTING CHARGE

METER SIZE	CHARGE
5/8"	$20.00
1" & 1 1/2"	$30.00
2"	$50.00
Over 2"	By Utilities Director

For larger meter installations, the charge thereof shall be prescribed by the Utilities Director of the City of Sunrise.

G. FIRE LINE CHARGES

SIZE	CHARGE
4"	$300.00/year
6"	$600.00/year
8"	$1,200.00/year
10"	$2,400.00/year
Over 10"	By negotiation with City Engineer and approved by City Council

OFF REC 11740 PAGE 686

ORDINANCE NO. 242
SCHEDULE "A"
ADOPTED PER RESOLUTION 83-___ DATED SEPTEMBER __, 1983
SUPERSEDES SCHEDULE "A" ORDINANCE NO. 242 ORIGINALLY ADOPTED APRIL 20, 1982
EFFECTIVE DATE: OCTOBER 1, 1983

DATE: 9/16/83
PROJECT NO. 83-0036
REVISED: 9/16/83
DISK 10/A

EXHIBIT "C"

OFF REC 11740 PAGE 687

	SINGLE FAMILY				MULTI FAMILY					
DATE	CONSTRUCTION COSTS	FACTOR	S.F. UP TO 4 UNITS/ACRE	S.F. IN EXCESS OF 4 UNITS	M.F. UP TO 10 UNITS/ACRE	M.F. IN EXCESS OF 10 UNITS	COMMERCIAL/ ACRE	MOBILE HOMES/ ACRE	MOBILE HOMES/ 1 ERC UNIT	1 ERC
1-79	2874.1	1.00000	1000.00	250.00	1650.00	250.00	2500.00	500.00	165.00	
7-79	3054.5	1.06276	1062.76	265.69	1753.55	265.69	2656.90	531.38	175.36	
12-79	3129.1	1.08872	1088.72	272.18	1796.38	272.18	2721.80	544.36	179.64	350.0
2-80	3260.1	1.13428	1134.26	283.57	1871.56	283.57	2835.70	567.14	187.16	525.0
7-80	3260.1	1.13428	1134.26	283.57	1871.56	283.57	2835.70	567.14	187.16	525.0
1-81	3372.1	1.17327	1173.27	293.32	1935.80	293.32	2933.20	586.64	193.59	543.0
7-81	3560.7	1.23889	1238.89	309.72	2044.17	309.72	3097.23	619.45	204.42	573.4
12-81	3725.6	1.2960	1296.00	324.00	2138.40	324.00	3240.00	648.00	213.84	600.0
7-82	3821.8	1.3284	1328.40	332.10	2191.86	166.05	3321.00	664.20	219.19	615.0
12-82	3931.12	1.3653	1365.33	341.33	2252.79	170.67	3413.32	682.66	225.28	632.1
7-83	4077.92	1.41885	1418.85	354.71	2341.10	177.36	3547.13	709.43	234.11	656.8
1-84	4109.53	1.42985	1429.85	357.46	2359.25	178.74	3574.63	714.93	235.92	661.9

METER SIZE	FLO GPM	ERC	SECURITY DEPOSIT	METER INSTALLATION COST	MONTHLY MINIMUM BILL RESIDENTIAL	COMMERCIAL
5/8 X 3/4"	20	1	$ 80.00	$ 150.00	$ 4.50	$ 5.00
1"	50	3	COMMERCIAL $ 160.00	$ 200.00	-----	$ 10.00
1 ½"	100	5	$ 320.00	$ 350.00	-----	$ 20.00
2"	200	10	$ 640.00	$ 500.00	-----	$ 40.00
3"(Turbine)	450	23	$ 1,280.00	CALL UTILITY DEPT.	-----	$ 80.00

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

A1-251

CITY OF SUNRISE
10770 WEST OAKLAND PARK BLVD.
SUNRISE, FLORIDA 33321
741-2580

86247449

DEVELOPER AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of June, 19 86, by and between the CITY OF SUNRISE FLORIDA, a municipal corporation, hereinafter referred to as "CITY, and PICERNE DEVELOPMENT CORPORATION OF FLORIDA, hereinafter referred to as "DEVELOPER.

WHEREAS, Developer owns or controls lands located in Broward County, Florida, and described in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the "Property", and Developer intends to develop the Property by erecting thereon single-family residential, multi-family apartment or condominium buildings, commercial improvements, or mobile home sites and units, or one of any combination of these; and

WHEREAS, Developer is desirous of having available to the Property City's central water and sewer systems so that there may be provided to the Property and the improvements to be constructed thereon from time to time and to the occupants thereof, adequate water and sewer service from the central water and sewer systems of City; and

WHEREAS, City is willing to provide, in accordance with the provisions of this Agreement, central water and sewer facilities and to extend such facilities to the Property and thereafter operate such facilities so that the occupants of the improvements on the property will receive an adequate water supply and sewage collection and disposal system;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and City hereby convenant and agree as follows:

1. The foregoing statements are true and correct.

2. The following definitions and references are given for the purpose if interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

a. "Property": The land and/or improvements described in Exhibit "A" and any supplements to Exhibit "A" as may be agreed upon between the parties, initialled and dated.

b. "Stage Area": Refers to a part of the Property which is being or is to be developed as a unit.

c. "Lot or Tract": Each building site as platted for record as shown on the Master plan and plat.

d. "Service": The readiness and ability on the part of the City to furnish water and sewer service to each lot. Thus, the maintenance by City of adequate pressure to the point of delivery shall constitute the rendering of water and sewer service.

e. "Point of Delivery": The point where the pipes or meters of the City are connected with the pipe of the consumer. Unless otherwise indicated, point of delivery shall be at a point on the consumer's lot line.

Jun 9 12 20 PM '86
OFF REC 13543 PG 159
City of Sunrise, 10770 W. Oakland Park Blvd., Sunrise, Fl. 33321
Att: D.J. Dunn, City Clerk

89.5V

f. "Connection Charge": Those charges for interconnection of any consumer of City's water or sewer services as may be determined from time to time by City, and as more particularly set forth in Exhibit "B".

g. "Guaranteed Revenues": Charges for availability of service as may be determined from time to time by City, and as more particularly set forth in Exhibit "B".

h. "Consumer Installation": All facilities on the customer's side of the point of delivery.

i. "Contribution-in-aid-of-Construction": The sum of money, and/or property, represented by the value of the water distribution system constructed by the Developer, which Developer covenants and agrees to contribute to City as a contribution-in-aid-of-construction, to induce City to provide water and sewer services to the Property in accordance with Ordinances of the City passed and adopted and as may be amended from time to time.

3. Easements: By these presents Developer hereby gives and grants to City, at no cost to the City, permanent and exclusive easement rights as required by the City for the installation, maintenance and operation of the water and sewer facilities required within the property (hereinafter sometimes referred to as the "on-site systems"). Such conveyance shall take effect without further action upon the execution of the Agreement. As further evidence of said granting of easements, and prior to the rendering of service by the City, Developer shall convey said easements to City by such easement grant document, in recordable form prescribed by City, and shall cover such rights-of-way and areas as shall be designated in order to best serve the property, including rights of ingress and egress. Such easement rights shall be for such period of time as City or its successors or assigns require in the construction, ownership, and maintenance, operation or expansion of said water and sewer facilities. Developer shall have the right, upon reasonable notice and mutual consent, to re-locate said easement area in the future, provided that Developer bears the entire cost of said relocation of easement and/or lines and agrees to indemnify and hold City harmless from all claims, damages and expenses which may be incurred in regard thereto.

City on its part agrees that all easement grants will be utilized in accordance with established and generally accepted practices in the water and sewer utility industry, and that Developer in granting easements herein, or pursuant to the terms of this instrument, shall have the right to grant easements and privledges to other persons, firms or corporations to provide the property and utility services other than water and sewer services. Developer shall furnish to City plans or engineering drawings showing the location of any proposed easements for buried power cables (if applicable), telephone or television cables, and gas lines, as required for site plan consideration or approval.

Any necessary easement grants required to bring the water and sewer services of City to the Property line, for construction by Developer of off-site water and sewer mains and lines, shall be secured by City at no cost to Developer.

4. Agreement to Serve: Subject to obtaining all required approvals from applicable governmental authorities, City agrees to provide water and sewer services to the Property, as and when needed, but in accordance with the terms and provisions of this Agreement and rules, regulations and orders of any governmental authority having jurisdiction thereof.

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5. Method of Extension and Delivery of Service:

a. The responsibility for construction and installation of all "on-site" and "off-site" water and sewer facilities shall be that of Developer, at Developer's cost.

b. The term "on-site" facilities means and includes all water distribution and supply mains, lines and pipes and related facilities, and sewage collection and disposal mains, lines and facilities, and lift stations required to be constructed within the boundaries of the Property and connected to City's off-site extension. The term "on-site" facilities does not include Consumer Installations.

c. The term "off-site" facilities means all water and sewer lines, mains, facilities or systems located outside the boundary lines of the Property.

d. With respect to the construction of said on-site and off-site facilities, the following conditions and provisions shall govern (said construction shall be referred to herein collectively as the "Utility Systems").

(1) By these presents, Developer hereby transfers to City title to all water distribution and sewage collection systems installed by Developer or Developer's contractor, pursuant to the provisions of this Agreement. Such conveyance shall take effect without further action upon the acceptance by City of the said installation. As further evidence of said transfer of title and upon the completion of the installation and prior to the rendering of service by City, Developer shall convey to City, by Bill of Sale, in form provided by City, the complete water distribution an sewage collection systems as constructed by Developer and approved by City.

(2) Prior to the commencement of construction of any facilities by Developer, Developer shall cause to be prepared engineering plans and specifications, prepared and sealed by a professional engineer of sanitary engineering, showing the subject water and sewer systems. The plans and specifications shall be submitted to the City's engineer for written approval prior to commencement of construction. In addition, Developer shall cause its engineer to submit to City's engineer specifications governing the material to be used and the method and manner of installation. The approval required by City's engineer shall not be unreasonably withheld or delayed, but no construction of Utility Systems shall commence until City's engineer has approved such plans and specifications. A mylar complete "as-built" plan shall be submitted to City upon completion of construction, together with one print signed and sealed by Developer's engineer of record.

(3) During the construction of the Utility Systems by the Developer, City shall have the right at reasonable times to inspect such installation to determine compliance with plans and specifications. City shall control the quality of the installation and further shall be entitled to required Developer, his contractor or engineer to perform standard tests for pressure, exfiltration, line and grade, and all other normal engineering tests to determine that the System has been installed in accordance with the plans and specifications and good engineering practice.

(4) Prior to connection of the on-site and off-site Systems with City's central water and sewer systems, and as a condition precedent to the rendering of any water or sewer service contemplated hereunder, City's engineer shall have inspected and accepted all utility

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construction work performed by the Developer as being in accordance with the plans and specifications and good engineering practices. Such approval shall not be unreasonably withheld. In connection with the inspection and approval, Developer's contractor or engineer, upon prior adequate notice sufficient to allow City's engineer to witness same, shall hydrostatically test the water lines under prescribed engineering methods for adequate water pressure, and the lines shall be adequately flushed, chlorinated, and negative bacteriological samples shall be obtained, subject to and approved by City and the appropriate governmental authority.

(5) The Developer shall provide to City an executed sworn affidavit in form provided by City to the effect that there are no liens, actual or pending on the Utility Systems installed by the Developer by reason of work performed or services rendered in connection with the installation of the systems, and certified by Developer's engineer that the project has been completed in accordance with the plans and specifications.

(6) City agrees that the acceptance of the Utility Systems installed by the Developer, as above provided, shall constitute the assumption of responsibility by City for the continuous operation and maintenance of such Utility Systems from that date forward through the term of this Agreement.

(7) Developer agrees to assign any and all warranties and the rights to enforce same to City which Developer obtains from any contractor constructing the Utility Systems. If the Developer does not obtain such written warranty from its contractor and deliver same to City, which warranty shall be for a minimum period of one year, then in such event, Developer by the terms of this instrument, agrees to indemnify and save City harmless for any loss, damages, costs, claims, suits, debts or demands by reason of latent defects in the Systems which could not have been reasonably discovered upon normal engineering inspection, for a period of one year from the date of acceptance of said Utility Systems by the City.

(8) A mortgagee, if any holding prior liens on the property, shall either join in the execution of this Agreement or shall be required to release such liens, subordinate their position or join in the grant or dedication of easements or rights of way given or to be given by Developer hereunder, or in the alternative, Developer shall obtain from said mortgagee assurance by way of a "non-cutoff agreement", that in the event of foreclosure, the mortgagee will continue to recognize the rights of City in accordance with the terms of this Agreement.

(9) All water distribution and sewage collection lines shall be installed within the easements or rights of way established as provided herein, if not located within platted or dedicated roads or rights of way.

(10) If the property is to be developed in stages, each such stage area shall conform to a master plan for the development of the Property and such master plan shall be submitted to City concurrent with or prior to submission of engineering plans for the first stage. Developer reserves the right to modify its master plan at any time in such a manner as to not unduly interfere with or alter City's existing facilities or time-tables for construction, and upon modification, submit a copy of the modified plan to the City. With respect to each stage area, all of the terms set forth in subparagraphs (1) through (9) shall apply, in the same manner and to the same extent as if each stage area development was the entire development of the property.

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(11) Developer or any individual customer shall be required to pay applicable charges as set by City from time to time for water and sewer services, including water meters and meter installations. Meters shall be of sufficient size and capacity as shall be determined by City for all single family, residential, multi-family, mobile home, commercial or other installation requiring a metering device. A schedule of charges referred to herein is attached hereto as Exhibit "B".

6. Assurance of Title: With a period of forty-five (45) days after the execution of this Agreement, at the expense of Developer, Developer agrees to deliver to City an opinion of title from a qualified attorney-at-law, with respect to the Property, which opinion shall include a current report on the status of title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and convonvenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to enter into this Agreement.

7. City's Exclusive Right to Utility Facilities: Developer agrees that all water and sewer facilities used, useful or held for use (including fire service), shall at all times remain in the sole, complete and exclusive ownership of City, its successors and assigns, and any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water or sewer services to other persons or entities located within or beyond the limits of the Property. Developer may provide for the availability of such water services to the Property which constitute "non-domestic" uses such as wells for irrigation purposes.

8. Exclusive Right to Provide Service: Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing potable water or sewer services to the Property during the period of time City, its successors and assigns, provide water and sewer services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, City shall have the sole and exclusive right and privledge to provide water and sewer services to the Property and to the occupants of each residence, building or unit constructed thereon, except for the providing by Developer, from its own sources and lines, of water for irrigation uses.

9. RATES: City agrees that the rates and service availability charges to be charged to Developer and individual consumers of water and sewer service shall be those set forth in the tariff of City presently in effect as set forth in Exhibit "C" or as amended from time to time by City pursuant to ordinance or resolution adopted at public hearings.

Any such initial or future lower or increased rates, rate schedules, service availability charges, and rules and regulations established, amended or revised and enforced by City from time to time in the future, as provided by ordinance of resolution of City, shall be binding upon Developer, upon any person or other entity holding by, through or under Developer, and upon any user or consumer of the water and sewer service provided by the City.

10. Payments of Contributions-in-Aid-of-Construction: Connection Charges; Guaranteed Revenues: As a condition precedent to the obligation for the rendering of services by City under this Agreement, at all applicable times when the payments herein referred to are due, the Developer shall pay

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to City the contributions-in-aid-of-construction, connection charges and guaranteed revenues which are set forth in Exhibit "B", at the times and in the manner stated in said Exhibit. Said contributions-in-aid-of-construction shall be in addition to the contribution of the on-site water distribution and sewage collection systems hereinabove provided.

Payment of contributions-in-aid-of-construction, connection charges and guaranteed revenues does not and will not result in the City waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making the contribution. City shall not be obligated to refund to Developer any portion of the value of the contribution for any reason whatsoever, except as may be provided in Exhibit "B", nor shall City pay any interest on any of the foregoing.

Neither Developer nor any person or other entity holding any of the Property by, through or under Developer or otherwise, shall have any present or future right, title, claim or interest in and to the contributions or to any of the water or sewage facilitis and properties of City, and all prohibitions applicable to Developer with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities having an interest in the Property.

From and after the date of execution of this Agreement, Developer shall pay to City guaranteed revenues as may be required by ordinances or resolutions passed and adopted by City, and as may be amended from time to time by City, as more particularly set forth in Exhibit "B". Developer's responsibility for guaranteed revenues will reduce proportionately as consumers interconnect with City's system provided, however, that the obligation to pay guaranteed revenues shall be borne by the consumer and payment thereof shall be secured as City shall require.

Any user or consumer of water service or sewage service shall not be entitled to offset any bill or bills rendered by City for such service or services against the contributions. Developer shall not be entitled to offset the contributions against any claim or claims of the City.

11. Application for Service:Consumer Installations: Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon, shall not have the right to and shall not connect any consumer installation to the facilities of City until formal written application has been made to City by the prospective user of service, in accordance with the then effective rules and regulations of the City and approval of such connection has been granted.

Although the responsibility for connecting the consumer installation to the lines of City at the point of delivery is that of the Developer or entity other than City, with reference to such connections, the parties agree as follows:

a. The type of pipe uses for sewage connections shall be that specified by City's engineer.

b. All consumer installation connections must be inspected by City before backfilling and covering of any pipes.

c. Notice to City requesting an inspection of a consumer installation connection may be given by the plumber or Developer, and the

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inspection will be made within twenty-four (24) working hours.

d. If City fails to inspect the consumer installation connection within forty-eight (48) hours of the time the request is recorded with City in the customary manner of City's inspection request procedure, then Developer or owner may backfill or cover the pipes without further inspection and City must accept the connection.

e. If the Developer does not comply with the foregoing inspection provisions, City may refuse service to a connection that has not been inspected until Developer complies with these provisions.

f. The cost of constructing, operating, repairing or maintaining consumer installations shall be that of Developer or other than City.

g. If a kitchen, cafeteria or other food preparation or dining facility is constructed within the Property, City shall have the right to require that a grease trap be constructed, installed and connected so that all waste waters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pre-treatment before the waste water is delivered to the lines of the City.

No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of City. Should any non-domestic wastes, grease or oils, including, but not limited to floor wax or paint, be delivered to the lines, the customer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage. Prohibited wastes are further defined in Exhibit "D" attached hereto, and such other waste materials as may hereafter be defined by City.

12. Severability of Service; City's Exclusive Right to Provide Service: In the event Developer desires water service only pursuant to the terms of this Agreement, then it shall be the responsibility of the Developer to provide in form approved by City documentation from all governmental agencies, whether federal, state, or county, that the method of sewage disposal contemplated by Developer complies with all applicable regulations of said governmental agencies, and that City shall not be required to reserve any sewage treatment plant capacity for future sewage treatment nor be charged for said capacity. All costs or charges for said certification or capacity is hereby guaranteed by Developer and shall be paid by Developer to City or to the appropriate governmental agency, otherwise City reserves the right to refuse service to Developer. Any future interconnection by Developer (or Developer's assigns or grantees) shall be subject to the terms and conditions of this Agreement and such other terms as may be agreed upon in writing as an amendment to this Agreement. There shall be no refund of any charges to Developer if service is severed by Developer after the execution of this Agreement.

13. Force Majeure: In the event that performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, radical or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstrom, hurricane, earthquake, or other casualty or disaster or catastrophe, failure or breakdown of pubping transmission or other facilities. governmental rules or acts or orders or restrictions or regulations of requirements,

OFF REC 13543 PG 165

act or action of any government or public or governmental authority or commission or board or agency or agent or official officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, in order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

14. Binding Effect of Agreement: This Agreement shall be binding upon and shall insure to the benefit of Developer, City, and their respective assigns and successors, by merger, consolidation or otherwise.

15. Notice: Upon further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, certified mail, or return receipt requested, or telegram, and shall be mailed or delivered as follows:

As to City:

10770 West Oakland Park Boulevard
Sunrise, Florida 33321

As to Developer:

~~TOM CAVANAUGH~~ Robert M Picerne

PICERNE DEVELOPMENT CORPORATION (General Partner)

1000 N. ORLANDO AVENUE, SUITE A, WINTER PARK, FL 32789

With a copy to:

Richard Fildes
P.O. Box 2809
ORLANDO, FL. 32802

16. Laws of Florida: This agreement shall be governed by the laws of the state of Florida and it shall become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable, and subject to all conditions precedent for the rendering of service as set forth in this Agreement (including the obtaining of necessary easements).

17. Costs and Attorneys' Fees: In the event either party to this Agreement is required to enforce this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees.

MISCELLANEOUS PROVISIONS

18. This agreement merges and supersedes any and all previous agreements between the parties, oral or written.

19. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

Exhibits mentioned herein have been signed or initialled by the duly authorized officers, agents or attorneys of the parties hereto and hereby incorporated herein by referenced and made a part hereof as fully set forth herein.

OFF REC 13543 PG 166

20. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

21. No Agreement shall be effective to add to, change, modify waive or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the parties hereto.

22. Whenever approvals of any nature are required by either party to this Agreement it is agreed that same shall not be unreasonably witheld or delayed.

IN WITNESS WHEREOF, City and Developer each have executed this Agreement by its duly authorized officers on the 26th day of June, 1986.

Signed, sealed and delivered in the presence of:

As to "City"

As to "Developer"

As to "Mortgagee"

CITY OF SUNRISE, FLORIDA
a municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

DEVELOPER:

By _____
President

Attest: _____

Mortgagee or other person or entity (if required)

N/A

OFF REC 13543 PG 167

NOTARY CERTIFICATES

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this 9th day of June, 1986, before me personally appeared Mayor Thurston Hoffman and City Clerk Norah Nelson, respectively of the CITY OF SUNRISE, FLORIDA, a municipal corporation under the laws of Florida, to me known to be the persons who signed the foregoing instrument, as such officers, and each of whom acknowledged the execution thereto to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said coporation, and that the said instrument is the act and deed of said corporation, and such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

Sarah B. Sabuda
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV 8 1986
BONDED THRU GENERAL INSURANCE UND.

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this _____ day of _____, 19__, before me personally appeared _____ to me known to be the person who signed the foregoing instument for the uses and purposes therein mentioned.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

_____
Notary Public

My Commission Expires:

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that on this 10th day of June, 1986, before me personally appeared Robert M Picerne and _____, respectively of Picerne Development Corporation of FL, a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation, such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

Kari L Baird
Notary Public

Notary Public, State of Florida
My Commission Expires Oct. 29, 1988
Bonded Thru Troy Fain Insurance, Inc.

My Commission Expires:

KARI L. BAIRD NOTARY PUBLIC STATE OF FLORIDA

OFF REC 13543 PG 168

EXHIBIT "B"
CITY OF SUNRISE WATER AND SEWER
SERVICE DEVELOPER AGREEMENT FOR
SCHEDULE PER ORDINANCE NO. 242
DATED: APRIL 20, 1982

1. DEVELOPER Picerne Development Corporation PHONE NO. (305) 629-660

2. ADDRESS 1000 N. Orlando Avenue, Suite A, Winter Park, FL 32789

3. PROJECT NAME Sunset Key PROJECT FILE NO.

4. PROJECT LOCATION Portion of Parcel 2, Replat Tract 17, Springtree, Plat Book 79, Page 6

5. SINGLE FAMILY (MULTI FAMILY MOBILE HOME COMM./INDUSTRIAL

A. NO. UNIT/ACRE 18.826 (net) B. NO. ACRE 8.924 C. NO. OF LIVING UNITS 168
D. FLOW/UNIT E. EQUIVALENT RESIDENTIAL CONNECTIONS (ERC'S)

COST AS OF 01 / 01/19 86 - UNTIL 07 / 01/19 86

6. UTILITY INSPECTION FEE

SINGLE FAMILY	C.X.	
MULTI FAMILY	C.X. 75	$ 12,600.00
COMM./INDUSTRIAL	B.X.	

7. PLANT CONNECTION FEE

B.X (1158.03 - 243.06)		
LESS CREDIT	243.06 MGIC Phase IV Credit	
TOTAL		$153,714.96

8. CONTRIBUTION IN AID OF CONSTRUCTION (C.I.A.C.)

SINGLE FAMILY 4 UNITS/ACRE (MIN.)	B.X.	
MULTI FAMILY 10 UNITS/ACRE (MIN.)	B.X. 2415.68	$ 21,557.53
MULTI FAMILY OVER 10/UNITS /ACRE	B.X. 8.826 x 182.68	$ 14,338.47
MOBILE HOMES B.X. +	C.X.	
COMM./INDUSTRIAL B.X.		

9. TOTAL OF 6,7 & 8 $202,210.96

10. CREDIT FOR OFF SITE WORK none

11. TOTAL MINUS CREDIT $202,210.96

12. SERVICE AVAILABILITY (GUARANTEED REVENUES)

METER SIZE	NO. OF METERS 100	X $16.90 =	1,690.00
Master Meter Complex - 168 units 100 units -1 bath, 68 units -2 bath	68	X $18.45 =	1,254.60

13. TOTAL SERVICE AVAILABILITY $ 2,944.60/mont

14. PAYMENT SCHEDULE- PAYMENT SHALL CONSIST OF (3) THREE SEPARATE CHECKS- 1) Utility Inspect

Upon submittal of agreement - 12,600 inspected
On building permit 914.97/DU Connection 1) P1. Conn. Fee
213.67/DU C.I.A.C. 1) C.I.A.C. Fee

NOTE: 1) ALL DEVELOPERS RECOGNIZE ALL RATES AND FEES SUBJECT TO CHANGE AS STATED IN THE BODY OF THE DEVELOPER AGREEMENT AND AS PER ORDINANCE NO. 242

2) RESOLUTION NO. 79-95 WATER AND SEWER BUILDING PERMIT FEES DUE AT ISSUANCE OF CONSTRUCTION PERMIT

3) WATER METER DEPOSITS AND INSTALLATION CHARGES DUE PRIOR TO METER INSTALLATION

4.) Service availability to commence ninety(90) days after execution of agreement.

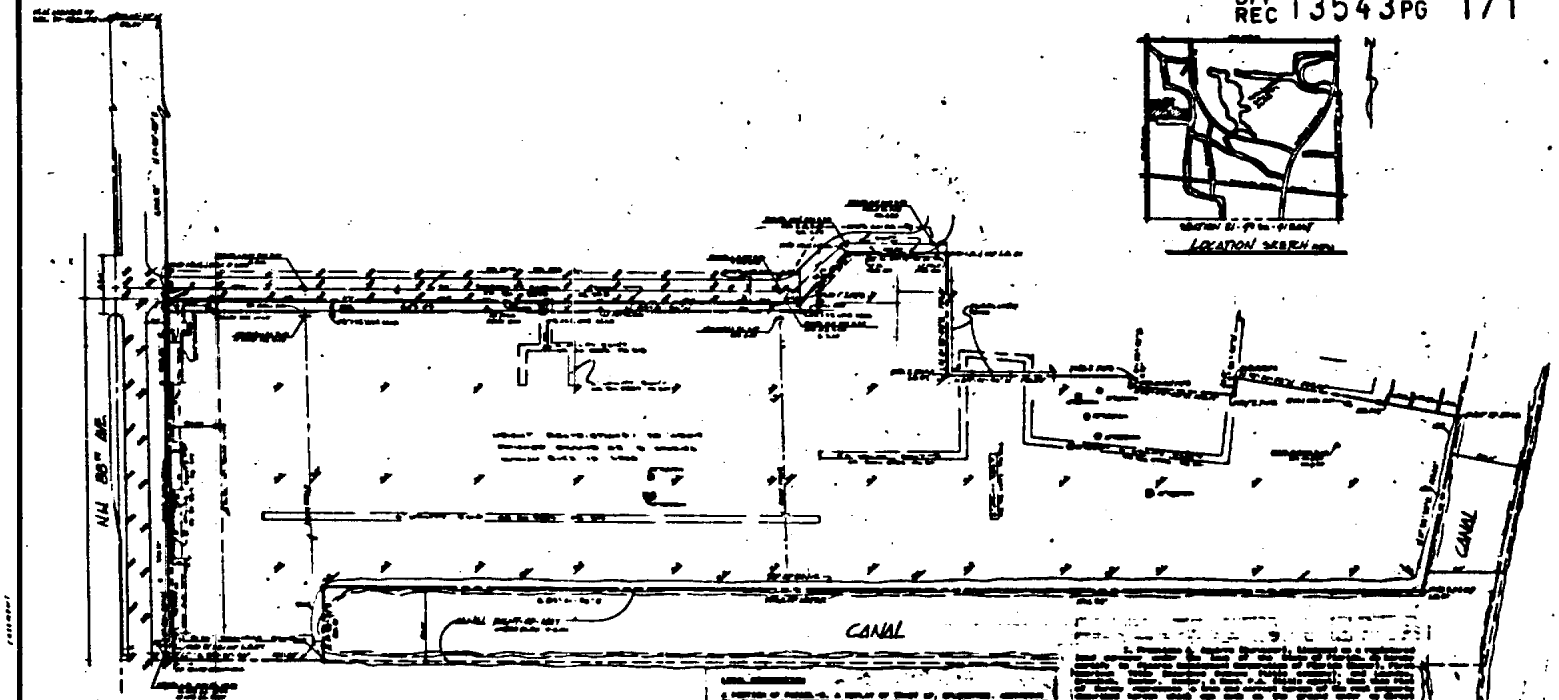
OFF REC 13543 PG 169

LEGAL DESCRIPTION

A PORTION OF PARCEL 2, A REPLAT OF TRACT 17 SPRINGTREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 79, AT PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

OFF REC 13543 PG 170

OFF REC 13543 PG 171



LOCATION SKETCH

PICERNE DEV. CORP OF FLA.

BOUNDARY & TOPOGRAPHIC SURVEY

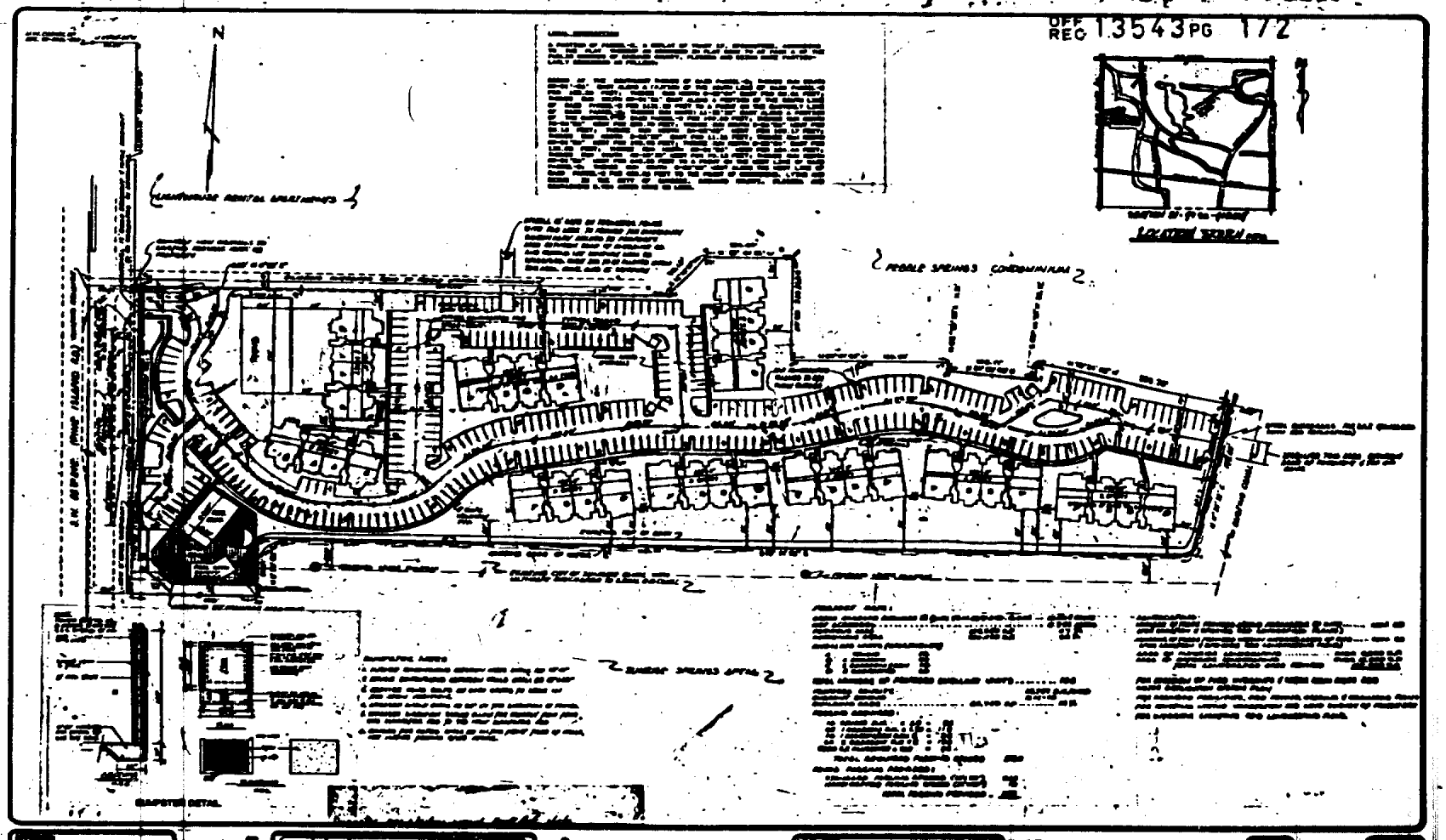

OFF REC 13543 PG 172
N
PICERNE DEV. CORP. OF FLA.
SUNSET KEY APARTMENTS
SITE PLAN
86-09

EXHIBIT "C"

SCHEDULE "A"

CITY OF SUNRISE

ORDINANCE NO. 242

WATER AND SEWER RATES AND CHARGES

I. MONTHLY WATER AND SEWER RATES - RESIDENTIAL

A. RESIDENTIAL - WITHIN CITY LIMITS

1. SINGLE FAMILY RESIDENCE, TOWNHOUSES, AND MOBILE HOMES

WATER - Service Availability Charge....$4.50
Each 1000 Gallons of usage....$0.75/1000 Gals.

SEWER - Service Availability Charges
One Bath Home or Unit.....$12.40
For each additional Bath.....$ 1.55

2. APARTMENTS AND CONDOMINIUMS

Dwelling units which are individually metered are billed as single family residences.

Multiple dwelling units which are master metered shall be billed as follows:

WATER - Service Availability Charge
Per dwelling unit.....$4.50
Each 1000 gal. of usage.....$0.75/1000 Gals.

SEWER - Service Availability Charges
Per dwelling unit
One Bath Unit.....$12.40
For each additional Bath.....$ 1.55

3. SERVICE AVAILABILITY CHARGES listed above shall apply to all single and multifamily dwelling units whether occupied or not. Service availability charges shall be due and payable each month commencing on the issue date of a building permit. A service availability charge shall apply to each meter if more than one meter is installed for a single unit.

OFF REC 13543 PG 173

SCHEDULE "A"

CITY OF SUNRISE

ORDINANCE NO. 243

WATER AND SEWER RATES - RESIDENTIAL

I. MONTHLY WATER AND SEWER RATES - RESIDENTIAL

A. RESIDENTIAL - OUTSIDE CITY LIMITS

1. SINGLE FAMILY RESIDENCES, TOWNHOUSES, AND MOBILE HOMES

WATER - Service Availability Charge....$5.62
Each 1000 Gallons of usage.....$0.93/1000 Gals.

SEWER - Service Availability Charges
One Bath Home or Unit.....$15.50
For each additional Bath.....$ 1.93

2. APARTMENTS AND CONDOMINIUMS

Dwelling units which are individually metered are billed as single family residences.

Multiple dwelling units which are master metered shall be billed as follows:

WATER - Service Availability Charge
Per dwelling unit.....$5.62
Each 1000 gal. of usage.....$0.93/1000 Gals.

SEWER - Service Availability Charges
Per dwelling unit
One Bath Unit.....$15.50
For each additional Bath.....$ 1.93

3. SERVICE AVAILABILITY CHARGES listed above shall apply to all single and multifamily dwelling units whether occupied or not. Service availability charges shall be due and payable each month commencing on the issue date of a building permit. A service availability charge shall apply to each meter if more than one meter is installed for a single unit.

OFF REC 13543 PG 174

SCHEDULE "A"

CITY OF SUNRISE

ORDINANCE NO. 242

WATER AND SEWER RATES AND CHARGES

II. MONTHLY WATER AND SEWER RATES - COMMERCIAL

A. COMMERCIAL - WITHIN CITY LIMITS
Commercial, industrial and institutional rate including hotels, motels, restaurants, retail and wholesale business establishments and industrial users located within the City shall be billed as follows:

WATER - Service Availability Charge based on water meter size.

WATER METER SIZE	WATER SERVICE AVAILABILITY CHARGE
5/8" or 3/4"	$5.00
1"	$10.00
1 1/2"	$20.00
2"	$40.00
3"	$80.00
4"	$160.00
6"	$320.00
Over 6"	by negotiation with City Engineer & approved by City Council

Each 1000 gallons of usage.....$0.75/1000 gallons

SEWER - Service Availability Charge based on water meter size as follows:

WATER METER SIZE	SEWER SERVICE AVAILABILITY CHARGE
5/8" or 3/4"	$12.40
1"	$15.50
1 1/2"	$31.00
2"	$62.00
3"	$124.00
4"	$248.00
6"	$496.00
Over 6"	by negotiation with City Engineer & Approved by City Council

Each 1000 gallons of water usage.....$1.16/1000 gallons.

WATER AND SEWER SERVICE AVAILABILITY CHARGES listed above shall apply to all commercial units whether occupied or not. Service Availability Charges shall be due and payable each month commencing on the issue of a building permit. A service availability charge shall apply to each meter if more than one meter is installed for a single unit.

OFF REC 13543 PG 175

SCHEDULE "A"

CITY OF SUNRISE

ORDINANCE NO. 242

WATER AND SEWER RATES AND CHARGES

II. MONTHLY WATER AND SEWER RATES - COMMERCIAL

B. COMMERCIAL - OUTSIDE CITY LIMITS

Commercial, industrial and institutional rate including hotels, motels, restaurants, retail and wholesale business establishments and industrial users located outside the City shall be billed as follows:

WATER - Service Availability Charge based on meter size.

METER SIZE	WATER SERVICE AVAILABILITY CHARGE
5/8"x 3/4"	$6.25
1"	$12.50
1 1/2"	$25.00
2"	$50.00
3"	$100.00
4"	$200.00
6"	$400.00
Over 6"	by negotiation with City Engineer & approved by City Council

Each 1000 gallons of usage.....$0.93/1000 gallons

SEWER - Service Availabiltiy Charge based on water meter size as follows:

METER SIZE	SEWER SERVICE AVAILABILITY CHARGE
5/8" x 3/4"	$15.50
1"	$19.37
1 1/2"	$38.75
2"	$77.50
3"	$155.00
4"	$310.00
6"	$620.00
Over 6"	by negotiation with City Engineer & Approved by City Council

Each 1000 gallons of usage.....$1.45/1000 gallons

WATER AND SEWER SERVICE AVAILABILITY CHARGES listed above shall apply to all commercial units whether occupied or not. Service Availability Charges shall be due and payable each month commencing on the issue of a building permit. A service availability charge shall apply to each meter if more than one meter is installed for a single unit.

OFF REC 13543 PG 176

SCHEDULE "A"

CITY OF SUNRISE

ORDINANCE NO. 242

WATER AND SEWER RATES AND CHARGES

III. DEPOSITS

A. RESIDENTIAL

1. Single family owner dwelling units

   a. Water Service.....$25.00
   b. Sewer Service.....$25.00

2. Single family metered rental properties

   a. Water Service.....$50.00
   b. Sewer Service.....$50.00

B. COMMERCIAL

Deposits for commercial accounts shall be according to the following table:

WATER METER SIZE	WATER DEPOSIT	SEWER DEPOSIT
5/8" or 3/4"	$40.00	$40.00
1"	$80.00	$80.00
1 1/2"	$160.00	$160.00
2"	$320.00	$320.00
3"	$640.00	$640.00
4"	$1280.00	$1280.00
6"	$2560.00	$2560.00
Over 6"	By negotiation with City Engineer and approved by City Council	

IV. METER INSTALLATION CHARGES

The following meter installation charges are due at the time a building permit is obtained.

WATER METER SIZE	INSTALLATION CHARGE
3/4"	$150.00
1"	$200.00
1 1/2"	$350.00
2"	$500.00
Over 2"	Installed by Consumer

Meters larger than 2" shall be provided and installed by the Consumer. Meter type, design and installation shall be prescribed and approved by the City Engineer and the Utilities Director.

OFF REC 13543 PG 177

SCHEDULE "A"

CITY OF SUNRISE

ORDINANCE NO. 242

WATER AND SEWER RATES AND CHARGES

V. CUSTOMER SERVICE CHARGES

A. INITIAL METER TURN-ON

No charge - when opening a new account and deposit has been paid.

B. METER TURN-OFF - CLOSE OUT OF ACCOUNT

$10.00 service charge.

C. METER TURN-OFF OR TURN-ON - CUSTOMER REQUEST

Water service may be discontinued temporarily at the request of the customer. During the period when service is locked off, service availability charges will continue for water and sewer service as listed above. A fee of $10.00 will be charged for turn-on or turn-off of service. No additional deposit will be required when turn-off and turn-on service is requested by the same customer.

D. METER TURN-OFF AND TURN-ON OF WATER SERVICE FOR NON-PAYMENT

1. Water service will be discontinued due to non-payment of monthly utility service bills. A fee of $10.00 will be charged for turning-off service. During the period when service is locked-off, service availability charges will continue for water and sewer service as listed above. A fee of $10.00 will be charged for turn-on service. Service will be restored when all past due and accrued fees and charges have been paid in full.

2. Tampering with a locked off service will result in removal of the water meter and plugging of the water service line. A fee of $50.00 will be charged for meter removal. Service availability charges noted above will continue to accrue for both water and sewer service.

3. A meter installation fee of $50.00 will be charged for reinstallation of the water meter and restoration of service. Service will be restored when all accrued charges and fees have been paid in full.

OFF REC 13543 PG. 178

SCHEDULE "A"

CITY OF SUNRISE

ORDINANCE NO. 242

WATER AND SEWER RATES AND CHARGES

B. METER RE-READ

1. No charge for a meter re-read when the discrepancy is more than 10,000 gallons.

2. A meter re-read for a discrepancy of less than 10,000 gallons (based on historical monthly consumption) is unwarranted since the excess consumption billed will even out on the next meter reading. A service charge of $10.00 will be rendered if the customer insists on a re-read and the confirmed meter reading error is computed to be less than 10,000 gallons.

F. METER TESTING CHARGE

METER SIZE	CHARGE
5/8"	$20.00
1" & 1 1/2"	$30.00
2"	$50.00
Over 2"	By Utilities Director

For larger meter installations, the charge thereof shall be prescribed by the Utilities Director of the City of Sunrise.

G. FIRE LINE CHARGES

SIZE	CHARGE
4"	$300.00/year
6"	$600.00/year
8"	$1,200.00/year
10"	$2,400.00/year
Over 10"	By negotiation with City Engineer and approved by City Council

OFF REC 13543 PG 179

ORDINANCE NO. 242
SCHEDULE "A"
ADOPTED PER RESOLUTION 83- 202 DATED SEPTEMBER 27, 1983
SUPERSEDES SCHEDULE "A" ORDINANCE NO. 242 ORIGINALLY ADOPT
APRIL 20, 1982
EFFECTIVE DATE: OCTOBER 1, 1983

SINGLE FAMILY | MULTI FAMILY

DATE	CONSTRUCTION COSTS	FACTOR	S.F. UP TO 4 UNITS/ACRE	S.F. IN EXCESS OF 4 UNITS/AC.	M.F. UP TO 10 UNITS/ACRE	M.F. IN EXCESS OF 10 UNITS/AC	COMMERCIAL/ ACRE	MOBILE HOMES/ ACRE	MOBILE HOMES/ UNIT	1 ER
1-79	2874.1	1.00000	1000.00	250.00	1650.00	250.00	2500.00	500.00	165.00	
7-79	3054.5	1.06276	1062.76	265.69	1753.55	265.69	2656.90	531.38	175.36	
10-79	3129.1	1.08872	1088.72	272.18	1796.38	272.18	2721.80	544.36	179.64	350.0
1-80	3260.1	1.13428	1134.26	283.57	1871.56	283.57	2835.70	567.14	187.16	525.0
7-80	3260.1	1.13428	1134.26	283.57	1871.56	283.57	2835.70	567.14	187.16	525.0
1-81	3372.1	1.17327	1173.27	293.32	1935.80	293.32	2933.20	586.64	193.59	543.0
7-81	3560.7	1.23889	1238.89	309.72	2044.17	309.72	3097.23	619.45	204.42	573.4
10-81	3725.6	1.2960	1296.00	324.00	2138.40	324.00	3240.00	648.00	213.84	600.0
7-82	3821.8	1.3284	1328.40	332.10	2191.86	166.05	3321.00	664.20	219.19	615.0
10-82	3931.12	1.3653	1365.33	341.33	2252.79	170.67	3413.32	682.66	225.28	632.1
7-83	4077.92	1.41885	1418.85	354.71	2341.10	177.36	3547.13	709.43	234.11	656.8
1-84	4109.53	1.42985	1429.85	357.46	2359.25	178.74	3574.63	714.93	235.92	661.9
7-84	4160.51	1.44759	1447.59	361.89	2388.52	180.96	3618.98	723.80	238.85	670.1
10-84	4160.51	1.44759	1447.59	361.89	2388.52	180.96	3618.98	723.80	238.85	1,145.0
1-85	4171.29	1.45134	1451.34	362.84	2394.71	181.42	3628.35	725.67	239.47	1,147.9
7-85	4201.26	1.46177	1461.77	365.44	2411.91	182.54	3654.41	730.88	241.19	1,156.2
1-86	4207.84	1.46405	1464.05	366.01	2415.68	182.68	3660.12	732.02	241.57	1,158.0

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

METER SIZE	FLOW GALLONS/MINUTE	E.R.C.	SECURITY DEPOSIT	METER INSTALLATION COST	MONTHLY MINIMUM BILL RESIDENTIAL	COMMERCIAL
5/8 X 3/4"	20	1	$ 80.00	$ 150.00	$ 4.50	$ 5.00
1"	50	3	$ COMMERCIAL ($160)	$ 200.00	----	$ 10.00
1½"	100	5	$ 320.00	$ 350.00	----	$ 20.00
2"	200	10	$ 640.00	$ 500.00	----	$ 40.00
3" (TURBINE)	450	23	$ 1,280.00	CALL UTILITY DEPT.	----	$ 80.00

OFF REC 13543 Pg 183

86463057

Southern Bell

Right Of Way Easement

In consideration of the sum of money hereinafter set out and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged from the Southern Bell Telephone and Telegraph Company, the undersigned, owner(s) of the premises described below, do hereby grant to the Southern Bell Telephone and Telegraph Company, its licensees, agents, successors, assigns, and allied and associated companies, a right of way easement to construct, operate, maintain, add or remove such lines or systems of communications or related services as the grantee may require, consisting of:

~~(1) Poles, guys, anchors, aerial cables and wires;~~

(2) Buried cables and wires, cable terminals, markers, splicing boxes and pedestals;

(3) Conduits, manholes, markers, underground cables and wires;

(4) And other amplifiers, boxes, appurtenances or devices

upon over and under a strip of land six (6) feet wide across the following lands in Broward County, State of Florida, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted: to allow any other person or company to attach wires or lay cable or conduit within the right of way for communications or electric power transmission or distribution; ingress and egress to said premises at all times; to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.

The receipt of Ten and No /100 Dollars ($ 10.00) is hereby acknowledged by the undersigned.

To have and to hold the above granted easement unto Southern Bell Telephone and Telegraph Company, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has signed on August 11, 19 86.

Signed, sealed and delivered in the presence of:

Witness

Witness

Sunset Key Limited Partnership,
a Florida limited partnership L.S.

By: Picerne Development Corporation
of Florida, as general L.S.
partner

By: _____
Robert M. Picerne, Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11th day of August, 1986 by Robert M. Picerne, as Vice President of Picerne Development Corporation of Florida, general partner of Sunset Key Limited Partnership, on behalf of the partnership.

KARI L. CAIRO NOTARY PUBLIC STATE OF FLORIDA

Kari L. Baird
Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Oct. 29, 1988
Bonded thru Troy Fain-Insurance, Inc.

Southern Bell

86 DEC 4 AM 10:26

ORB 13955 PAGE 216

SBTAT RAY FILE
NO. 40469

EXHIBIT "A"
to
Right-of-Way Easement

A Six-foot wide Utility Easement Area over and across a portion of Parcel 2, "A REPLAT OF TRACT 17, SPRINGTREE," according to the Plat thereof as recorded in Plat Book 79, Page 6 of the Public Records of Broward County, Florida, lying three (3) feet on either side of the following described centerline:

Commencing at the Southwest corner of said Parcel 2; thence run northerly along the westerly boundary thereof a distance of 387.735 feet to the POINT OF BEGINNING of this description; thence South 89° 01' 56" East a distance of 660.723 feet; thence North 00° 58' 04" East a distance of 18.695 feet; thence North 42° 18' 30" East a distance of 53.73 feet; thence South 89° 01'56" East a distance of 47.47 feet; thence North 00° 58' 04" East a distance of approximately 5.95 feet to the POINT OF TERMINOUS of this description, which point lies on the northerly boundary of a parcel of real property more particularly described in that certain Warranty Deed made by Oasis Investments, N.V. to and in favor of Sunset Key Limited Partnership, dated June 18, 1986 and recorded on June 19, 1986 in Official Records Book 13491, Pages 196 and 197 of the Public Records of Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

OFF REC 13955 PAGE 217

42-I002-ddm

(Rev.08/19/86)

Southern Bell

87078646

Right Of Way Easement

In consideration of the sum of money hereinafter set out and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged from the Southern Bell Telephone and Telegraph Company, the undersigned, owner(s) of the premises described below, do hereby grant to the Southern Bell Telephone and Telegraph Company, its licensees, agents, successors, assigns, and allied and associated companies, a right of way easement to construct, operate, maintain, add or remove such lines or systems of communications or related services as the grantee may require, consisting of:

1000 N. ORLANDO AVE.
WINTER PARK, FL. 32789 D.W.

~~(1) Poles, guys, anchors, aerial cables and wires;~~

(2) Buried cables and wires, cable terminals, markers, splicing boxes and pedestals;

(3) Conduits, manholes, markers, underground cables and wires;

(4) And other amplifiers, boxes, appurtenances or devices

upon over and under a strip of land, ten (10) feet wide across the following lands in Broward County, State of Florida, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

'87 FEB 24 AM 11 33

OFF REC 14194 PAGE 693

and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted: to allow any other person or company to attach wires or lay cable or conduit within the right of way for communications or electric power transmission or distribution; ingress and egress to said premises at all times; to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.

The receipt of Ten and No / 100 Dollars ($ 10.00) is hereby acknowledged by the undersigned.

To have and to hold the above granted easement unto Southern Bell Telephone and Telegraph Company, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has signed on January, 19 87.

Signed, sealed and delivered in the presence of:

0.50 (Was Paid) to Broward County for Documentary Stamp Tax as Required by Law

Witness

Witness

Sunset Key Limited Partnership, a Florida limited partnership L.S.

By: Picerne Development Corporation of Florida, as general partner L.S.

By: Robert M. Picerne

Robert M. Picerne, President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of January, 1987 by Robert M. Picerne, as President of Picerne Development Corporation of Florida, general partner of Sunset Key Limited Partnership, on behalf of the partnership.

Kari L. Baird
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 29, 1988
Bonded Thru Troy Fain-Insurance, Inc.

W/C

Pickup Post.

13.00 A

ASSOCIATED ENGINEERS & SURVEYORS, INC.

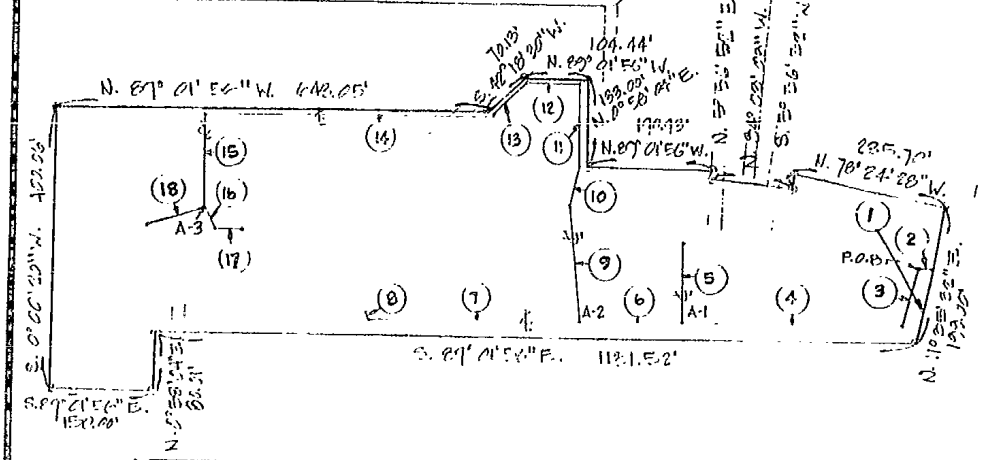
STUDIES, DESIGN, INSPECTION SERVICES, LAND SURVEYING.
4001 S. UNIVERSITY DR. SUITE 228 DAVIE, FL 33328
P.O. BOX 290791, DAVIE, FL 33329
PHONE 305-434-5521

- SKETCH AND DESCRIPTION -

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC REPRESENTATION OF THE DESCRIPTION SHOWN HEREON.

SOUTHERN BELL 10' UTILITY EASEMENT - CENTER LINE DESCRIPTION

LINE DATA		
POINT	DISTANCE	BEARING
(1)	104.38'	N. 11° 35' 32" E.
(2)	17.74'	N. 86° 27' 25" W.
(3)	87.94'	S. 11° 35' 32" W.
(4)	322.11'	N. 89° 01' 56" W.
(5)	116.16'	N. 0° 58' 04" E.
(6)	150.21'	N. 89° 01' 56" W.



LINE DATA		
POINT	DISTANCE	BEARING
(7)	334.21'	N. 89° 01' 56" W.
(8)	10.00'	N. 01° 28' 28" W.
(9)	176.45'	N. 05° 16' 21" W.
(10)	50.00'	N. 19° 30' 00" E.
(11)	128.00'	N. 00° 58' 04" E.
(12)	97.18'	N. 89° 01' 56" W.
(13)	70.13'	S. 42° 18' 30" W.
(14)	486.35'	N. 89° 01' 56" W.
(15)	135.00'	S. 00° 01' 46" E.
(16)	28.24'	S. 81° 51' 2" E.
(17)	40.00'	S. 89° 01' 56" E.
(18)	82.00'	S. 70° 24' 28" W.

EXHIBIT "A"

NOTE: FOR LEGAL DESCRIPTION SEE PAGE 2 OF 2

I HEREBY CERTIFY:
THAT THE ATTACHED SKETCH AND DESCRIPTION CONFORMS TO CHAPTER 21HH-6.06 (1)(FLORIDA ADMINISTRATIVE CODE), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS DRAWING IS NOT VALID UNLESS IT BEARS AN ORIGINAL SEAL & SIGNATURE

FRANCISCO A. AGUIRRE
REGISTERED LAND SURVEYOR NO. 3354
STATE OF FLORIDA

UPDATES/ REVISIONS		BY

NOTE: The undersigned and ASSOCIATED ENGRS & SURV., INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easement, right of way, set back lines, reservations, agreements or other matter of record, this instrument is intended to reflect or set forth only those items shown in the references above.
ASSOCIATED ENGRS & SURV., INC. did not research the publics records matters effecting the land shown.
NOTE: This instrument is the property of ASSOCIATED ENGRS & SURV. and shall not be reproduced in whole or insert without written permission of ASSOCIATED ENGRS. & SURV., INC.

12-1-81	DRAWN BY: G.V.	CHECKED BY:	F.B.-	JOB NO.

OFF. REC 14194 PAGE 694

ASSOCIATED ENGINEERS & SURVEYORS, INC.

STUDIES, DESIGN, INSPECTION SERVICES, LAND SURVEYING.
4601 S. UNIVERSITY DR. SUITE 220 DAVIE, FL 33328
P.O. BOX 290791, DAVIE, FL 33329 PHONE 305-434-5521

- SKETCH AND DESCRIPTION -

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC REPRESENTATION OF THE DESCRIPTION SHOWN HEREON.

UTILITY EASEMENT

A portion of parcel-2, a replat of Tract 17, Springtree, according to the Plat thereof as recorded in Plat Book 79 at Page 6, of the Public Records of Broward County, Florida and being more particularly described as follows:

A strip of land 10.00 Feet wide and 5 feet at each side of the following described centerline:

Commence at S.E. corner of said Parcel-2; thence N. 11°35'32" E. a distance of 104.32 feet; thence N. 86°37'35" W. a distance of 17.74 feet to the point of beginning of the centerline herein described; thence S. 11°35'32" W. a distance of 87.94 feet; thence N. 89°1'56" W. a distance of 322.11 feet to point A-1; thence N. 0°58'6" E. a distance of 116.66 feet to the point of termination of this centerline. Beginning at point A-1; thence N. 89°1'56" W. a distance of 159.31 feet to point A-2; thence N. 89°1'56" W. a distance of 334.21 feet; thence N. 7°28'38" W. a distance of 10.00 feet to the point of termination of this centerline. Beginning at point A-2; thence N. 5°16'21" W. a distance of 176.45 feet; thence N. 19°30'00" E. a distance of 50.00 feet; thence N. 0°58'4" E. a distance of 128.00 feet; thence N. 89°01'56" W. a distance of 97.18 feet; thence S. 42°18'30" W. a distance of 70.13 feet; thence N. 89°1'56" W. a distance of 435.35 feet; thence S. 0°1'46" E. a distance of 135.00 feet to point A-3; thence S. 31°51'2" E. a distance of 33.34 feet; thence S. 89°01'56" E. a distance of 40.00 feet to the point of termination of this centerline. Beginning at point A-3; thence S. 70°56'23" W. a distance of 82.00 feet to the point of termination of this centerline.

OFF. REC 14194 PAGE 695

NOTE: FOR SKETCH SEE PAGE 1 OF 2

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

I HEREBY CERTIFY:
THAT THE ATTACHED SKETCH AND DESCRIPTION CONFORMS TO CHAPTER 21HH-6.06 (1)(FLORIDA ADMINISTRATIVE CODE), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS DRAWING IS NOT VALID UNLESS IT BEARS AN ORIGINAL SEAL & SIGNATURE

FRANCISCO A. AGUIRRE
REGISTERED LAND SURVEYOR NO. 3354
STATE OF FLORIDA

UPDATES/ REVISIONS		BY

NOTE: The undersigned and ASSOCIATED ENGRS & SURV. INC make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easement, right-of-way, set back lines, reservations, agreements or other matter of record. this instrument is intended to reflect or set forth only those items shown in the references above.
ASSOCIATED ENGRS & SURV, INC. did not research the publica records matters effecting the land shown.
NOTE: this instrument is the property of ASSOCIATED ENGRS & SURV. and shall not be reproduced in whole or inpart without written permission of ASSOCIATED ENGRS. & SURV, INC.

1-13-87	DRAWN BY:	CHECKED BY:	F.B.- P.G.-	JOB NO.

January 30, 1987

RWO/SIO/TWO/ER 4345-7-740

Sec. 21, Twp. 49 S, Rge 41 E

This instrument prepared by:

T. C. FRANCINI
c/o Florida Power & Light Co.
P.O. Box 8248
Fort Lauderdale, Florida 33310

EASEMENT
Form 3723A (Stocked) Rev. 2/86

87131146

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of ~~overhead and~~ underground electric utility facilities (including wires, ~~poles, guys~~, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width across the following described property located in the City of Sunrise, Broward County, Florida, and more particularly described as follows:

87 MAR 27 AM 10 50

SEE COMPOSITE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

EXHIBIT "A" DATED JANUARY 13, 1987 PREPARED BY FRANCISCO A. AGUIERE.

50¢
$ _____ has been Paid
Broward County for Documentary
Stamp Tax as required by law
Harry Nightingale, Deputy

RETURN TO:
A. A Walton
R/W & Land Manager
Florida Power & Light Company
P. O. Box 3216
Fort Lauderdale, FL 33310

Together with the right ~~to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communication purposes; the right~~ of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on January 30, 1987

Signed, sealed and delivered in the presence of:

SUNSET KEY LIMITED PARTNERSHIP, a Florida limited partnership,

By: PICERNE DEVELOPMENT CORPORATION OF ~~FLORIDA, a Florida corporation~~, a General Partner

By: _____ (Seal)
Robert M. Picerne, President

STATE OF FLORIDA **AND COUNTY OF** ORANGE

The foregoing instrument was acknowledged before me this 30th **day of** January, 19 87, **by** Robert M. Picerne, as President of Picerne Development Corporation of Florida, General Partner of SUNSET KEY LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of the limited partnership.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 29, 1988
Bonded thru Troy Fain-Insurance, Inc.

Notary Public, State of

OFF REC 14289 PAGE 923

EXHIBIT "A"

ASSOCIATED ENGINEERS & SURVEYORS, INC.

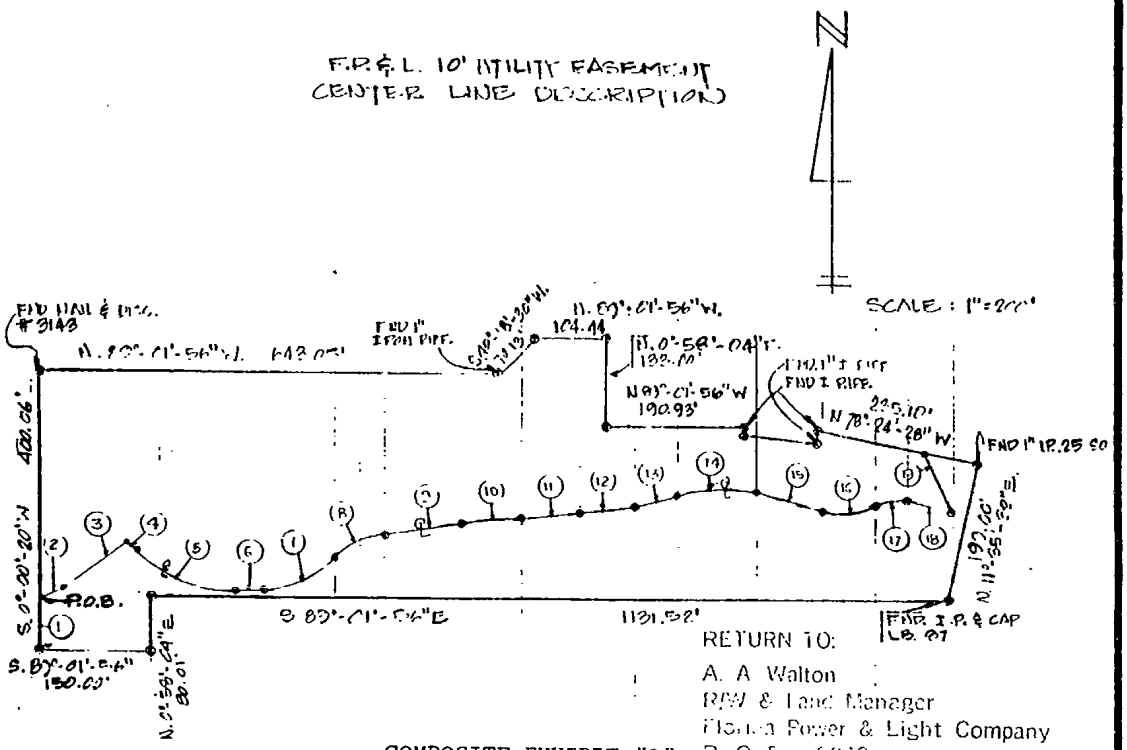
STUDIES, DESIGN, INSPECTION SERVICES, LAND SURVEYING.
4801 S. UNIVERSITY DR. SUITE 220 DAVIE, FL 33328
P.O. BOX 290791, DAVIE, FL 33329

PHONE 305-434-9921

- SKETCH AND DESCRIPTION -

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC REPRESENTATION OF THE DESCRIPTION SHOWN HEREON.

F.P.&L. 10' UTILITY EASEMENT
CENTER LINE DESCRIPTION



RETURN TO:
A. A Walton
R/W & Land Manager
Florida Power & Light Company
P. O. Box 8243
Fort Lauderdale, FL 33310

COMPOSITE EXHIBIT "A"

LINE DATA.		
No.	DISTANCE	BEARING
1.	75.00'	N 00° 00' 22" E
2.	36.64'	N 66° 48' 21" E
3.	100.67'	N 37° 31' 41" E
4.	19.65'	S 52° 30' 10" E
6.	36.15'	S 64° 56' 48" E
9.	109.02'	N 80° 58' 35" E
11.	96.53'	S 89° 01' 34" E
13.	61.21'	N 76° 40' 31" E
15.	101.02'	S 74° 08' 15" E
18.	81.00'	S 78° 24' 28" E
19.	95.58'	N 22° 39' 47" W

CURVE DATA			
No.	DISTANCE	RADIUS	CENTRAL ANGLE
5.	156.68'	186.59'	Δ 48° 10' 16"
7.	120.79'	144.56'	Δ 47° 52' 30"
8.	76.49'	115.69'	Δ 37° 53' 01"
10.	84.54'	484.48'	Δ 9° 83' 51"
12.	77.12'	309.05'	Δ 14° 17' 54"
14.	102.11'	200.45'	Δ 29° 11' 14"
16.	77.08'	109.91'	Δ 40° 10' 56"
17.	45.02'	71.83'	Δ 35° 54' 42"

NOTE: FOR LEGAL DESCRIPTION SEE PAGE 5 OF 5

I HEREBY CERTIFY: THAT THE ATTACHED SKETCH AND DESCRIPTION CONFORMS TO CHAPTER 21HH-6.06 (1)(FLORIDA ADMINISTRATIVE CODE), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS DRAWING IS NOT VALID UNLESS IT BEARS AN ORIGINAL SEAL & SIGNATURE

FRANCISCO A. AGUIRRE
REGISTERED LAND SURVEYOR NO. 3187
STATE OF FLORIDA

UPDATES/ REVISIONS		BY

NOTE: The undersigned and ASSOCIATED ENGRS & SURV, INC make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easement, right of way, set back lines, reservations, agreements or other matter of record. This instrument is intended to reflect or set forth only those item shown in the references above.
ASSOCIATED ENGRS & SURV, INC. did not research the publics records matters effecting the land shown.
NOTE: This instrument is the property of ASSOCIATED ENGRS & SURV. and shall not be reproduced in whole or insert without written permission of ASSOCIATED ENGRS. & SURV, INC.

1-13-87	DRAWN BY:	CHECKED BY:	F.B.- P.G.-	JOB NO.

OFF REC 14289 PAGE 924

EXHIBIT "A"

ASSOCIATED ENGINEERS & SURVEYORS, INC.

STUDIES, DESIGN, INSPECTION SERVICES, LAND SURVEYING.
4001 S. UNIVERSITY DR. SUITE 220 DAVIE,FL 33328
P.O. BOX 290791, DAVIE, FL 33329 PHONE 305-434-5521

NOTE: FOR SKETCH SEE PAGE 1 OF 2

- SKETCH AND DESCRIPTION -

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC REPRESENTATION OF THE DESCRIPTION SHOWN HEREON.

UTILITY EASEMENT

A portion of parcel-2, a replat of Tract 17, Springtree, according to the plat thereof as recorded in Plat Book 79, at Page 6, of the Public Records of Broward County, Florida and being more particularly described as follows:

A strip of land 10.00 feet wide and 5.00 feet at each side of the following described centerline:

Commence at S.W. corner of said Parcel-2; thence N. 00°00'20" E. along the West line of said Parcel-2 a distance of 75.00 feet to the point of beginning of the centerline herein described: Thence N. 66°48'29" E. a distance of 36.68 feet; thence N. 37°31'41" E. a distance of 100.67 feet; thence S. 52°30'10" E. a distance of 19.65 feet to a point of curvature of a circular curve concave Northeast having a radius of 186.59 feet; thence Southeasterly along the arc of said curve through a central angle of 48°10'16" a distance of 156.88 feet to a point of tangency; thence S. 64°56'48" E. a distance of 36.15 feet to a point of curvature of a circular curve concave Northwest having a radius of 144.56 feet; thence Northeasterly along the arc of said curve through a central angle of 47°52'30" a distance of 120.79 feet to a point of compound curvature of a circular curve concave to the Northwest having a radius of 115.69 feet; thence Northeasterly along the arc of said curve through a central angle of 37°53'01" a distance of 76.49 feet to a point of tangency; thence N. 80°58'35" E. a distance of 109.03 feet to a point of curvature of a circular curve concave Southeast having a radius of 484.48 feet; thence Northeasterly along the arc of said curve through a central angle of 9°59'51" a distance of 84.54 feet to a point of tangency; thence S. 89°01'34" E. a distance of 96.53 feet to a point of curvature of a circular curve concave Northwest having a radius of 309.05 feet; thence Northeasterly along the arc of said curve through a central angle of 14°17'54" a distance of 77.12 feet to a point of tangency; thence N. 76°40'31" E. a distance of 61.21 feet to a point of curvature of a circular curve concave South having a radius of 200.45 feet; thence Northeasterly along the arc of said curve through a central angle of 29°11'14" a distance of 102.11 feet to a point of tangency; thence S. 74°8'15" E. a distance of 101.02 feet to a point of curvature of a circular curve concave Northwest having a radius of 109.91 feet; thence Southeasterly along the arc of said curve through a central angle of 40°10'56" a distance of 77.08 feet to a point of compound curvature of a circular curve concave Southeast having a radius of 71.83 feet; thence Northeasterly along the arc of said curve through a central angle of 35°54'42" a distance of 45.02 feet to a point of tangency; thence S. 78°24'28" E. a distance of 81.00 feet; thence N. 22°39'47" E. a distance of 95.58 feet to the point of termination of this centerline.

RETURN TO:
A. A. Walton
R/W & Land Manager
Florida Power & Light Company
P. O. Box 8248
Fort Lauderdale, FL 33310

OFF 14289 PAGE 925
RECORDED

I HEREBY CERTIFY: THAT THE ATTACHED SKETCH AND DESCRIPTION CONFORMS TO CHAPTER 21HH-6.06 (1)(FLORIDA ADMINISTRATIVE CODE), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS DRAWING IS NOT VALID UNLESS IT BEARS AN ORIGINAL SEAL & SIGNATURE

FRANCISCO A. AGUERO
REGISTERED LAND SURVEYOR NO. 3954
STATE OF FLORIDA

UPDATES/ REVISIONS		BY

NOTE: The undersigned and ASSOCIATED ENGRS & SURV. INC make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easement, right-of-way, set back lines, reservations, agreements or other matter of record. this instrument is intended to reflect or set forth only those items shown in the references above.
ASSOCIATED ENGRS & SURV, INC. did not research the publics records matters effecting the land shown.
NOTE: this instrument is the property of ASSOCIATED ENGRS & SURV. and shall not be reproduced in whole or insert without written permission of ASSOCIATED ENGRS. & SURV, INC.

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

1-13-87	DRAWN BY:	CHECKED BY:	F.B.- P.G.-	JOB NO.

A1-251

$ 1.55¢ has been Paid in Broward County for Documentary Stamp Tax as required by law.
Jacqueline Jordan, Deputy

90261151

EASEMENT

This Easement is made and entered into this 30th day of March, 1987 by, Sunset Key Limited Partnership, a Florida limited partnership (hereinafter "Sunset").

WHEREAS, Sunset is the owner of fee simple title to certain real property located in Broward County, Florida more particularly described on Exhibit "A" attached hereto and hereinafter referred to as the "Property"; and

WHEREAS, the City of Sunrise has required that Sunset declare, grant and convey an easement over a portion of the property as hereinafter described, for the installation and maintenance of an undergound water main, and an underground sanitary sewer main to the City of Sunrise, its successors, administrators and assigns.

NOW THEREFORE, in consideration of the sum of Ten ($10.00) Dollars in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, Sunset does hereby grant to the City of Sunrise, its successors, administrators and assigns, a perpetual easement for the installation and maintenance of a water main, and a sanitary sewer main, across, under and through a portion of the Property more particularly described on Exhibit "B" attached hereto and hereinafter referred to as the "Easement".

It is understood and agreed that the Easement shall be deemed a covenant running with the land and further that Sunset shall in no way be bound to improve, or maintain said water main and sanitary sewer main and shall have the right to use the water main and sanitary sewer main and the right to use the Easement area for any use which is not inconsistent with the Easement.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 30th day of March, 1987.

Witnessed by:

SUNSET KEY LIMITED PARTNERSHIP,

By: Robert M. Picerne
Robert M. Picerne, President of PICERNE DEVELOPMENT CORPORATION OF FLORIDA, a general partner.

STATE OF FLORIDA

COUNTY OF ~~BROWARD~~ ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Robert M. Picerne, President of PICERNE DEVELOPMENT CORPORATION OF FLORIDA, a general partner, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of March, 1987.

Kari L. Baird
Notary Public, State of Florida at large

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Oct. 29, 1988
Bonded Thru Tory Fain Insurance, Inc.

45-H002ddm (03/30/87)

Return to: City of Sunrise, 10770 W. Oakland Park Blvd., Sunrise, Fl. 33351
att: D.J. Dunn, City Clerk

90 JUN 28 PM 2:12

BK17541PG0812

TAK 3/31/87

ASSOCIATED ENGINEERS & SURVEYORS, INC.

STUDIES, DESIGN, INSPECTION SERVICES, LAND SURVEYING.
4001 S. UNIVERSITY DR. SUITE 225 DAVIE, FL 33328
P.O. BOX 290791, DAVIE, FL 33329 PHONE 305-434-5521

- SKETCH AND DESCRIPTION -

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC REPRESENTATION OF THE DESCRIPTION SHOWN HEREON.

EASEMENT
EXHIBIT "A"
SUNSET KEY APARTMENTS
LEGAL DESCRIPTION OF PROPERTY
SHEET 1 OF 1

LEGAL DESCRIPTION

A PORTION OF PARCEL-2, A REPLAT OF TRACT 17, SPRINGTREE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 79 AT PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID PARCEL-2; THENCE RUN SOUTH 89°01'-56" EAST ALONG A PORTION OF THE SOUTH LINE OF SAID PARCEL-2 FOR 150.00 FEET; THENCE RUN NORTH 0°58'-04" EAST FOR 60.01 FEET; THENCE RUN SOUTH 89°01'-56" EAST ALONG A PORTION OF THE SOUTH LINE OF SAID PARCEL-2 FOR 1131.52 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL-2; THENCE RUN NORTH 11°35'-32" EAST ALONG A PORTION OF THE EASTERLY LINE OF SAID PARCEL-2 FOR 199.00 FEET; THENCE RUN NORTH 78°24'-28" WEST FOR 235.70 FEET; THENCE RUN SOUTH 5°56'-52" WEST FOR 20.12 FEET; THENCE RUN NORTH 84°03'-08" WEST FOR 108.17 FEET; THENCE RUN NORTH 5°56'-52" EAST FOR 11.31 FEET; THENCE RUN NORTH 89°01'56" WEST FOR 190.93 FEET; THENCE RUN NORTH 0°58'-04" EAST FOR 133.00 FEET; THENCE RUN NORTH 89°01'-56" WEST FOR 104.44 FEET; THENCE RUN SOUTH 42°18'-30" WEST FOR 70.13 FEET; THENCE RUN NORTH 89°01'-56" WEST FOR 643.05 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL-2; THENCE RUN SOUTH 0°00'-20" WEST ALONG THE WEST LINE OF SAID PARCEL-2 FOR 400.06 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 8.924 ACRES MORE OR LESS.

BK17541PG0813

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

I HEREBY CERTIFY:
THAT THE ATTACHED SKETCH AND DESCRIPTION CONFORMS TO CHAPTER 21HH-6.06 (1)(FLORIDA ADMINISTRATIVE CODE), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS DRAWING IS NOT VALID UNLESS IT BEARS AN ORIGINAL SEAL & SIGNATURE

FRANCISCO A. AGUIRRE,
REGISTERED LAND SURVEYOR NO. 3354
STATE OF FLORIDA.

UPDATES/ REVISIONS		BY

NOTE: The undersigned and ASSOCIATED ENGRS & SURV. INC make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easement, right-of-way, set back lines, reservations, agreements or other matter of record. this instrument is intended to reflect or set forth only those items shown in the references above.
ASSOCIATED ENGRS & SURV, INC. did not reserch the publics records matters effecting the land shown.
NOTE: this instruments is the property of ASSOCIATED ENGRS & SURV. and shall not be reproduced in whole or insert without written permission of ASSOCIATED ENGRS. & SURV, INC.

	DRAWN BY:	CHECKED BY:	F.B.- P.G.-	JOB NO.

ASSOCIATED ENGINEERS & SURVEYORS, INC.

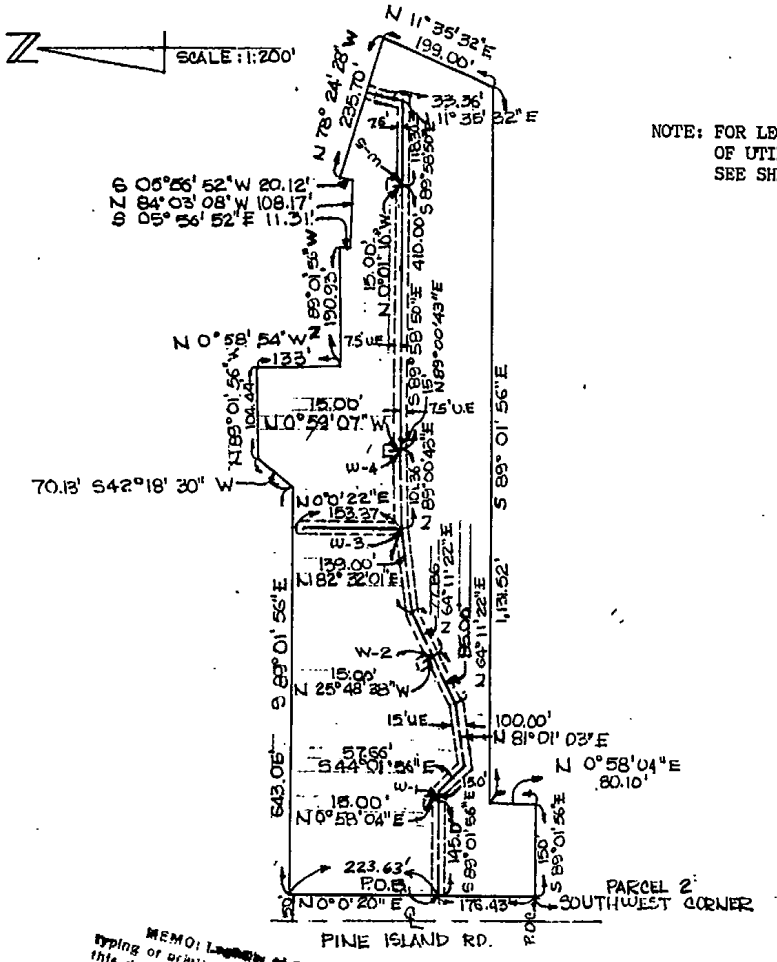
STUDIES, DESIGN, INSPECTION SERVICES, LAND SURVEYING.
4801 S. UNIVERSITY DR. SUITE 220 DAVIE, FL. 33328 PHONE 305-434-5521

EASEMENT
EXHIBIT "B"
SUNSET KEY APARTMENTS

SKETCH OF UTILITY EASEMENT
SHEET 1 OF 4

- SKETCH AND DESCRIPTION -

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC REPRESENTATION OF THE DESCRIPTION SHOWN HEREON.



NOTE: FOR LEGAL DESCRIPTION OF UTILITY EASEMENT SEE SHEET 2 of 4.

MEMO: Legibility of writing or printing unsatisfactory in this document when microfilmed.

I HEREBY CERTIFY:
THAT THE ATTACHED SKETCH AND DESCRIPTION CONFORMS TO CHAPTER 21HH-6.06 (1)(FLORIDA ADMINISTRATIVE CODE), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS DRAWING IS NOT VALID UNLESS IT BEARS AN ORIGINAL SEAL & SIGNATURE

FRANCISCO A. AGUIRRE.
REGISTERED LAND SURVEYOR NO. 3354
STATE OF FLORIDA.

UPDATES/ REVISIONS		BY

NOTE: The undersigned and ASSOCIATED ENGRS & SURV. INC make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easement, right-of-way, set back lines, reservations, agreements or other matter of record. this instrument is intended to reflect or set forth only those items shown in the references above.
ASSOCIATED ENGRS & SURV, INC. did not research the publics records matters effecting the land shown.
NOTE: this instruments is the property of ASSOCIATED ENGRS & SURV. and shall not be reproduced in whole or insert without written permission of ASSOCIATED ENGRS. & SURV, INC.

DRAWN BY:	CHECKED BY:	F.B.- P.G.-	JOB NO.: 86-03

BK 1754 PG 0814

ASSOCIATED ENGINEERS & SURVEYORS, INC.

STUDIES, DESIGN, INSPECTION SERVICES, LAND SURVEYING.
4001 S. UNIVERSITY DR. SUITE 220 DAVIE, FL 33328 PHONE 305-434-5521

EASEMENT
EXHIBIT "B"
SUNSET KEY APARTMENTS

LEGAL DESCRIPTION OF UTILITY EASEMENT
SHEET 2 OF 4

- SKETCH AND DESCRIPTION -

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC REPRESENTATION OF THE DESCRIPTION SHOWN HEREON.

EASEMENT

A portion of Parcel 2, a replat of Tract 17, Springtree, according to the Plat thereof as recorded in Plat Book 79 at Page 6 of the Public Records of Broward County, Florida, being more particularly described as follows:

A strip of land 15.00 feet wide, lying 7.50 feet at each side of the following described centerline:

Commence at the Southwest corner of said parcel 2; thence run N. 0°0'20" E. a distance of 176.43 feet to the point of beginning of the herein described centerline; thence S. 89°01'56" E. a distance of 145.00 feet; to point W-1; thence N. 0°58'04" E. a distance of 15.00 feet to a terminus point; thence continuing from point W-1, run S. 89°01'56" E. a distance of 15.00 feet; thence S. 44°01'56" E a distance of 57.66 feet; thence N. 81°01'03" E. a distance of 100.00 feet; thence N. 64°11'22" E. a distance of 85.00 feet to point W-2; thence N. 25°48'38" W. a distance of 15.00 feet to a terminus point; thence continuing from point W-2, run N. 64°11'22" E. a distance of 77.86 feet; thence N. 82°32'01" E. a distance of 139.00 feet to point W-3; thence N. 0°0'22" E. a distance of 153.37 feet to a terminus point; thence continuing from point W-3, run N. 89°00'43" E. a distance of 101.36 feet to point W-4; thence N.0°59'07" W. a distance of 15.00 feet to a terminus point; thence continue from point W-4, run N. 89°00'43" E. a distance of 15.00 feet; thence S. 89°58'50" E. a distance of 410.00 feet to point W-5; thence N. 0°01'10" W. a distance of 15.00 feet to a terminus point; thence continuing from point W-5, run S. 89°58'50" E. a distance of 118.30 feet; thence N. 11°35'32" E. a distance of 33.36 feet to the point of termination of this centerline.

Said lands situate, lying and being in the City of Sunrise, Broward County, Florida.

BK17541PG0815

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

NOTE: FOR SKETCH OF EASEMENT SEE SHEET 1 OF 4.

I HEREBY CERTIFY:
THAT THE ATTACHED SKETCH AND DESCRIPTION CONFORMS TO CHAPTER 21HH-6.06 (1)(FLORIDA ADMINISTRATIVE CODE), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS DRAWING IS NOT VALID UNLESS IT BEARS AN ORIGINAL SEAL & SIGNATURE

FRANCISCO A. AGUIRRE.
REGISTERED LAND SURVEYOR NO. 3354
STATE OF FLORIDA.

UPDATES/ REVISIONS		BY

NOTE: The undersigned and ASSOCIATED ENGRS & SURV. INC make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easement, right-of-way, set back lines, reservations, agreements or other matter of record. this instrument is intended to reflect or set forth only those items shown in the references above.
ASSOCIATED ENGRS & SURV, INC. did not research the publics records matters effecting the land shown.
NOTE: this instruments is the property of ASSOCIATED ENGRS & SURV. and shall not be reproduced in whole or insert without written permission of ASSOCIATED ENGRS. & SURV, INC.

	DRAWN BY:	CHECKED BY:	F.B.- P.G.-	JOB NO. 86-03

ASSOCIATED ENGINEERS & SURVEYORS, INC.

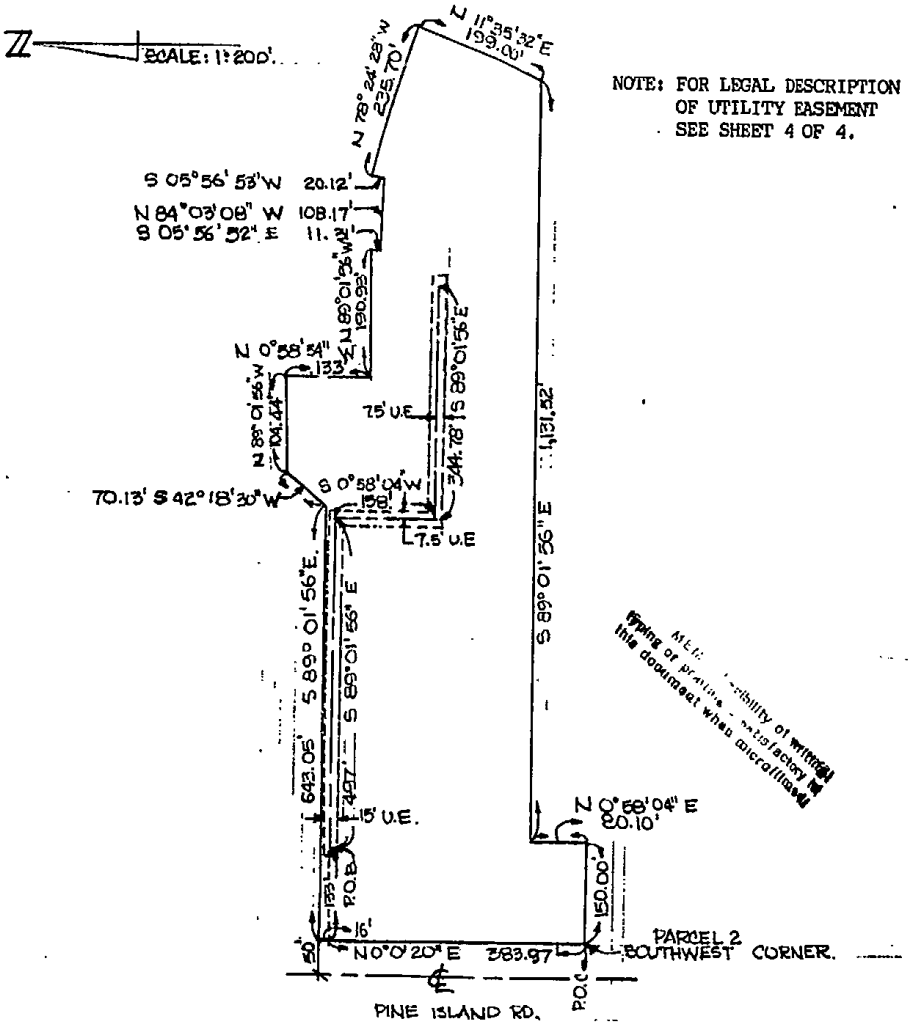
STUDIES, DESIGN, INSPECTION SERVICES, LAND SURVEYING.
4001 S. UNIVERSITY DR. SUITE 220 DAVIE, FL 33328
PHONE 305-434-8821

EASEMENT
EXHIBIT "B"
SUNSET KEY APARTMENTS

SKETCH OF UTILITY EASEMENT
SHEET 3 OF 4

- SKETCH AND DESCRIPTION -

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC REPRESENTATION OF THE DESCRIPTION SHOWN HEREON.



NOTE: FOR LEGAL DESCRIPTION OF UTILITY EASEMENT SEE SHEET 4 OF 4.

Missing or illegible when filed
This document was microfilmed

BK 17541 PG 0816

I HEREBY CERTIFY:
THAT THE ATTACHED SKETCH AND DESCRIPTION CONFORMS TO CHAPTER 21HH-6.06 (1)(FLORIDA ADMINISTRATIVE CODE), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS DRAWING IS NOT VALID UNLESS IT BEARS AN ORIGINAL SEAL & SIGNATURE

FRANCISCO A. AGUIRRE
REGISTERED LAND SURVEYOR NO. 3354
STATE OF FLORIDA.

UPDATES/REVISIONS		BY

NOTE: The undersigned and ASSOCIATED ENGRS & SURV. INC make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easement, right-of-way, set back lines, reservations, agreements or other matter of record. this instrument is intended to reflect or set forth only those items shown in the references above.
ASSOCIATED ENGRS & SURV, INC. did not research the publics records matters effecting the land shown.
NOTE: this instruments is the property of ASSOCIATED ENGRS & SURV. and shall not be reproduced in whole or insert without written permission of ASSOCIATED ENGRS. & SURV, INC.

SCALE: 1" 200'	DRAWN BY: M.J.	CHECKED BY: F.A.A.	F.B.- P.G.-	JOB NO.: 86-03

ASSOCIATED ENGINEERS & SURVEYORS, INC.

STUDIES, DESIGN, INSPECTION SERVICES, LAND SURVEYING.
4001 S. UNIVERSITY DR. SUITE 220 DAVIE, FL 33328 PHONE 305-434-5521

EASEMENT
EXHIBIT "B"
SUNSET KEY APARTMENTS

LEGAL DESCRIPTION OF UTILITY EASEMENT
SHEET 4 OF 4

- SKETCH AND DESCRIPTION -

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC REPRESENTATION OF THE DESCRIPTION SHOWN HEREON.

EASEMENT

A portion of Parcel 2, a replat of Tract 17, Springtree, according to the Plat thereof as recorded in Plat Book 79 at Page 6 of the Public Records of Broward County, Florida, being more particularly described as follows:

A strip of land 15.00 feet wide, lying 7.50 feet at each side of the following described centerline:

Commence at the Southwest corner of said Parcel 2; thence run N. 0°0'20" E. a distance of 383.97 feet; thence S. 89°01'56" E. a distance of 133.00 feet to the point of beginning of the herein described centerline; thence continue S. 89°01'56" E. a distance of 497.00 feet; thence S. 0°58'04" W. a distance of 158.00 feet; thence S. 89°01'56" E. a distance of 344.78 feet to the point of termination of said centerline.

Said lands situate, lying and being in the City of Sunrise, Broward County, Florida.

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

BK17541PG0817

NOTE: FOR SKETCH OF EASEMENT SEE SHEET 3 OF 4.

I HEREBY CERTIFY:
THAT THE ATTACHED SKETCH AND DESCRIPTION CONFORMS TO CHAPTER 21HH-6.05 (1)(FLORIDA ADMINISTRATIVE CODE), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS DRAWING IS NOT VALID UNLESS IT BEARS AN ORIGINAL SEAL & SIGNATURE

FRANCISCO A. AGUIRRE,
REGISTERED LAND SURVEYOR NO. 3354
STATE OF FLORIDA.

UPDATES/REVISIONS		BY

NOTE: The undersigned and ASSOCIATED ENGRS & SURV. INC make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easement, right-of-way, set back lines, reservations, agreements or other matter of record. this instrument is intended to reflect or set forth only those items shown in the references above.
ASSOCIATED ENGRS & SURV, INC. did not research the publics records matters effecting the land shown.
NOTE: this instruments is the property of ASSOCIATED ENGRS & SURV. and shall not be reproduced in whole or insert without written permission of ASSOCIATED ENGRS. & SURV, INC.

DRAWN BY:	CHECKED BY:	F.B.- P.G.-	JOB NO. 86-03

CFN # 110457068, OR BK 48399 Page 1852, Page 1 of 4, Recorded 12/23/2011 at 04:25 PM, Broward County Commission, Deputy Clerk ERECORD

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this 9 day of Dec, 2011 by and between Comcast of Greater Florida/Georgia, Inc., its successors and assigns, hereinafter referred to as "Grantee" and Held Limited Partnership, hereinafter referred to as "Grantor".

Grantor and Grantee are parties to a Services Agreement dated Dec 9, 2011, pursuant to which Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar ($1.00), Grantor(s), owner(s) of the Premises described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in County of Broward, State of Florida, described as follows:

LEGAL DESCRIPTION:
(See Attached)

Grantor(s) agree(s) for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST:

Name: NEIL C. HELD

Held Limited Partnership

By: Ruth Held, T.T.E.E.

Name: Ruth Held

Title: Trustee

GRANTEE

ATTEST:

Name: Michelle Bellantyne

Comcast of Greater Florida/Georgia, Inc.

By:

Name: ~~Ronald~~ Hummel

Title: Regional VP of Commercial Development

mh

STATE OF Florida)
) ss.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 10th day of November, 2011 by Ruth Held, the Trustee of Held Limited Partnership, on behalf of said entity. She is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

John B. Curl
JOHN B. CURL Notary Public
(Print Name)

My commission expires: 7/10/2014

JOHN B. CURL
MY COMMISSION # EE 007373
EXPIRES: July 10, 2014
Bonded Thru Notary Public Underwriters

STATE OF Florida)
) ss.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 9 day of December, 2011 by Ronald Hummel, Regional VP of Conmmercial Development, of Comcast of Greater Florida/Georgia, Inc., on behalf of said entity. He is personally known to me and did not take an oath.

Witness my hand and official seal.

CATHERINE VARGAS
MY COMMISSION # EE29300
EXPIRES: November 26, 2014
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

Catherine Vargas Notary Public
(Print Name)

My Commission expires: Nov. 26, 2014

Horizons Apartments - Owner

LEGAL DESCRIPTION Folio 4941-21-04-0010

4108 N Pine Island Road Sunrise FL 33351

A portion of Parcel 1 of the Plat entitled "A Replat of Tract 17 Springtree," as recorded in Plat Book 79, page 6, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northernmost corner of said Parcel 1, thence S.00°00'20"W., along the west line of said Parcel 1, a distance of 897.20 feet to the Point of Beginning; thence continue S.00°00'20"W., along said line, a distance of 22.18 feet to a point lying on the northerly line of a 20.00 foot drainage easement, as shown on said Plat; thence S.89°59'40"E., along said northerly line, a distance of 200.87 feet; thence N.49°11'01"W., a distance of 87.95 feet; thence S.24°58'16"W., a distance of 17.00 feet; thence N.61°14'37"W., a distance of 46.56 feet; thence S.00°00'20"W., a distance of 42.29 feet; thence N.89°59'40" W., a distance of 86.30 feet to the Point of Beginning.

TOGETHER WITH:

A portion of "Parcel 1" of the replat of Tract 17, Springtree, according to the Plat thereof as recorded in Plat Book 79, at page 6, of the Public Records of Broward County, Florida, being more particularly described as follows: Beginning at the Northernmost corner of said "Parcel 1" thence S.00°00'20"W., along the west line of said "Parcel 1" a distance of 846.40 feet; thence N 89°55'28" E, a distance of 70.60 feet; thence S 61°14'37" E, a distance of 64.47 feet; thence N 24°58'16" E, a distance of 17.00 feet; thence S 49°11'01" E, a distance of 94.86 feet; thence N 87°23'02" E, a distance of 67.77 feet; thence S 62°23'15" E, a distance of 180.52 feet; thence N 27°51'26" E, a distance of 177.94 feet to a point lying on the East line of said "Parcel 1"; thence N 31°23'07" W, along the East line of said "Parcel 1" a distance of 992.38 feet to the Point of Beginning. Together with the following legally described property: Commencing at the Northernmost corner of said "Parcel 1"; thence S 00°00'20" W, along the West line of said "Parcel 1" a distance of 846.40 feet to the Point of Beginning; thence continue S 00°00'20" W, a distance of 50.80 feet; thence S 89°59'40" E, a distance of 86.30 feet; thence N 00°00'20" E, a distance of 42.29 feet thence N 61°14'37" W, a distance of 17.91 feet; thence S 89°55'28" W, a distance of 70.60 feet to the Point of Beginning;

together with the benefits of an easement over adjoining property pursuant to an easement filed 1/19/81 in O.R. Book 9362, Pg. 12 of the Public Records of Broward County, Fla.

THIS IS NOT A COPY

CFN # 110457150, OR BK 48400 Page 26, Page 1 of 4, Recorded 12/23/2011 at 04:36 PM, Broward County Commission, Deputy Clerk ERECORD

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this 9 day of Dec, 2011 by and between Comcast of Greater Florida/Georgia, Inc., its successors and assigns, hereinafter referred to as "Grantee" and Held Limited Partnership, hereinafter referred to as "Grantor".

Grantor and Grantee are parties to a Services Agreement dated Dec 9, 2011, pursuant to which Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar ($1.00), Grantor(s), owner(s) of the Premises described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in County of Broward, State of Florida, described as follows:

LEGAL DESCRIPTION:
(See Attached)

Grantor(s) agree(s) for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST:

Name: NEIL C. HELD

Held Limited Partnership

By: Ruth Held, T.T.E.E.

Name: Ruth Held

Title: Trustee

GRANTEE

ATTEST:

Name: Michelle Bellantoni

Comcast of Greater Florida/Georgia, Inc.

By:

Name: ~~Ronald~~ Hummel

Title: Regional VP of Commercial Development

mh

STATE OF Florida)
) ss.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 10th day of November, 2011 by Ruth Held, the Trustee of Held Limited Partnership, on behalf of said entity. She is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

John B. Curl
JOHN B. CURL Notary Public
(Print Name)

My commission expires: 7/10/2014

JOHN B. CURL
MY COMMISSION # EE 007373
EXPIRES: July 10, 2014
Bonded Thru Notary Public Underwriters

STATE OF Florida)
) ss.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 9 day of December, 2011 by Ronald Hummel, Regional VP of Conmmercial Development, of Comcast of Greater Florida/Georgia, Inc., on behalf of said entity. He is personally known to me and did not take an oath.

Witness my hand and official seal.

CATHERINE VARGAS
MY COMMISSION # EE29300
EXPIRES: November 26, 2014
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

Catherine Vargas Notary Public
(Print Name)

My Commission expires: Nov. 26, 2014

Horizons Apartments - Owner

LEGAL DESCRIPTION Folio 4941-21-04-0010

4108 N Pine Island Road Sunrise FL 33351

A portion of Parcel 1 of the Plat entitled "A Replat of Tract 17 Springtree," as recorded in Plat Book 79, page 6, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northernmost corner of said Parcel 1, thence S.00°00'20"W., along the west line of said Parcel 1, a distance of 897.20 feet to the Point of Beginning; thence continue S.00°00'20"W., along said line, a distance of 22.18 feet to a point lying on the northerly line of a 20.00 foot drainage easement, as shown on said Plat; thence S.89°59'40"E., along said northerly line, a distance of 200.87 feet; thence N.49°11'01"W., a distance of 87.95 feet; thence S.24°58'16"W., a distance of 17.00 feet; thence N.61°14'37"W., a distance of 46.56 feet; thence S.00°00'20"W., a distance of 42.29 feet; thence N.89°59'40" W., a distance of 86.30 feet to the Point of Beginning.

TOGETHER WITH:

A portion of "Parcel 1" of the replat of Tract 17, Springtree, according to the Plat thereof as recorded in Plat Book 79, at page 6, of the Public Records of Broward County, Florida, being more particularly described as follows: Beginning at the Northernmost corner of said "Parcel 1" thence S.00°00'20"W., along the west line of said "Parcel 1" a distance of 846.40 feet; thence N 89°55'28" E, a distance of 70.60 feet; thence S 61°14'37" E, a distance of 64.47 feet; thence N 24°58'16" E, a distance of 17.00 feet; thence S 49°11'01" E, a distance of 94.86 feet; thence N 87°23'02" E, a distance of 67.77 feet; thence S 62°23'15" E, a distance of 180.52 feet; thence N 27°51'26" E, a distance of 177.94 feet to a point lying on the East line of said "Parcel 1"; thence N 31°23'07" W, along the East line of said "Parcel 1" a distance of 992.38 feet to the Point of Beginning. Together with the following legally described property: Commencing at the Northernmost corner of said "Parcel 1"; thence S 00°00'20" W, along the West line of said "Parcel 1" a distance of 846.40 feet to the Point of Beginning; thence continue S 00°00'20" W, a distance of 50.80 feet; thence S 89°59'40" E, a distance of 86.30 feet; thence N 00°00'20" E, a distance of 42.29 feet thence N 61°14'37" W, a distance of 17.91 feet; thence S 89°55'28" W, a distance of 70.60 feet to the Point of Beginning;

together with the benefits of an easement over adjoining property pursuant to an easement filed 1/19/81 in O.R. Book 9362, Pg. 12 of the Public Records of Broward County, Fla.

THIS IS NOT A CERTIFIED COPY

73- 86658

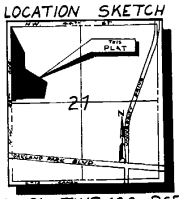
PLAT BOOK 79 , PAGE 6

A Replat of Tract 17 SPRINGTREE

A RE-SUBDIVISION IN SECTION 21, TWP. 49 S., RGE. 41 E.
CITY OF SUNRISE, BROWARD COUNTY, FLORIDA

DAVIS AND CRAVEN INC.
CIVIL ENGINEERS — LAND SURVEYORS
1699 E. OAKLAND PARK BLVD.
FORT LAUDERDALE FLORIDA

LOCATION SKETCH



SEC. 21, TWP. 49 S., RGE. 41 E.

SCALE IN FEET (1 IN. = 100 FT.)
100 0 100 200 300 400 500

NOTES:
- ⊙ INDICATES PERMANENT REFERENCE MONUMENT.
- ALL BEARINGS SHOWN HEREON ARE ASSUMED MERIDIAN.

CHAMBERS LAND CO. SUB. (P.B. 1, PG. 5-A)

N.W. 88TH AVE.

N.W. CORNER OF SEC. 21
N 89°03'21"W 53.00
N 00°00'20"E 125.57

LIMITS OF THIS PLAT
N 00°00'20" E 1141.37
N 00°00'20"E 929.38
N 00°00'20"E 430.01
20' DRAINAGE EASEMENT
10' UTILITY EASEMENT
20' DRAINAGE EASEMENT
10'
10'
S 89°01'54"W 629.93
PARCEL-1
PARCEL-2
20' DRAINAGE EASEMENT
S 31°42'01"E 1080.73
SPRINGTREE (PB. 75, PG. 49)
610.14 S 00°54'38"W
LIMITS OF THIS PLAT
446.26 N 27°31'26"E
S 62°08'34"E 317.14
SPRINGTREE (PB. 75, PG. 49)
S 62°08'34"E 113.63
S 62°08'34"E
80'
478.61 S 11°35'32"W
LIMITS OF THIS PLAT
FLA. FRUIT LANDS CO.'s SUB NO. 1 (PB. 2, PG. 17, DADE)
SPRINGTREE (PB. 75, PG. 49)
LIMITS OF THIS PLAT
1131.32 N 89°01'54"W
80.01 S 00°28'04"E

DESCRIPTION:

TRACT 17 OF SPRINGTREE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78, PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

COUNTY COMPTROLLER:

STATE OF FLORIDA S.S. I HEREBY CERTIFY THAT THE ATTACHED PLAT COMPLIES WITH COUNTY OF BROWARD THE PROVISIONS OF "AN ACT TO REGULATE THE MAKING OF SURVEYS AND FILING FOR RECORD OF MAPS IN THE STATE OF FLORIDA", APPROVED BY THE GOVERNOR THE 27TH DAY OF JUNE, A.D. 1971.
THIS PLAT WAS ACCEPTED FOR RECORD BY THE BOARD OF COMMISSIONERS OF BROWARD COUNTY, FLORIDA THIS 24TH DAY OF April A.D. 1973.
JACK WHEELER, COUNTY COMPTROLLER

BY: Jeanette M. Nagy DEPUTY

THIS INSTRUMENT FILED FOR RECORD THIS 25th DAY OF June A.D. 1973, AND RECORDED IN BOOK 79 OF PLATS AT PAGE 6, RECORD VERIFIED.
JACK WHEELER, COUNTY COMPTROLLER

BY: Claude Barrett DEPUTY

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA S.S. I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION
COUNTY OF BROWARD OF THE LANDS SURVEYED AND DESCRIBED HEREON AND THAT THE SURVEY AND PLAT WERE MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
THE P.R.M.'s AS SHOWN ON THIS PLAT HAVE BEEN SET WHERE INDICATED

HUGH A. DAVIS
REG. LAND SURVEYOR NO. 978
STATE OF FLORIDA

COUNTY ENGINEER & CITY ENGINEER:

THIS PLAT OF "A REPLAT OF TRACT 17 SPRINGTREE." IS HEREBY APPROVED AND ACCEPTED FOR RECORD.

KENNETH E. BURDICK, P.E., CITY ENGINEER
FLORIDA REG. NO. 18694

JOHN M. GERREN JR. P.E. COUNTY ENGINEER
FLORIDA REG. NO. 6892

AREA PLANNING BOARD:

THIS IS TO CERTIFY THAT THE BROWARD COUNTY AREA PLANNING BOARD APPROVED THIS PLAT WITH REGARD TO DEDICATION OF RIGHTS-OF-WAY FOR TRAFFIC WAYS BY RESOLUTION ADOPTED THIS 28TH DAY OF MARCH A.D. 1973

J. Merle Henderson 4/16/73

CITY COUNCIL:

CITY COUNCILS APPROVAL: THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD BY THE COUNCIL OF THE CITY OF SUNRISE IN AND BY RESOLUTION ADOPTED BY SAID COUNCIL THIS 16TH DAY OF MARCH, A.D. 1973, AND IN ACCEPTING THIS PLAT ALL PREVIOUS PLATS OF SAID LANDS ARE HEREBY CANCELLED AND SUPERSEDED.
IN WITNESS WHEREOF, THE SAID COUNCIL HAS CAUSED THESE PRESENTS TO BE ATTESTED BY ITS CLERK THE CORPORATE SEAL TO BE AFFIXED THIS 13TH DAY OF MARCH A.D. 1973.

ATTEST: CITY CLERK, CITY OF SUNRISE

BY: COUNCIL PRESIDENT

DEDICATION:

STATE OF FLORIDA S.S. KNOW ALL MEN BY THESE PRESENTS THAT JANIS DEVELOPMENT CORP.
COUNTY OF BROWARD OWNER OF THE LANDS DESCRIBED HEREON, AND RICHARD I. DONNER AND RAYMOND TRACHT, TRUSTEES OWNERS AND HOLDERS OF CERTAIN MORTGAGES ON THE LANDS DESCRIBED HEREON, HAVE CAUSED SAID LANDS TO BE SURVEYED, SUBDIVIDED AND PLATTED IN THE MANNER HEREON SHOWN, SAID PLAT TO BE KNOWN AS "A REPLAT OF TRACT 17 SPRINGTREE" ALL DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON ARE DEDICATED FOR PERPETUAL USE FOR THE PUBLIC FOR PROPER PURPOSES.
IN WITNESS WHEREOF, JANIS DEVELOPMENT CORP. HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND SECRETARY THIS 16TH DAY OF MARCH A.D. 1973.

Rita C. Hampton WITNESS
Bernard Janis BERNARD JANIS, PRESIDENT
WITNESS
JAY JANIS, SECRETARY

IN WITNESS WHEREOF I HEREBY SET MY HAND AND AFFIX MY SEAL THIS 26TH DAY OF MARCH A.D. 1973.

WITNESS
WITNESS
RICHARD I. DONNER, TRUSTEE

IN WITNESS WHEREOF I HEREBY SET MY HAND AND AFFIX MY SEAL THIS 26th DAY OF MARCH A.D. 1973.

WITNESS
WITNESS
Raymond Tracht RAYMOND TRACHT, TRUSTEE

ACKNOWLEDGEMENT:

STATE OF FLORIDA S.S. I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME,
COUNTY OF BROWARD AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, BERNARD JANIS AND JAY JANIS PRESIDENT AND SECRETARY, RESPECTIVELY OF JANIS DEVELOPMENT CORP. AND THEY ACKNOWLEDGED BEFORE ME THE EXECUTION OF THE FOREGOING PLAT AND INSTRUMENT OF DEDICATION FOR THE PURPOSES AND USES THEREIN EXPRESSED.
WITNESS MY HAND AND OFFICIAL SEAL AT FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, THIS 16TH DAY OF MARCH A.D. 1973.

MY COMMISSION EXPIRES: 12-3-74

Rita C. Hampton NOTARY PUBLIC

ACKNOWLEDGEMENT:

STATE OF NEW YORK S.S. I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME,
COUNTY OF NEW YORK AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, RICHARD I. DONNER AND RAYMOND TRACHT, AS TRUSTEES, AND THEY ACKNOWLEDGED BEFORE ME THE EXECUTION OF THE FOREGOING PLAT AND INSTRUMENT OF DEDICATION FOR THE PURPOSES AND USES THEREIN EXPRESSED.
WITNESS MY HAND AND OFFICIAL SEAL AT NEW YORK, NEW YORK COUNTY, NEW YORK, THIS 26TH DAY OF March A.D. 1973

MY COMMISSION EXPIRES:

NOTARY PUBLIC

74-203463

D E C L A R A T I O N

OF

C O N D O M I N I U M

OF

PEBBLE SPRINGS CONDOMINIUM "A", INC.

A CONDOMINIUM

LOCATED AT N. W. 88th Avenue, North of
Oakland Park Boulevard, CITY OF SUNRISE,
BROWARD COUNTY,
FLORIDA

DEFINITIONS

As used in this Declaration of Condominium, unless the context otherwise requires, the following definitions shall prevail:

Assessments: Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

Association: Association or Corporation means the entity responsible for the operation of this condominium, which entity is PEBBLE SPRINGS CONDOMINIUM "A", INC.

By-Laws: By-Laws means the by-laws of said corporation as they exist from time to time.

Common Elements: Common Elements means the elements not being parts of the units, for which the unit owners are liable to the Association, as further defined on Page 5 of the Declaration.

Common Expenses: Common Expenses means the expenses for which the unit owners are liable to the Association.

Common Surplus: Common Surplus means the excess of all receipts of the Association, including, but not limited to assessments, rent, profits and revenues on account of the common elements, over the amount of common expenses.

Condominium Parcel: Condominium Parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

Condominium Property: Condominium Property means the land hereinafter submitted to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

'74 SEP 24 AM 9:40

OFF. REC. 5342 PAGE 15

This Instrument Was Prepared By:
RICHARD J. HAYS
508 Ainsley Building
Miami, Florida 33132

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRONOWERG, 508 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

10600

Limited Common Elements: Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

Condominium Unit: Condominium unit means a part of the condominium property which is to be subject to private ownership.

Unit Owner or Parcel Owner: Unit owner or parcel owner means the owner of a condominium parcel.

WHEREAS, SPRING-MANK VENTURE, a joint venture of Sidney Mank Enterprises, Inc., and MGIC-Janis Properties, Inc., hereinafter referred to as the "Developer" owns certain real property herein described; and

WHEREAS, said Developer has improved or will improve the property hereinafter described by constructing thereon one (1) multi-family structure containing a total number of twelve (12) apartments or units, which structures have been or will be constructed substantially in accordance with the plans and specifications prepared by JAMES K. LEE, Architect, Fort Lauderdale, Florida, filed with the Building Department of the City of Sunrise, Florida;

(See legal description attached as Exhibit 2)

NOW, THEREFORE, the Developer does, pursuant to the provisions of the Condominium Act, being Chapter 711, Florida Statutes, hereby make this Declaration as to the following matters:

(A) The Developer does hereby submit the above described property and improvements thereon to condominium ownership.

(B) The name by which this condominium is to be identified is:

PEBBLE SPRINGS CONDOMINIUM "A", INC.

a condominium.

(C) The legal description of the land included in this condominium is set forth above.

(D) Each condominium unit is identified by a different number, so that no unit bears the same designation as any other unit, such designated numbers being shown on such units as contained in the exhibits attached hereto.

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 606 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

(E) Attached hereto, made a part hereof, and marked Exhibit No. 2, is a survey of the land and a graphic description of the improvements in which units are located, and a plot plan thereof which, together with this Declaration, identify the common elements, the limited common elements, each unit and their relative locations and approximate dimensions.

(F) The undivided shares, stated in percentages, in the common elements which are appurtenant to each the units are as follows:

BUILDING NO.	APT. NO.	UNIT SHARE
1	1A	9.112
1	1B	8.263
1	1C	7.625
1	1D	7.625
1	1E	8.263
1	1F	9.112
1	2A	9.112
1	2B	8.263
1	2C	7.625
1	2D	7.625
1	2E	8.263
1	2F	9.112

(G) The proportions or percentages and manner of sharing common expenses and owning common surplus are as follows: Each unit owner shall bear and be responsible for such portion of the common expenses as is equal to the percentage of his unit's share of the common elements hereinabove set forth in paragraph (F); and, similarly, each unit owner shall own an undivided interest in the common surplus equal to the aforesaid respective percentage in the common elements.

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(H) Voting rights of owners of units are set forth in the By-Laws of the Association.

(I) The method of amendment of this Declaration is set forth hereinafter in this Declaration; provided, however, that notwithstanding said method of amendment of this Declaration, the Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units so long as the Developer owns the units so altered, and if more than one unit is involved in any such change made by the Developer, then the Developer shall apportion between or among each unit the respective shares of the common elements which are appurtenant to such units, and any amendment of this Declaration reflecting such changes by the Developer need be signed and acknowledged only by the Developer and need not be signed or approved by the Association, unit owners, lienors or mortgagees of the units or of the condominium. If any unit which will be affected by the foregoing reservation of the Developer to make changes thereto is encumbered by a mortgage, then no such change shall be made to such unit without the prior written consent of the mortgagee.

(J) The By-Laws are those of the Association, a copy of which is attached hereto and made a part hereof.

(K) The name of the association is PEBBLE SPRINGS CONDOMINIUM "A", INC.

(L) Additional provisions of this Declaration are as follows:

1. Each of the units shall constitute a separate freehold estate consisting of the area or space contained within the following boundaries.

   i. Horizontal Boundaries.

      The upper and lower boundaries of the units shall be:

      Upper Boundary - The plane of the undersurface of the P.S.I. concrete roof beams.

      Lower Boundary - The plane of the undersurface of the floor slab.

   ii. Vertical Boundaries.

      The vertical boundaries of the units shall be:

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Exterior Building Walls - The exterior of the outside walls of the building bounding a unit and where there is attached to the building a loggia, terrace, canopy or other portion of the building serving only the unit being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereof.

Interior Building Walls - The center line of the wall bounding a unit.

2. The common elements shall include all of the property hereinabove described other than the condominium units and shall also include, without limitation, all portions of the multi-family building lying outside of the boundaries of the units, and all conduits, pipes, ducts, plumbing, wiring and other facilities, and if any of the same shall pass through a unit or units, then such common elements shall also include easements through such units for maintenance, repair and replacement thereof; provided, however, that all of the foregoing constituting the common elements is expressly limited to those elements common to or serving more than one unit, so that the common elements do not include conduits, pipes, ducts, plumbing, wiring, air conditioning equipment or any other facilities which service or apply to only one unit although located in the common elements.

3. Limited common elements shall mean and include those portions of the common elements consisting of the designated automobile parking spaces and driveways, as shown on the exhibits attached hereto.

4. From and after the time that the Developer shall cease to own any of the units in this condominium the respective undivided shares of the common elements assigned to the unit owners in this Declaration, as it may be amended pursuant to the terms hereof, shall not be changed except with the unanimous consent of all unit owners and mortgagess.

5. No unit may be divided or subdivided into a smaller unit than as shown on Exhibit 2 attached hereto, nor shall any portion thereof be added to or incorporated into any other unit. The undivided interest in the common elements declared to be an appurtenance to each unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from said unit, and the undivided interest in common elements appurtenant to each unit, shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such unit. Any instrument conveying, devising, encumbering or otherwise dealing with any unit which describes said unit by the unit number assigned thereto in Exhibit 2 without limitation or exception, shall be deemed and construed to affect the entire unit and its appurtenant undivided interest in the common

OFF REC 5[illegible] PAGE [illegible]

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elements. Nothing herein contained shall be construed as limiting or preventing ownership of any unit and its appurtenant undivided interest in the common elements by more than one person or entity.

6. The common elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of units in this condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended subject, however, to rules and regulations established by the Association.

7. If any unit shall encroach upon any common element for any reason not caused by the purposeful or negligent act or omission of the unit owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment for so long as such encroachment shall naturally exist; and if any portions of the common elements shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the common elements into such unit for so long as such encroachment shall naturally exist.

8. The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

9. The owner of each unit shall have an exclusive easement for the use of the air space occupied by said unit as it exists at any particular time and as said unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

10. The Association shall administer, operate and manage this condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation and the By-Laws of said corportation. A true copy of the Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as Exhibits 1 and 3 respectively. The owner of each unit shall automatically become a member of the Association upon his acquisition of an ownership interest in title to any unit and its appurtenant undivided interest in common elements and limited common elements, and the membership of such owner shall terminate automatically upon his being divested of such ownership interest in the title to such unit, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any unit shall be entitled, by

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virtue of such lien, mortgage or other encumbrance, to membership in the Association, or to any of the rights or privileges of such membership. In the administration, operation and management of this condominium, said Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the units, common elements and limited common elements as the Board of Directors of the Association may deem to be in the best interests of this condominium. The owner (whether consisting of one or more persons or entities) of each unit shall be entitled to one vote at any meeting or in any other action of the Association, as more fully set forth in its By-Laws.

11. Each unit is hereby restricted to residential use by the owner thereof, his immediate family, guests and invitees. No owner of any unit shall permit use of the same for transient, hotel or commercial purposes.

12. Every owner of a condominium parcel does hereby agree that he shall accept membership in the Association and does hereby agree to be bound by the By-Laws, including Rules and Regulations of the Association, the Certificate of Incorporation of the Corporation, and this Declaration, and to pay the assessments the Association requires to be paid; it being understood and agreed that the owner's agreement to accept membership in the Association and to be bound by said By-Laws, Rules and Regulations, Certificate of Incorporation and this Declaration, and to pay assessments was part of the consideration for the sale by the Developer of the particular condominium parcel and for each succeeding transfer thereof.

13. No immoral, improper, offensive or unlawful use shall be made of any unit or of the common elements, or of the limited common elements, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of this condominium shall be observed. No owner of any unit shall permit or suffer anything to be done or kept in his unit, or on the common elements or on the limited common elements, which will increase the rate of insurance on the condominium, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a unit, or which interferes with the peaceful possession and proper use of any other unit, or the common elements, or the limited common elements.

14. In case of any emergency originating in or threatening any unit, regardless of whether the owner is present at

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the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under the control of the Association a key to his unit.

15. Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration or repair to any portion of the common elements, or to go upon any limited common elements for such purpose, the owner of each unit shall permit the duly authorized agent of the Association to enter such unit, or to go upon the limited common elements constituting an appurtenance to any such unit, for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

16. No owner of a unit shall permit to be made any structural modification or alteration in his unit without first obtaining the written consent of the Association. No owner shall cause any improvements or changes to be made to the exterior of the building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the building, or in any manner change the appearance of any portion of the building not within the boundaries of his unit, without the written consent of the Association being first had and obtained.

17. The Association shall have the right to make or cause to be made such alterations or improvements to the common elements which do not prejudice the rights of the owner of any unit, provided the making of such alterations and improvements are approved by the Board of Directors of the Association. The cost of such alterations or improvements shall be assessed as common expenses to be assessed and collected from all of the owners of units. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a unit or units requesting same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the unit or units exclusively or substantially exclusively benefitted, and the assessment shall be levied in such proportion as may be determined by the Board of Directors of the Association.

18. The owner, at his expense, shall maintain and keep in repair the interior of his unit, including the fixtures thereof and the conduits, pipes, ducts, plumbing,

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wiring, air conditioning equipment and any other facilities which service or apply to his unit although located in the common elements. The owner of each unit must promptly correct any condition within his unit (or in the common elements if the condition requiring correction is one which the owner is obligated to repair) which, if left uncorrected, would adversely affect the apartment building or any part thereof belonging to another unit owner. If the building or any other unit owner should sustain damages because of another owner's failure to correct a condition the correction of which is his responsibility, such defaulting owner shall be liable and responsible for the damages and liability which his action or non-action occasioned.

19. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the common elements and limited common elements, including those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements and the limited common elements for the furnishing of utility services to the units and the common elements and limited common elements, but such responsibility of the Association for maintenance, repair and replacement shall not extend to any conduits, pipes, ducts, plumbing, wiring, air conditioning equipment or other facilities which service or apply to an individual unit although located in the common elements. Should any incidental damage be caused to any unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any common element or limited common element, the Association shall, at its expense, repair such incidental damage. Notwithstanding the foregoing duty of the Association for maintenance, repair and replacement, the Association shall not be liable (other than for the cost of maintenance, repair and replacement) for any injury or damage caused by the elements or other casualty or by any latest condition of the property to be maintained by the Association.

20. Upon his acquiring ownership of a unit, the unit owner shall have the exclusive right to use the parking space designated with the same number as that of his unit, and such exclusive right shall be an appurtenance to said unit.

The aforesaid limited common elements consisting of the aforesaid exclusive right to use a designated parking space and the aforesaid right to use the same shall not be conveyed or encumbered voluntarily or involuntarily, separately from the unit or units to which they are appurtenant. Any conveyance or transfer of, or mortgage or other lien against, a unit shall include the right of the owner of such unit to use the limited common elements, as hereinabove set forth, in the same manner as the respective undivided share of common elements appurtenant to such unit is included.

OFF. REC. 5042 PAGE 24

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 600 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

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21. Risk of loss of or damage to any personal property (other than personal property constituting a portion of the common elements) owned by or in the possession of the owner of a unit which may be in any unit or in or upon common elements or limited common elements shall be borne by such unit owner. The owner of a unit shall have no personal liability for any damages caused by the Association or in connection with the use of the common elements or limited common elements. The owner of a unit shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within his house.

22. The insurance to be carried on the condominium property shall be governed by the following provisions:

i. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and provisions may be made for the issuance of certificates of mortgagee endorsements for the mortgagees and unit owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses.

ii. The coverage for such insurance policies to be carried by the Association shall be as follows:

(1) Casualty insurance covering all of the units, common elements and limited common elements in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, such coverage to afford protection against (a) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and (b) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to those in this condominium, including but not limited to vandalism, malicious mischief, windstorm and war risk insurance, if available;

(2) Public liability and property damage insurance in such amounts and in such form as shall be required by the Association to protect the Association and the owners of all units.

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(3) Workmen's Compensation insurance to meet the requirements of law;

(4) Such other insurance coverage as the Board of Directors of the Association may determine from time to time to be in the best interests of the Association and the owners of all of the units.

iii. Insurance premiums paid by the Association shall be a common expense, as shall be any other fees and expenses incurred by the Association in connection with carrying out these insurance provisions.

iv. The insurance coverage shall be placed with a company or companies authorized to do business in Florida which shall meet the requirements of all mortgagees in interest.

v. All insurance policies purchased by the Association shall be for the benefit of the Association and for the unit owners and mortgagees as their interest may appear, and shall provide that all proceeds coming from property losses shall be paid to the CITY BANK OF LAUDERHILL, Lauderhill, Florida, as Trustee, or to any other bank in Broward County, Florida, with trust powers as may be approved by the Board of Directors of the Association, such trustee being referred to herein as 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 duties 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 unit owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee:

(1) Common elements.

Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share of the common elements appurtenant to his unit.

(2) Units

Proceeds on account of damage to units shall be held in the following undivided shares:

a. If the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit

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owner, which cost shall be determined by the Association.

b. When the building is not to be restored - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(3) Mortgagees.
If a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or contest the determination as to whether the property shall be reconstructed or repaired.

vi. The insurance proceeds received by the Insurance Trustee shall be distributed for the benefit of the beneficial owners in the following manner:

(1) Expenses of the trust.
All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(2) Reconstruction or repair.
If the damage for which the proceeds have been paid is to be repaired or the property reconstructed, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(3) Failure to reconstruct or repair.
If it is determined in a manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired or the property reconstructed, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(4) Certificate.
In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon the certificate of the Association as to the names of the unit owners and their respective shares of the distribution.

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(5) Insurance proceeds which are paid for loss of or damage to personal property belonging to the Association shall be paid by the Insurance Trustee to the Association. The balance remaining after the Association shall have replaced or repaired such lost or damaged personal property or the entire such proceeds if the Association shall determine not to repair or replace such personal property shall be paid to the owners of all units and their respective mortgagees in the same manner as hereinabove provided in subparagraphs (2) and (3) of this paragraph.

vii. Association agent. The Association is hereby irrevocably appointed Agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium unit, to adjust all claims arising from any insurance policy purchased by the Association and to execute and deliver releases upon the payment of claims.

23. i. If any part of the condominium property shall be damaged by casualty, it shall be repaired or reconstructed unless it is determined, as elsewhere provided, within thirty (30) days after the casualty, that the condominium shall be terminated. The Insurance Trustee may rely on a certificate of the Association to determine whether the damaged property is to be repaired or reconstructed.

ii. The damaged portions of the condominium property shall be repaired or reconstructed substantially in accordance with the original plans and specifications applicable to such damaged portions.

iii. If the damage is only to those parts of one unit or items in common elements for which the responsibility for maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair shall be that of the Association.

iv. The Board of Directors of the Association shall obtain reliable and detailed estimates of the cost of repair and reconstruction. Such estimates shall be used to determine, in the first instance, the amount required to be placed in the construction fund.

v. If the proceeds of insurance are not sufficient to pay for the cost of reconstruction or repair by the Association, or if at any time during reconstruction or repair, or upon completion of reconstruction or repair, the funds for the payment of the cost thereof shall be insufficient, assessments shall be made against the unit owner who owns the damaged unit or is responsible for repair of damaged items in common elements

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and against all unit owners in the case of damage to common elements in sufficient amount to provide funds for the payment of such costs. Such assessments against unit owners individually shall be in proportion to the cost of reconstruction and repair of their respective units and the respective items in common elements for which they are individually responsible. Such assessments on account of damages to common elements shall be in proportion to the unit owner's share in the common elements. The sums paid on such assessments shall be paid by the Association to the Insurance Trustee.

vi. The funds for payment of costs of reconstruction and repair (sometimes referred to herein as "the construction fund") shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, and shall be disbursed for the payment of such costs in the following manner:

a. A portion of the insurance proceeds representing damage for which the responsibility for reconstruction and repair lies with the unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement to such unit, then to the unit owner and the mortgagee jointly, who may use said proceeds as they may be advised.

b. With respect to the damage for which the responsibility for reconstruction and repair lies with the Association, the construction fund shall be disbursed in the manner required by the Board of Directors of the Association, upon the approval of an officer or agent of the Association or upon the approval of an architect practicing in Broward County, Florida, or both.

c. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair are from insurance proceeds. If there is a balance in the construction fund after payment of all costs of 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 the 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.

d. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether the disbursements from the construction fund are to be upon the order of the

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Association or upon the 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 unit owners. Instead the Insurance Trustee may rely upon the certificate of the Association made by its president and secretary as to any or all of such matters, 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; 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 fund requires the approval of an architect named by the Association, such approval shall be first obtained by the Association.

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

i. Common expenses shall include the expenses of the operation, maintenance, repair and reconstruction or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as common expense by this Declaration, the By-Laws or by the Condominium Act, Chapter 711, Florida Statutes.

ii. Funds for the payment of common expenses shall be assessed against unit owners, and the common surplus shall be owned by unit owners, in the same respective proportions as the undivided shares in the common elements appurtenant to the respective units, as hereinabove set forth.

iii. A unit owner, regardless of how title is acquired, including without limitation the purchaser at a judicial sale (other than a first mortgage foreclosure sale) shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

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iv. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest or late charges, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid, together with late charge of five ($5.00) dollars per month. All payments on account of past due assessments shall be first applied to interest, then to late charges and then to the assessment payment first due.

v. The Association is hereby given and granted a lien against the condominium parcel for unpaid assessments levied by the Association against the owner of such parcel. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such lien shall also secure interest and late charges on unpaid assessments or installments thereof, as herein set forth. A lien shall commence from the date of recordation in the Public Records of Broward County, Florida.

vi. In any foreclosure of a lien for assessments, the owner of a unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

vii. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessments are made.

viii. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid in the condominium parcel at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

ix. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the condominium parcel as a result of foreclosure the first mortgage (or by deed in lieu of foreclosure), such acquirer of title, his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of

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such parcel which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns.

x. The owner, mortgagee or other lienor of a unit shall have the right to require from the Association a certificate showing the amount of unpaid assessments with respect to that condominium parcel. Any person other than the owner who relies upon such Certificate shall be protected thereby.

25. In order to maintain and promote the congenial and cooperative character of the group of unit owners and to protect and sustain the value of this condominium and the units thereof, no unit may be disposed of except in accordance with the following provisions, with which all unit owners (other than the Developer) do hereby covenant and agree to abide and which shall be binding upon their successors and assigns:

i. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner.

ii. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit owner.

iii. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

iv. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

v. If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

vi. The approval of the Association which is required for the transfer or ownership of units shall be obtained in the following manner:

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(1) Notice to Association:

a. Sale.

A unit owner intending to make a bona fide sale of his unit 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 unit owner's option may include a demand by the unit 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.

b. Lease.

A unit owner intending to make a bona fide lease of his unit or any interest therein 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 lessee as the Association may reasonably require, and an executed copy of the proposed lease.

c. Gift; devise or inheritance; other transfers.

A unit 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 unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

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d. 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 a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership,

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the Association shall proceed as if it had received the required notice on the date of such disapproval.

(2) Certificate of approval.

a. 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 of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida.

b. Lease.

If the proposed transaction is a lease, 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 of the Association in recordable form and shall be delivered to the lessee.

c. Gift; devise or inheritance; other transfers.

If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the unit owner and shall be recorded in the Public Records of Broward County, Florida.

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3. Approval of corporate owner or purchaser.

Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, if the unit owner or purchaser of a unit is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the unit be also approved by the Association.

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vii. Disapproval by Association.

If the Association shall disapprove a transfer or ownership of a unit, the matter shall be disposed of in the following manner:

(1) Sale.

If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase by the Association or by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit under the following terms:

i. 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 unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

ii. The purchase price shall be paid in cash.

iii. The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

iv. If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

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(2) Lease.

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

(3) Gifts, devise or inheritance; other transfers.

If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase by the Association or a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) 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 unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price shall be paid in cash.

c. The sale shall be closed within ten (10) days following the determination of the sale price.

d. 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.

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viii. Mortgage.

No unit owner may mortgage his unit nor any interest therein without the approval of the Association except to a bank, life insurance company or a federal savings and loan association; and, any such mortgage made to any such institution shall secure an indebtedness in an amount not to exceed ninety (90%) per cent of the

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fair market value of the unit at the time of the execution of such mortgage, except that such indebtedness limitation shall not apply to the mortgage obtained by the unit owner in connection with and as part of the original sale of the unit by the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

ix. Exceptions.

The foregoing provisions of this Section 25 shall not apply to a transfer to or 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 unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title 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 acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit 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.

x. 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.

xi. Notice of lien or suit.

a. Notice of lien.

A unit owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of such lien.

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b. Notice of suit.

A unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner received knowledge thereof.

c. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

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26. Compliance and default.

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

i. Negligence.

A unit 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. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements.

ii. Costs and attorneys' fees.

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

iii. No waiver of rights.

The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

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27. Amendments.

This Declaration of Condominium and the By-Laws of the Association may be amended in the following manner as well as in the manner elsewhere provided:

i. Notice.

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amend-

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ment is considered.

ii. Resolution.

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 at the meetings considering the amendment may express their approval in writing. Except as elsewhere provided, such approval must be either by

a. not less than four (4) Directors and by not less than seven (7) votes of the members of the Association; or

b. until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

iii. Proviso.

No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration 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 units in the condominium shall join in the execution of the amendment.

iv. 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 formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Broward County, Florida.

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28. Termination.

The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

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i. Agreement.

The condominium may be terminated at any time by the approval in writing of all of the record owners of the condominium, by all record owners of mortgages upon units therein owned by a bank, life insurance company or federal savings and loan association. 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 seventy-five (75%) per cent of the common elements, and of the record owners of all mortgages upon units in the condominium owned by a bank, life insurance company or a federal savings and loan association, are obtained 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 units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

a. Exercise of option.

The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased of an agreement to purchase signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall agree to purchase all of the units owned by the owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

b. Price.

The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) 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 units, and a judgment of specific performance of the sale

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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 sale price.

ii. Certificate.

The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

iii. Shares of Owners after termination.

After termination of the condominium, the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

iv. Amendment.

This section concerning termination cannot be amended without consent of all unit owners, of all owners of mortgages required to approve termination by agreement.

29. Until the Developer has sold all of the units in this condominium, it reserves the right to rent any one or more units without restriction. Until the Developer has sold all of the units in this condominium and all of the remainder of the property in the entire subdivision known as Parcel 2, Tract 17, SPRINGREE SUB., the Developer reserves the right to use one or more units in this condominium as model units or model apartments, to use one or more units in this condominium as a sales office, and to use such reasonable area either within or outside of a building in this condominium for the purpose of sales and promotion, the erection and maintenance of signs or other

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promotional visual materials and for the storing of same. The Developer shall be responsible for its share of common expenses attrituble to the unit or units owned by the Developer.

30. Despite anything to the contrary contained herein, until one year from date hereof, whenever and each time that the Association shall have the right to purchase a unit or to supply a purchaser of a unit, the Association shall first offer such unit to the Developer for purchase upon the same terms and conditions as the proposed purchase under consideration, such offer shall be made to the Developer in writing, and the Developer shall have a period of five (5) days from receipt of such offer within which to accept or decline. If the Developer shall accept such offer and become such purchaser, then it may sell or lease such unit free of any restrictions herein set forth relating to the sale or lease of a unit.

31. All of the terms and provisions of this Declaration and of each and every exhibit attached hereto, shall be deemed to be, and shall be, covenants running with the land and shall be binding upon and inure to the benefit of all unit owners and their respective heirs, legal representatives, successors and assigns.

32. Severability.

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, or of the By-Laws or Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

33. Subsequent Development.

The Developer intends to construct other condominium units on Parcel 2, Tract 17, SPRINGTREE SUB., Broward County, Florida, which said unit owners will be using the common elements and recreation area provided for the unit owners under this Declaration, and the Developer reserves unto itself the right to later grant easements over the common elements to purchasers of units on said tract of land, which said additional units will be submitted to further Declarations of Condominium in various phases. All private roads, recreation areas and common elements will be maintained by the unit owners.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed this 19th day of September, 1974.

SPRING-MANK VENTURE, a joint venture of SIDNEY MANK ENTERPRISES, INC., and MGIC PROPERTIES CORPORATION

Witnesses:

Elaine S. Nebel

Muriel Silverman

By: Sidney Mank
SIDNEY MANK ENTERPRISES, INC.

By: A. Craig Hunter
MGIC PROPERTIES CORPORATION

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132

STATE OF FLORIDA

SS

COUNTY OF DADE

I HEREBY CERTIFY that on this 11th day of September, 1974, before me personally appeared Isaac Mank, President of SIDNEY MANK ENTERPRISES, INC., a corporation under the laws of the State of Florida, to me known to be the person who signed the foregoing Declaration of Condominium as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 11th day of September, 1974.

Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1977
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA

SS

COUNTY OF DADE

I HEREBY CERTIFY that on this 19th day of September, 1974, before me personally appeared [illegible], Vice President of MGIC PROPERTIES CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the person who signed the foregoing Declaration of Condominium as such officer and acknowledged the executed thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 19th day of September, 1974.

Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 20, 1978

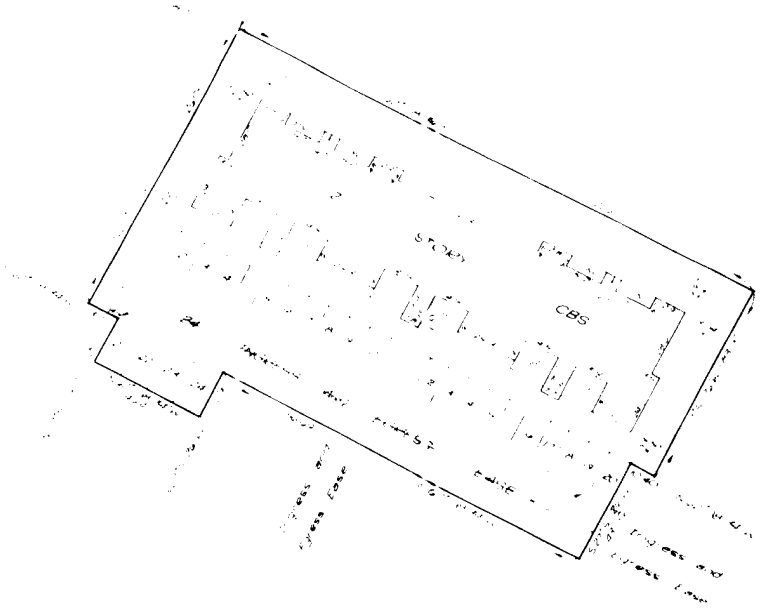
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PEBBLE SPRINGS CONDOMINIUM "A"

EXHIBIT No. 2





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CERTIFICATION

This certificate, made this 27 day of AUG. by the undersigned engineering and Surveying firm is made pursuant to the provisions of [illegible] of the 1972 Florida Statutes and is a certification that the construction of the improvements shown hereon, including the attached survey and plot plan, descriptions and other information [illegible] together with the wording of said Declaration of Condominium [illegible] existing improvements and that there can be determined therefrom the identification, location, dimensions and size of the common [illegible]

DAVIS AND CRAVEN, INC.

[illegible]
REGISTERED LAND SURVEYOR NO. 1899
STATE OF FLORIDA

NOTE: These Plans are prepared [illegible] information supplied by JAMES K. LEE, REGISTERED LAND SURVEYOR [illegible]

DAVIS and CRAVEN, Inc. Civil and Consulting Engineers · Land Surveyors · Land Planners · Land Development Consultants

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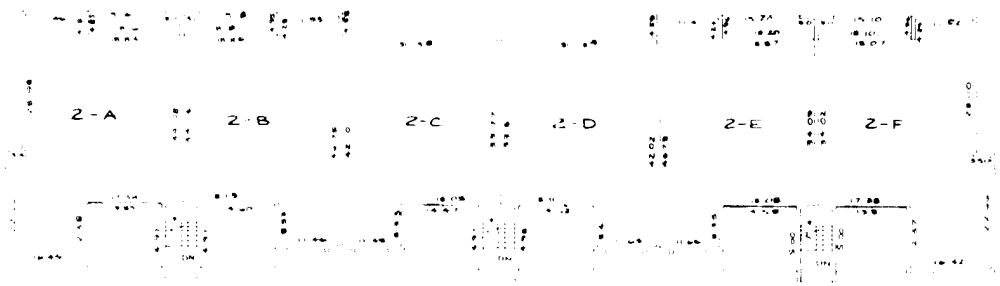
1499 E. OAKLAND PARK BLVD. · OAKLAND PARK · FT. LAUDERDALE, FLORIDA

PHONES 566-1913 566-7446

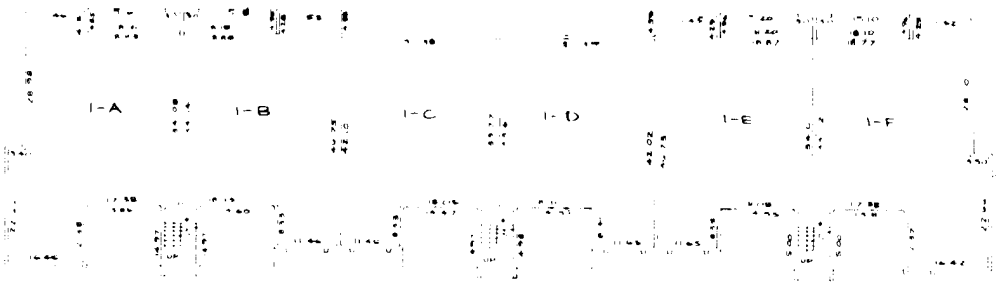
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PEBBLE SPRINGS CONDOMINIUM "A"



SECOND FLOOR



FIRST FLOOR

ELEVATIONS

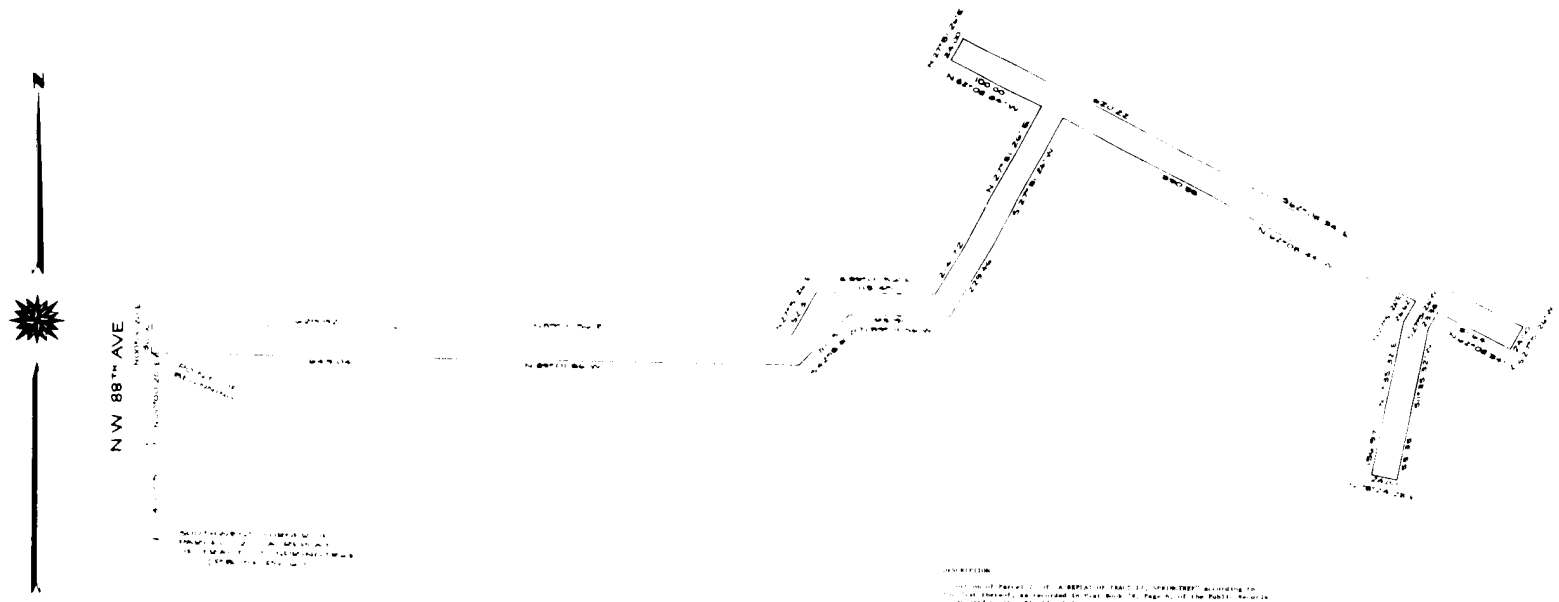
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FLOOR PLANS, BUILDING 1.

SHEET 2 OF 3 SHEETS

PEBBLE SPRINGS CONDOMINIUM A



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INGRESS & EGRESS EASEMENT

ARTICLES OF INCORPORATION

-of-

PEBBLE SPRINGS CONDOMINIUM "A", INC.

Pursuant to the provisions of Chapter 617, Florida Statutes, the undersigned subscribers to these Articles of Incorporation hereby associate themselves together to form a corporation not for profit.

ARTICLE ONE - NAME

The name of this corporation is PEBBLE SPRINGS CONDOMINIUM "A", INC.

ARTICLE TWO - PURPOSE

The purpose for which this corporation is organized is for the operation of a condominium known as PEBBLE SPRINGS CONDOMINIUM "A", INC., a condominium, upon the real property in Broward County, Florida, more particularly described as follows:

(See legal description attached hereto as Exhibit 2)

This corporation is the non-profit corporation referred to in the Declaration of Condominium of the said condominium and also referred to in said Declaration as the "Association".

ARTICLE THREE - MEMBERS

The qualification of members is that they shall be record owners of units in said condominium. The membership of this corporation shall consist of all of the record owners of units in said condominium as they shall exist from time to time. After receiving the approval of this corporation, if the same shall be

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required by the provisions of said Declaration of Condominium or by the By-Laws of this corporation, change of membership in this corporation shall be established by the recording among the Public Records of Broward County, Florida, a deed or other instrument establishing a record title to a unit in said condominium and the delivery to this corporation of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of this corporation. The membership of the prior owner shall be thereby terminated.

1. If a unit in said condominium is owned by more than one person, or is under lease, the person entitled to be a member for such unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of this corporation.

2. If a unit in said condominium is owned by a corporation, then the member for such unit shall be designated by a certificate of appointment signed by the President or vice president and attested by the secretary or assistant secretary of such corporation, and filed with the secretary of this corporation. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or change in the ownership of the unit concerned.

ARTICLE FOUR - TERM OF EXISTENCE

The term for which this corporation is to exist is in perpetuity, unless the said condominium is terminated pursuant to the provisions of Chapter 711, Florida Statutes, and of the Declaration of Condominium of said condominium, and in the event of such termination, this corporation shall be dissolved.

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

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ARTICLE FIVE - SUBSCRIBERS

The names and residences of the subscribers hereto are as follows:

SIDNEY MANK	16511 N. E. 26th Avenue North Miami Beach, Florida
SEYMOUR J. SIMON	608 Ainsley Building Miami, Florida 33132
GERALD FREED	3260 University Drive City of Sunrise, Florida

ARTICLE SIX - OFFICERS

The affairs of this corporation are to be managed by a president, vice-president, secretary and treasurer, and such additional officers as may be specified in the By-Laws. One person may be elected to the offices of secretary and treasurer, if the directors so elect. The said officers shall be elected by the directors at the annual meeting of the Board of Directors, beginning with the annual meeting held in 1974.

ARTICLE SEVEN - FIRST OFFICERS

The names of the officers who are to serve until the first election are:

SIDNEY MANK..... President

SEYMOUR J. SIMON..... Secretary

GERALD FREED..... Treasurer

ARTICLE EIGHT - DIRECTORS

This corporation shall be governed by a Board of Directors consisting of five persons to be elected by the members from among the members. They shall be elected at the annual meeting of members beginning with the first annual meeting to be held in 1975. Until the first election, the Board of Directors shall consist of the following three persons:

SIDNEY MANK
SEYMOUR J. SIMON
GERALD FREED

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6515

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ARTICLE NINE - BY-LAWS

The initial By-Laws of this corporation are those annexed to the aforesaid Declaration of Condominium. Such By-Laws may be altered or rescinded in the manner provided in said Declaration and in conformity with the provisions of Chapter 711, Florida Statutes. (By not less than four (4) Directors and by not less than nine (9) votes of the members).

ARTICLE TEN - AMENDMENTS TO ARTICLES

Amendments to these Articles of Incorporation may be proposed by the Board of Directors and adopted by the members in the same manner as amendments to the By-Laws are provided for in said Declaration of Condominium. (By not less than four (4) Directors and by not less than (9) votes of the members).

ARTICLE ELEVEN - MERGER

This corporation shall have the right to merge or combine with another Florida corporation not for profit or other Florida corporations not for profit, provided that the purpose of such other corporation or corporations in the operation of a condominium or condominiums on real property located within the subdivision known as SPRINGTREE SUB., according to the Plat thereof, as recorded in Plat Book 79, at Page 6, of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 19th day of September, 1974.

Sidney Mank (SEAL)
SIDNEY MANK

Seymour J. Simon (SEAL)
SEYMOUR J. SIMON

Gerald Freed (SEAL)
GERALD FREED

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

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STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared SIDNEY MANK, SEYMOUR J. SIMON and GERALD FREED, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of September, 1974.

Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1974
Bonded by American Fire & Casualty Co.

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That PEBBLE SPRINGS CONDOMINIUM "A", INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of Sunrise County of Broward, State of Florida has named SIDNEY MANK located at 3260 University Drive,
(Street address and number of building, Post Office Box address not acceptable)
City of Sunrise, , County of Broward, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

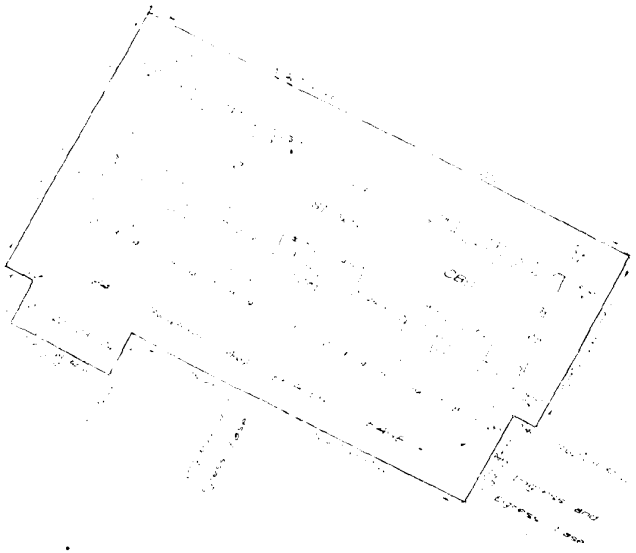
By Sidney Mank
SIDNEY MANK
(Resident Agent)

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PEBBLE SPRINGS CONDOMINIUM "A"

EXHIBIT No. 2





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BY-LAWS

OF

PEBBLE SPRINGS CONDOMINIUM "A", INC.

A FLORIDA CORPORATION NOT FOR PROFIT

****

ARTICLE I

General

Section 1. The Name.

The name of the corporation shall be PEBBLE SPRINGS CONDOMINIUM "A", INC.

Section 2. Principal Office.

The principal office of the corporation shall be at the general or administrative offices of the condominium located in the condominium or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Corporate Purpose.

The general purpose of the corporation shall be as follows: To be the "Association" (as defined in the Condominium Act of the State of Florida, Chapter 711, Florida Statutes) for the condominium property that has been submitted to condominium ownership in the Declaration of Condominium for the condominium known as PEBBLE SPRINGS CONDOMINIUM "A", INC., in Broward County, Florida.

ARTICLE II

Directors

Section 1. Number and Term.

The number of Directors which shall constitute the whole Board shall be five (5). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his Successor shall be elected and shall qualify.

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Section 2. Vacancy and Replacement.

If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal.

Directors may be removed for cause by an affirmative vote of a majority of the members. A director shall be disqualified from further service on the Board if his membership in the Association shall be terminated for any reason whatsoever.

Section 4. First Board of Directors.

The first Board of Directors shall consist of SIDNEY MANK, SEYMOUR J. SIMON and GERALD FREED, who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, however, that any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers.

A. The property and business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of this condominium as are not by statute or by the Certificate of Incorporation, the Declaration of Condominium, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to, the following:

a. To levy upon the members monthly and other assessments, payable in advance. The Board of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any necessary additional expenses, but said increase can only be made in the proportion established in Article VII, Section 3 of these By-Laws;

b. To use and expend the assessments collected to maintain, care for and preserve the condominium units, the common elements, the limited common elements and the condominium property (other than the interiors of the condominium units, which are to be maintained, cared for and preserved by the individual condominium unit owners);

c. To pay taxes and assessments levied and assessed against any real property the corporation might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation;

d. To enter into and upon the condominium units when necessary and at as little inconvenience to the owner as

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possible in connection with such maintenance, care and preservation. For the purpose of preservation, care and restoration of condominium property, each owner of a condominium unit grants a perpetual easement to the then existing Board of Directors or its duly authorized agents to enter into his condominium unit at any reasonable time (or at any unreasonable time if the necessities of the situation should so require);

e. To repair and replace common element and limited common element facilities, machinery and equipment;

f. To insure and keep insured the said building and improvements on the property and the owners against loss from fire or other casualty and against public liability and to carry such other insurance as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declaration of Condominium;

g. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from unit owners for violations of the Declaration of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Directors;

h. To employ such personnel, make such purchases and enter into such contracts as may be necessary or desirable in carrying out the operation and management of the condominium;

i. To make, amend and repeal Rules and Regulations governing the operation, maintenance and management of the condominium, including, without limitation, the use and occupancy of the units by the members, the use of the common elements, the use of the recreation area and facilities;

j. To contract with a manager or managing agent for a period of not more than five (5) years to whom the Board may delegate the performance of such of its duties and powers with respect to the management and operation of the condominium as the Board may determine, including, without limitation, delegating to such manager or managing agent the right to make, amend and repeal the aforesaid Rules and Regulations, and to collect and disburse the funds of this corporation, and to pay such a management agent a fee, which manager or managing agent may be one or more individuals who are officers or employees of the developer, or may be a corporation controlled by or affiliated with the developer.

k. To enter into a lease or leases, as tenant, for the use of property (including the non-exclusive use thereof), whether or not contiguous to the lands of the condominium to be operated by this corporation, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners of such condominium.

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Section 6. Compensation.

Directors' and officers' fees, if any, shall be determined by the members.

Section 7. Meetings.

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

B. Regular meetings of the Board shall be held monthly without notice at such time and place as the Board shall fix from time to time.

C. Special meetings of the Board may be called by the president on five (5) days' notice to each director either personally or by mail or telegram. Special meetings shall be called by the president or secretary in a like manner and on like notice on the written request of three (3) directors.

D. At all meetings of the Board a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Declaration of Condominium, or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Annual Statement.

The Board shall present at the annual meeting of members, and when called for by a vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation.

ARTICLE III

Officers

Section 1. Elective Offices.

The officers of the corporation shall be members, shall be chosen by the directors and shall be a president, a vice president, a secretary and a treasurer. The Board of Directors may also choose one or more additional vice presidents, assistant secretaries, assistant treasurers, or other officers. Two or more offices may not be held by the same person.

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Section 2. Election.

The Board of Directors at its first meeting after each annual meeting of general members shall elect officers, none of whom, excepting the president, need be a director.

Section 3. Appointive Offices.

The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term.

The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President.

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to another officer or agent of the corporation.

Section 6. The Secretary.

A. The Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

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B. Assistant secretaries in order of their seniority shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 7. The Treasurer and Assistant Treasurers.

A. The Treasurer shall have the custody of the corporation funds and securities and shall keep full and accurate accounts of the receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the corporation.

C. Assistant treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

Section 8. Bonding of Corporate Officers.

The Treasurer and all Assistant Treasurers, if any, the President and Secretary, shall be required to be bonded in an amount to be determined by the Board of Directors with a fiduciary bonding company licensed and authorized to transact business in the State of Florida. The cost of the premium for this bond shall be paid by the condominium association.

Section 9. Indemnification of Corporate Officers.

Every director and 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 an officer or director 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 approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director may be entitled.

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ARTICLE IV

Membership

Section 1. Definition.

Membership in the Association shall be limited to the owners of the condominium parcels as identified in the Declaration of Condominium. The Association shall not issue certificates.

Section 2. Voting Rights.

A member shall be entitled to cast one vote for each condominium parcel owned by him at all meetings of the members of the Association. No vote is divisible. The Certificate of Incorporation of this corporation provides for the designation of a member when a condominium unit is owned by more than one person or by a corporation or is under lease.

Section 3. Transfer of Membership Ownership.

Transfer of membership in the Association occurs only as an incident to the conveyance or transfer of a condominium parcel as identified in the Declaration of Condominium and takes place automatically. The conveyance of the individual's condominium parcel is subject to the approval of the Board of Directors. The method for transferring condominium parcel ownership is more fully described in paragraph number 25 of the Declaration of Condominium.

ARTICLE V

Meetings of Membership

Section 1. Place.

All meetings of the corporation membership shall be held at the office of the corporation, or may be held at such place and time as shall be stated in the notice thereof.

Section 2. Annual meeting.

A. The first annual meeting of members shall be held on the first Monday in January, 1975.

B. Regular annual meetings, subsequent to 1974, shall be held on the first Monday in January each year.

C. All annual meetings shall be held at the hour of 2:00 o'clock P. M., or at such hour as the Board of Directors may determine.

D. At the annual meeting, the members shall elect, by a plurality vote, a Board of Directors, and transact such other business as may properly be brought before the meeting.

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E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation at least ten (10) days prior to the meeting.

Section 3. Membership List.

At least ten (10) days before every election of directors, a complete list of the members entitled to vote at said election, arranged numerically by "condominium units," with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the principal office of the corporation and shall be open to examination by any member throughout such time. No member who is then more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting.

Section 4. Special Meetings.

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation may be called by the President, and and shall be called by the President or Secretary at the request in writing of not less than one-fourth (1/4) of the membership. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least five (5) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum.

Fifty-one (51%) per cent of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, the Declaration of Condominium or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

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Section 6. Vote Required to Transact Business.

When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by written proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation, the Declaration of Condominium or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or adjournments thereof, must be in writing, signed by the member appointing the proxy and filed with the Secretary prior to the meeting for which the proxy is given.

Section 8. Waiver and Consent.

Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, of the Declaration of Condominium, of the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 9. Rules of Procedure.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Certificate of Incorporation, By-Laws, statute or Declaration of Condominium.

ARTICLE VI

NOTICES

Section 1. Definition.

Whenever, under the provisions of the statutes or of the Certificate of Incorporation, of these By-Laws, or of the Declaration of Condominium, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to such director or member at such address as appears on the books of the corporation.

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Section 2. Service of Notice - Waiver

Whenever any such notice is required to be given, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

Finances

Section 1. Fiscal Year.

The fiscal year shall begin the first day of January in each year.

Section 2. Checks.

All checks or drafts for money and notes of the corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Assessments.

The Board of Directors of the corporation shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued operation of the condominium. The Board shall determine the total amount required, including the operational items such as taxes, insurance, repairs, maintenance and other operating expenses. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium units in accordance with Paragraph (F) of the Declaration. This ratio of assessments shall remain constant regardless of the purchase price of the condominium parcel or the percentage of the building's square footage included in each condominium unit. Said assessments shall be payable monthly in advance as ordered by the Board of Directors. Special assessments, should such be required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees to pay promptly when due the monthly and all special assessments assessed against his own condominium unit. Delinquent assessments will bear interest and late charges as set forth in the Declaration of Condominium to which these By-Laws are an exhibit. No member shall be personally liable for any debts of the corporation whatsoever.

Section 4. Accounts.

There shall be established and maintained such bank account or accounts as the Board of Directors shall deem advisable, into which shall be deposited all monthly and special assessments as fixed and determined for all condominium units. Disbursements from said accounts shall be for the general needs of the corporation, including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the property of the corporation.

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SEYMOUR J. SIMON RICHARD J. HAYS AND MOSES J. GRUNDWERG 606 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371 6515

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Section 5. Condominium Expenses.

The condominium expenses for which the members shall be liable in the respective proportions set forth in the Declaration of Condominium shall be those costs and expenses deemed necessary or desirable by the Association for the operation and maintenance of the condominium property, other than maintenance of the interior of a unit and of such other items for whose maintenance and repair a unit owner is responsible although the same are located in the common elements. Such operating and maintenance expenses shall include, but not be limited to, maintenance of all lawns shrubbery and landscaping, water and electricity for landscaping sprinkler system, electricity for lighting streets and common elements, painting the exterior of all buildings, maintenance and repair of roofs of all buildings (but not air conditioning equipment located on the roof), removal of garbage and trash.

Section 6. Annual Audit.

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 1st of the year following the year for which the report is made.

ARTICLE VIII

Seal

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Not for Profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or in any other form evidencing the intent of the signing officer or officers to have the effect of the corporate seal.

ARTICLE IX

Leasing and Sub-Leasing

The primary object of the corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a matter of discretionary decision by the Board of Directors, and every lease or sub-lease of a condominium unit is subject to the approval of the Board of Directors, as set forth in the Declaration of Condominium. The Board of Directors shall have the right to require that a uniform form of lease shall be used and for a minimum term of not less than three (3) months.

ARTICLE X

Default

In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid by the Association within thirty (30) days from the due date, the Association,

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PAGE 64

through its Board of Directors or manager, acting in behalf of the Association, may foreclose the lien encumbering the condominium parcel created by the non-payment of the required monies. In said foreclosure action, the Plaintiff shall be entitled to the appointment of a receiver as a matter of strict right to the Association and without reference to the adequacy or inadequacy of the value of the property sought to be foreclosed or the solvency or insolvency of the owner or any party defendant to such suit. To further secure payment of this indebtedness, the condominium parcel owner by virtue of his acceptance of the conveyance of the condominium parcel to him, does hereby sell, assign, transfer, and set over unto the Association all of the rents, issues and profits of his condominium parcel, and this assignment shall become operative upon any default being made by said condominium parcel owner hereunder, and shall remain in full force and effect so long as any default continues to exist hereunder, and the Association shall have the right to enter upon the premises and collect the same directly from the occupants.

If the Association becomes the owner of the condominium parcel in question, it shall offer said parcel for sale, and whenever such a sale is consummated, it shall, from the proceeds received from said sale, deduct all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the law suit in question, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the condominium parcel in question, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repair and refurbishing of the condominium unit in question so that it could be sold. All monies remaining after deducting the foregoing items of expense shall be returned directly to the former owner of the condominium parcel in question.

In the event of violation by the owner of a condominium parcel of any of the provisions of the Declaration of Condominium, Certificate of Incorporation, By-Laws or Rules and Regulations, as are now or hereafter constituted, the Association may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation. Should the Association be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

ARTICLE XI

Amendment

These By-Laws may be amended in the following manner as well as in the manner elsewhere provided:

Section 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.

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Section 2. Resolution.

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members. Directors and members not present at the meeting considering the amendment may express their approval in writing. Except as elsewhere provided, such approval must be either by

A. not less than four (4) Directors and by not less than seven (7) votes of the members; or

B. until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

Section 3. Agreement.

In the alternative, an amendment may be made by an agreement executed by all members and mortgagees in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

Section 4. Proviso.

No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment.

ARTICLE XII

Arbitration

By virtue of his acceptance of the conveyance of his condominium parcel to him, each member has agreed to submit to arbitration any controversy or dispute arising concerning the construction of any of the By-Laws or any action on the part of the Board of Directors, in accordance with the terms and conditions of the Florida Arbitration Code (now designated as Chapter 682, Florida Statutes) as they may exist at the time such dispute arises.

ARTICLE XIII

Miscellaneous

Section 1.

The definitions of particular words and phrases contained in the Condominium Act (now Chapter 711, Florida Statutes) or in the Declaration of Condominium, shall apply to such words and phrases when used in these By-Laws.

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Section 2.

Should any provision of these By-Laws be void or unenforceable in law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

Section 3.

Any lien or other encumbrance upon or against a condominium unit or parcel in favor of the Association is hereby declared to be, and shall be, subject, subordinate and inferior to the lien of any mortgage encumbering such unit or parcel, where such mortgage is made to a bank, savings and loan association or life insurance company, and regardless of whether such mortgage was made or recorded before or after the aforesaid lien or encumbrance of the Association.

PEBBLE SPRINGS CONDOMINIUM "A", INC.

By: _____
SIDNEY MANK, President

Attest:

_____
SEYMOUR J. SIMON, Secretary

STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this 19th day of September, 1974, before me personally appeared SIDNEY MANK and SEYMOUR J. SIMON, President and Secretary, respectively, of PEBBLE SPRINGS CONDOMINIUM "A", INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing By-Laws as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 19th day of Sept., 1974.

_____
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1977
Bonded by American Fire & Casualty Co.

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74-241374

FIRST AMENDMENT

TO

D E C L A R A T I O N

OF

C O N D O M I N I U M

OF

PEBBLE SPRINGS CONDOMINIUM "A", INC.,

A CONDOMINIUM

This is the First Amendment to that DECLARATION OF CONDOMINIUM OF PEBBLE SPRINGS CONDOMINIUM "A", INC., A CONDOMINIUM, which was dated September 19, 1974, and filed under Clerk's File No. 74-203463 of Broward County, Florida, being recorded in O. R. Book 5942, at Page 16 of the Public Records of Broward County, Florida, which amendment was duly adopted by resolution of PEBBLE SPRINGS CONDOMINIUM "A", INC.

1. On Page 2 of said DECLARATION OF CONDOMINIUM, commencing on Line 11, where MGIC-JANIS PROPERTIES, INC., appear, said words shall be stricken and in their place and stead the following words shall appear: MGIC PROPERTIES CORPORATION.

2. The easement attached as sheet 3 of the Condominium Survey and Plans is hereby submitted for the use of all the owners, their mortgagees, licensees, guests and invitees of units in buildings erected on Parcel 2, Tract 17, SPRINGTREE SUB., Broward County, Florida. PEBBLE SPRINGS CONDOMINIUM "A", INC., shall have an undivided 4.44% interest in the fee simple title to the easement. The ingress and egress easements shown as exhibits in the other adjoining condominiums will also be for the use of all unit owners, their mortgagees, licensees, guests and invitees of each and every condominium.

3. Paragraph k, Page 3 of the By-Laws is hereby amended by adding the words, "The Association is hereby authorized to accept deeds to the Recreation Area from the Developer."

RECORD 6016 PAGE 600

This Instrument Was Prepared By:
RICHARD J. HAYS
608 Ainsley Building
Miami, Florida 33132

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

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4. Paragraph 33 of the DECLARATION OF CONDOMINIUM shall have added the following language: "All Recreation Areas and Facilities will be deeded without charge by the Developer to the Association upon completion of the project on Parcel 2, Tract 17, SPRINGTREE SUB., Broward County, Florida."

5. In all other respects, the DECLARATION OF CONDOMINIUM, executed on September 19, 1974, shall be hereby ratified and the above amendments shall be effective as of September 19, 1974.

IN WITNESS WHEREOF, the Developer and the Condominium Association have caused this First Amendment to DECLARATION OF CONDOMINIUM to be executed this 8th day of November, 1974.

Witnesses:

SPRING-MANK VENTURE, a joint venture of SIDNEY MANK ENTERPRISES, INC., and MGIC PROPERTIES CORPORATION

By: _____ President
SIDNEY MANK ENTERPRISES, INC.

By: _____ Vice-President
MGIC PROPERTIES CORPORATION

(Affix: Corp. Seal)

Witnesses:

PEBBLE SPRINGS CONDOMINIUM "A", INC.

By: _____ President
SIDNEY MANK

Attest: _____ Secretary
SEYMOUR J. SIMON

(Affix: Corp. Seal)

STATE OF FLORIDA)
COUNTY OF DADE) ss:

I HEREBY CERTIFY that on this 8th day of November, 1974, before me personally appeared SIDNEY MANK, President of SIDNEY MANK ENTERPRISES, INC., a corporation under the laws of the State of Florida, to me known to be the person who signed the foregoing First Amendment to Declaration of Condominium of PEBBLE SPRINGS CONDOMINIUM "A", INC., as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State this 8th day of November, 1974.

Notary Public, State of Florida at Large

My Commission expires: Notary Public, State of Florida at Large My Commission Expires Oct. 31, 1977 Bonded by American Fire & Casualty Co.

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

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STATE OF FLORIDA)
COUNTY OF DADE) ss:

I HEREBY CERTIFY that on this_____day of November, 1974, before me personally appeared A. CRAIG BURTON, Vice-President of MGIC PROPERTIES CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the person who signed the foregoing First Amendment to Declaration of Condominium of PEBBLE SPRINGS CONDOMINIUM "A", INC., as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State this_____day of November, 1974.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 31, 1977
GENERAL INSURANCE UNDERWRITERS, INC.

Notary Public, State of Florida at Large

My Commission expires:

STATE OF FLORIDA)
COUNTY OF DADE) ss:

On this day, personally appeared before me, SIDNEY MANK and SEYMOUR J. SIMON, to me known, and known to me to be the President and Secretary of PEBBLE SPRINGS CONDOMINIUM "A" INC., respectively, a corporation under the laws of the State of Florida, and they acknowledged to me that they know the contents of the foregoing First Amendment to Declaration of Condominium of PEBBLE SPRINGS CONDOMINIUM "A", INC., and they executed same on behalf of said corporation for the purposes and intents expressed therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, at Miami, said County and State this 4th day of November, 1974.

Notary Public, State of Florida at Large

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires: July 31, 1977
Bonded by American Fire & Casualty Co.

OFF 6016 PAGE 702

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

79- 65709

BY-LAWS

OF

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

a Florida corporation (Not for profit)

ARTICLE I

General

Section 1. The Name.

The name of the corporation shall be PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

Section 2. Principal Office.

The principal office of the corporation shall be at the general or administrative office of the condominium located in at least one of the five condominiums or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Corporate Purpose.

The general purpose of the corporation shall be as follows: To be, the "Association" (as defined in the Condominium Act of the State of Florida, Chapter 718 Florida Statutes) for the condominium, properties that have been submitted to condominium ownership in the five Declarations of Condominium for the five condominiums known respectively as PEBBLE SPRINGS CONDOMINIUM "A", INC., PEBBLE SPRINGS CONDOMINIUM "B", INC., PEBBLE SPRINGS CONDOMINIUM "C", INC., PEBBLE SPRINGS CONDOMINIUM "D", INC., and PEBBLE SPRINGS CONDOMINIUM "E", INC., all located in Broward County, Florida.

ARTICLE II

Directors

Section 1. Number and Term.

Until succeeded by directors elected at the first annual meeting of members subsequent to incorporation, directors need not be members; thereafter all directors shall be members.

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ARTICLE II

Directors

Section 1. Number and Term. (Cont.)

The number of Directors which shall constitute the whole Board shall be 10 with 2 directors to be elected from among and by the members representing each of the five individual condominiums which are part of this Association. Each Building shall have the option of electing one alternate to the Board to attend all Board meetings but such alternate shall be entitled to vote only if less than two directors from said building attend that Board meeting.

For the first Board of Directors, one director from each condominium shall serve for a term of 2 years and the other for a term of 1 year.

The Directors for the second Board of Directors and each Board of Directors thereafter shall be elected at the annual meeting of the members to be held in February of each year with an equal number of directors to be elected from each condominium in accordance with the above provisions and by separate election of the members of each of the five individual condominiums.

The term of office for the members of the second Board of Directors and each subsequent Board of Directors shall be for a period of 2 years.

Section 2. Vacancy & Replacement.

If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a special meeting shall be duly held of the members of the Condominium represented by such vacancy or vacancies and a majority of those members present shall choose a successor or successors from among the members of that Condominium who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal.

Directors may be removed for cause by a vote of 75% of the members comprising the condominium represented by such director or directors. A director shall be disqualified from further service on the Board if his membership in the Association shall be terminated for any reason whatsoever.

Section 4. First Board of Directors.

The first Board of Directors of the Association shall consist of those directors who were elected by the members of the individual condominiums at the general membership meeting held on February 13, 1978 subject to confirmation by the members of those condominiums subsequent to the adoption of these By-Laws.

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Section 5. Powers.

Property and business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of these condominiums as are not by statute or by the

Section 5. Powers. (Cont.)

Certificate of Incorporation, the Declarations of Condominium, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to the following:

a) To levy upon the members monthly and other assessments, payable in advance. The Board of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any necessary additional expenses, but said increase can only be made in the proportion established in Article VII, Section 3, of these By-Laws;

b) To use and expend the assessments collected to maintain, care for and preserve the condominium units, the common elements, the limited common elements and the condominium property (other than the interiors of the condominium units, which are to be maintained, cared for and preserved by the individual condominium unit owners);

c) To pay taxes and assessments levied and assessed against any real property the corporation might own and pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation;

d) To enter into and upon the condominium units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation. For the purpose of preservation, care and restoration of condominium property, each owner of a condominium unit grants a perpetual easement to the then existing Board of Directors or its duly authorized agents to enter into his condominium unit at any reasonable time (or at any unreasonable time if the necessities of the situation should so require);

e) To repair and replace common element and limited common element facilities, machinery and equipment.

f) To insure and keep insured the said building and improvements on the property and the owners against loss from fire or other casualty and against public liability and to carry such other insurance as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declarations of Condominium;

g) To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from unit owners for violations of the Declarations of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Directors;

h) To employ such personnel, make such purchases and enter into such contracts as may be necessary or desirable in carrying out the operation and management of the condominiums;

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Section 5. Powers. (Cont.)

i) To make, amend and repeal Rules and Regulations governing the operation, maintenance and management of the condominiums, including, without limitation, the use and occupancy of the units by the members, the use of the common elements, the use of the recreation area and facilities;

j) Subject to approval of the general membership, to enter into a lease or leases, as tenant, for the use of property (including the non-exclusive use thereof), whether or not contiguous to the lands of the condominiums to be operated by this corporation, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners of such condominiums.

Section 6. Compensation.

Directors and officers' fees, if any, shall be determined by the general membership.

Section 7. Meetings.

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

B. Regular meetings of the Board shall be held monthly upon proper notice in accordance with the requirements of the Florida Statutes, at such time and place as the Board shall fix from time to time.

C. Special meetings of the Board may be called by the President on five (5) days' notice to each director either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of three (3) directors.

D. At all meetings of the Board a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Declaration of Condominium, or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Annual Statement.

The Board shall present a full written statement of the business and condition of the corporation at the annual meeting of members, and when called for by a vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation.

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ARTICLE III

Officers

Section 1. Elective Offices.

The officers of the corporation shall be members, shall be chosen by the directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose one or more additional vice presidents, assistant secretaries, assistant treasurers, or other officers. Two or more offices may not be held by the same person.

Section 2. Election.

The Board of Directors at its first meeting after each annual meeting of general members shall elect officers. The President, Vice President, Secretary and Treasurer must be directors or alternates at the time of their election.

Section 3. Appointive Offices.

The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term.

The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President.

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to another officer or agent of the corporation.

C. The President must have served as a Director for at least one (1) year immediately prior to his election.

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Section 6. The Secretary.

A. The Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all

Section 6. The Secretary. (Cont.)

proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

B. Assistant Secretaries in order of their seniority shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 7. The Treasurer and Assistant Treasurers.

A. The Treasurer shall have the custody of the corporation funds and securities and shall keep full and accurate accounts of the receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the corporation.

C. Assistant Treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

Section 8. Bonding of Corporate Officers.

All officers handling funds of the Association shall be required to be bonded in an amount to be determined by the Board of Directors with a fiduciary bonding company licensed and authorized to transact business in the State of Florida. The cost of the premium for this bond shall be paid by the Condominium Association.

Section 9. Indemnification of Corporate Officers.

Every director and 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 an officer or director 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 approves such settlement and reimbursement as being for the best

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Section 9. Indemnification of Corporate Officers. (Cont.)

interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director may be entitled.

ARTICLE IV

Membership

Section 1. Definition.

Membership in the Association shall be limited to the owners of the condominium parcels as identified in the Declarations of Condominium. The Association shall not issue certificates.

Section 2. Voting Rights.

A member shall be entitled to cast one vote for each condominium parcel owned by him at all meetings of the members of the Association. No vote is divisible. The Certificate of Incorporation of this corporation provides for the designation of a member when a condominium unit is owned by more than one person or by a corporation or is under lease. No member who is more than 30 days delinquent in the payments of his assessments, as determined by the Treasurer, shall be entitled to vote at any regular or special meeting of the Association, or if a Director, at any meeting of the Board of Directors.

Section 3. Transfer of Membership Ownership.

Transfer of membership in the Association occurs only as an incident to the conveyance or transfer of a condominium parcel as identified in the Declarations of Condominium and takes place automatically. The conveyance of the individual's condominium parcel is subject to the approval of the Board of Directors. The method for transferring condominium parcel ownership is more fully described in the respective Declarations of Condominium.

ARTICLE V

Meetings of Membership

Section 1. Place.

All meetings of the corporation membership shall be held at the Recreation Center or may be held at such place and time as shall be stated in the notice thereof provided such place be within Broward County

Section 2. Annual Meeting.

A. The first annual meeting of members shall be held on May 11, 1978

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Section 2. Annual Meeting. (Cont.)

to adopt these By-Laws and confirm the action taken at the general membership meeting held on February 13, 1978.

B. Regular annual meetings, subsequent to 1978, shall be held on the first Monday in February of each year.

C. All annual meetings shall be held at the hour of 8:00 o'clock P.M., or at such hour as the Board of Directors may determine.

D. At the annual meeting, the members shall elect, as provided herein, a Board of Directors, and transact such other business as may properly be brought before the meeting.

E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation at least ten (10) days prior to the meeting.

Section 3. Membership List.

At least ten (10) days before every election of directors, a complete list of the members entitled to vote at said election, arranged numerically by "condominium units", with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the principal office of the corporation and shall be open to examination by any member throughout such time. No member who is then more than thirty (30) days delinquent in the payment of his assessments shall be entitled to vote at any regular or special meeting.

Section 4. Regular and Special Meetings.

A. Regular meetings of the membership shall be held quarterly and written notice of said regular meetings, stating the time and place thereof, shall be posted, served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least ten (10) days before such meeting.

B. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation may be called by the President, and shall be called by the President or Secretary at the request in writing of not less than one-fourth (1/4) of the membership. Such request shall state the purpose or purposes of the proposed meeting.

C. Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least five (5) days before such meeting.

D. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum.

Fifty-one percent (51%) of the total number of members of the corporation present in person or represented by written proxy, shall

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Section 5. Quorum. (Cont.)

be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, the Declarations of Condominium or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business.

When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by written proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation, the Declarations of Condominium or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or adjournments thereof, must be in writing, signed by the member appointing the proxy and filed with the Secretary prior to the meeting for which the proxy is given.

Section 8. Waiver and Consent.

Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, of the Declarations of Condominium, of the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 9. Rules of Procedure.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Certificate of Incorporation, By-Laws, statute or Declarations of Condominium.

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ARTICLE VI

Notices

Section 1. Definition.

Whenever, under the provisions of the statutes or of the Certificate

Section 1. Definition. (Cont.)

of Incorporation, of these By Laws, or of the Declarations of Condominium, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to such director or member at such address as appears on the books of the corporation.

Section 2. Service of Notice - Waiver.

Whenever any such notice is required to be given, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

Finances

Section 1. Fiscal Year.

The fiscal year shall begin the first day of January in each year.

Section 2. Checks.

All checks or drafts for money and notes of the corporation shall be signed by any two of the following officers: President, Vice President, Secretary or Treasurer, or by such officer or persons as the Board of Directors may from time to time designate.

Section 3. Assessments.

The Board of Directors of the corporation shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued operation of the condominiums. The Board shall determine the total amount required, including the operational items such as taxes, insurance, repairs, maintenance and other operating expenses. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium units in accordance with the provisions of the Declarations of Condominium. Said assessments shall be payable monthly in advance as ordered by the Board of Directors. Special assessments, should such be required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees to pay promptly when due the monthly and all special assessments assessed against his own condominium unit. Delinquent assessments will bear interest and late charges as set forth in the Declarations of Condominium to which these By-Laws are an exhibit. No member shall be personally liable for any debts of the corporation whatsoever.

Section 4. Accounts.

There shall be established and maintained such bank account or ac-

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Section 4. Accounts. (Cont.)

counts as the Board of Directors shall deem advisable, into which shall be deposited all monthly and special assessments as fixed and determined for all condominium units. Disbursements from said accounts shall be for the general needs of the corporation, including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the property of the corporation.

Section 5. Condominium Expenses.

A. The condominium expenses for which the members shall be liable in the respective proportions set forth in the Declarations of Condominium shall be those costs and expenses deemed necessary or desirable by the Association for the operation and maintenance of the condominiums properties other than maintenance of the interior of a unit and of such other items for whose maintenance and repair a unit owner is responsible although the same are located in the common elements. Such operating and maintenance expenses shall include, but not be limited to, maintenance of all lawns, shrubbery and landscaping, water and electricity for landscaping sprinkler system, electricity for lighting streets and common elements, painting the exterior of all buildings, maintenance and repair of roofs of all buildings (but not air conditioning equipment located on the roof), removal of garbage and trash.

B. With exception of the operational expenses of the recreational building and adjoining facilities, the Treasurer shall maintain and prepare separate records and budgets regarding the maintenance and operation of the common elements of each individual condominium which is a part of this Association reflecting the actual maintenance and operational expenses of the common elements as they relate to the units in each particular condominium in accordance with the Florida Statutes.

C. The Board of Directors shall submit the annual budget relating to the individual condominiums and recreational facilities to the membership of the Association at least thirty (30) days prior to the annual meeting of the members in February of each year.

D. Those expenses relating solely and specifically to one or more individual condominiums may be allocated and assessed by the Association to those particular condominiums and collected in accordance with Section 3 above.

Section 6. Expenditures.

The Board of Directors shall not make expenditures from funds held in Association accounts for non-budgeted expenses in excess of $1,000.00 without specific prior majority approval of the membership of the Association present at a proper meeting thereof in accordance with these By-Laws.

Section 7. Annual Audit.

An audit of the accounts of the Association shall be made annually by a certified public accountant which audit need not be certified, and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.

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ARTICLE VIII

Seal

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Not for Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or in any other form evidencing the intent of the signing officer or officers to have the effect of the corporate seal.

ARTICLE IX

Leasing and Sub-Leasing

A. The primary object of the corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a matter of discretionary decision by the Board of Directors, and every lease, lease renewal or sublease of a condominium unit is subject to the approval of the Board of Directors, as set forth in the Declarations of Condominium. The Board of Directors shall have the right to require that a uniform form of lease shall be used and for a minimum term of not less than six (6) months and only two (2) leases within a twelve (12) month period shall be allowed for any one individual unit.

B. The Board of Directors shall have the right to bring eviction proceedings against any lessee who violates the Rules and Regulations of the Association or disturbs the peaceful enjoyment of the members.

C. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the use, lease or sub-lease of a unit by a corporation shall be conditioned by requiring that all persons occupying the unit be approved by the Board of Directors, prior to occupancy. Prior written notice of such intended use of a unit by any corporation shall be submitted to the Board of Directors in accordance with the provisions of these By-Laws.

ARTICLE X

Guests

Unit owners shall give prior written notice to the Board of Directors as to any guests who shall occupy their unit for a length of time greater than 48 hours. This notice shall be submitted in writing to the Board of Directors at least thirty (30) days prior to the arrival date of said guests and shall state the names, addresses and length of stay of said guests.

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ARTICLE XI

Default

In the event an owner of a condominium parcel does not pay any sums,

charges or assessments required to be paid by the Association within thirty (30) days from the due date, the Association, through its Board of Directors or manager, acting in behalf of the Association, may foreclose the lien encumbering the condominium parcel created by the non-payment of the required monies. In said foreclosure action, the Plaintiff shall be entitled to the appointment of a receiver as a matter of strict right to the Association and without reference to the adequacy or inadequacy of the value of the property sought to be foreclosed or the solvency or insolvency of the owner or any party defendant to such suit. To further secure payment of this indebtedness, the condominium parcel owner by virtue of his acceptance of the conveyance of the condominium parcel to him, does hereby sell, assign, transfer and set over unto the Association all of the rents, issues and profits of his condominium parcel, and this assignment shall become operative upon any default being made by said condominium parcel owner hereunder, and shall remain in full force and effect so long as any default continues to exist hereunder, and the Association shall have the right to enter upon the premises and collect the same directly from the occupants.

If the Association becomes the owner of the condominium parcel in question, it shall offer said parcel for sale, and whenever such a sale is consummated, it shall, from the proceeds received from said sale, deduct all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the law suit in question, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the condominium parcel in question, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repair and refurbishing of the condominium unit in question so that it could be sold. All monies remaining after deducting the foregoing items of expenses shall be returned directly to the former owner of the condominium parcel in question.

In the event of violation by the owner of a condominium parcel of any of the provisions of the Declarations of Condominium, Certificate of Incorporation, By-Laws or Rules and Regulations, as are now or hereafter constituted, the Association may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation. Should the Association be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

ARTICLE XII

Amendment

These By-Laws may be amended in the following manner as well as in the manner elsewhere provided:

Section 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.

Section 2. Resolution.

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members. Directors and members not present at the meeting considering the amendment may express their

OFF REC BOOK 8071 PAGE 4153

Section 2. Resolution. (Cont.)

approval in writing. Except as elsewhere provided, such approval must be either by

A. Not less than six (6) Directors and by not less than a majority vote of the members; or

B. Until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

Section 3. Agreement.

In the alternative, an amendment may be made by an agreement executed by all members and mortgagees in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

Section 4. Proviso.

No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses , unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment.

ARTICLE XIII

Arbitration

By virtue of his acceptance of the conveyance of his condominium parcel to him, each member has agreed to submit to arbitration any controversy or dispute arising concerning the construction of any of the By-Laws or any action on the part of the Board of Directors, in accordance with the terms and conditions of the Florida Arbitration Code (now designated as Chapter 682, Florida Statutes), as they may exist at the time such dispute arises.

ARTICLE XIV

Miscellaneous

Section 1.

The definitions of particular words and phrases contained in the Condominium Act (now Chapter 718, Florida Statutes), or in the Declarations of Condominium, shall apply to such words and phrases when used in these By-Laws.

Section 2.

Should any provision of these By-Laws be void or unenforceable in

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Section 2. (Cont.)

law or in equity, the remaining provisions shall nevertheless be and remain in full force and effect.

Section 3.

Any lien or other encumbrance upon or against a condominium unit or parcel in favor of the Association is hereby declared to be, and shall be, subject, subordinate and inferior to the lien of any mortgage encumbering such unit or parcel, where such mortgage is made to a bank, savings and loan association or life insurance company.

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

By: _____
HOWARD M. NEU, PRESIDENT

Attest:

_____
HEDY R. PURA, SECRETARY

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

I HEREBY CERTIFY that on this 3rd day of July, 1978, before me personally appeared HOWARD M. NEU and HEDY R. PURA, President and Secretary, respectively, of PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing By-Laws as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 3rd day of July, 1978.

_____
NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 30, 1979
BONDED THRU INSURANCE BONDING AGENCY

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

REC 8071 PAGE 465

82-228063

OFFICERS CERTIFICATE

Resolution Amending Declaration of Condominium
for
Pebble Springs Condominium " A", Inc.

The undersigned officers of PEBBLE SPRINGS CONDOMINIUM " A " ASSOCIATION, INC. (hereinafter called the "Corporation"), hereby certifies that at a duly called meeting of the Board of Directors of the aforesaid Corporation and unit owners of PEBBLE SPRINGS CONDOMINIUM " A", INC., a Resolution amending the Declaration of Condominium for said Condominium, a copy of which is attached hereto and incorporated herein, was voted upon and adopted pursuant to the provisions of paragraph 27 of the aforedescribed Declaration of Condominium, recorded in Official Records Book* 5942, Page 16, in the Public Records in and for Broward County, Florida.

* and according to the Amendment thereof, recorded in O.R.Book 6016 Page 600, both of said Public Records.

IN WITNESS WHEREOF; the undersigned officers have signed and sealed this Certificate of Resolution this 23rd day of August, 1982.

Signed, sealed and delivered in the presence of:

Patricia M Taylor
Neil Odessky
(as to President)

Susan Nevola DellCioppia
President

Susan Nevola DellCioppia

Neil Odessky
Vice President

Neil Odessky

Steven H. Gold
(as to Vice President)

Becker Felice

Patricia M. Taylor
Secretary

Patricia M. Taylor

Susan Nevola DellCioppia
(as to Secretary)

Neil Odessky

Helen E. Geller
Treasurer

Helen E. Geller

Susan Nevola DellCioppia
(as to Treasurer

PREPARED BY: LAWRENCE D. WINSON, ESQ.
1177 S.E. Third Avenue
Fort Lauderdale, FL 33316

AUG 27 12 23 PM '82

OFF REC 10368 PG 120

STATE OF FLORIDA)
SS:
COUNTY OF BROWARD)

ACKNOWLEDGEMENT

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgements, personally appeared SUSAN NEVOLA DELL CIOPPIA, as President, NEIL ODESSKY, as Vice-President, PATRICIA M. TAYLOR, as Secretary, and HELEN E. GELLER, as Treasurer, of PEBBLE SPRINGS CONDOMINIUM "A " ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing Officers Certificate, and they acknowledged before me that they executed the same on behalf of said corporation for the purposes therein expressed.

OFF REC 10368 PG 121

WITNESS my hand and official seal in the County and State last aforesaid, this 23rd day of August, 1982.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 16 1983
Bonded thru Maynard Bonding Agency

PREPARED BY: LAWRENCE D. WINSON, ESQ.
1177 S.E. Third Avenue
Fort Lauderdale, FL 33316

RESOLUTION

OF

UNIT OWNERS AND BOARD OF DIRECTORS

AMENDING DECLARATION OF CONDOMINIUM

WHEREAS, PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, has operated and managed PEBBLE SPRINGS CONDOMINIUM "A", INC., a Condominium since its incorporation on or about March 20, 1979; and

WHEREAS, the unit owners of PEBBLE SPRINGS CONDOMINIUM "A", INC., a Condominium, have approved of all actions taken by PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC., in its capacity as manager and operator of the Condominium; and

WHEREAS, an issue has arisen as to said Association's right to continue to operate and manage the Condominium; and

WHEREAS, the unit owners and Board of Directors all desire said Association to continue to perform said function; and

WHEREAS, the unit owners and Board of Directors recognize that said Association also operates and manages the following Condominiums:

PEBBLE SPRINGS CONDOMINIUM "B", INC.
PEBBLE SPRINGS CONDOMINIUM "C", INC.
PEBBLE SPRINGS CONDOMINIUM "D", INC.
PEBBLE SPRINGS CONDOMINIUM "E", INC.

and that a similar Resolution is being presented to the unit owners and Boards of Directors of said Condominiums and that the unit owners and Board of Directors of PEBBLE SPRINGS CONDOMINIUM "A", INC., approve of said procedure; and

WHEREAS, the unit owners and Board of Directors wish to amend the Declaration of Condominium creating PEBBLE SPRINGS CONDOMINIUM "A", INC. and filed of record in Book 5942, at Page 16,

OFF REC 10368 PG 122

continued.....

in the Public Records in and for Broward County, Florida, so as to resolve any issues regarding PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.'s right to continue to operate and manage the Condominium and to perform whatever acts are necessary to achieve that intent, including the merging of existent Associations for any of the heretofore named Condominiums in the PEBBLE SPRINGS CONDOMINIUM Complex into PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

RESOLVED, That the definition of Association as same appears under the section of the Declaration of Condominium entitled "Definitions" be amended, changed and altered so as to read as follows:

> "ASSOCIATION: Association or Corporation means the entity responsible for the operation of this condominium, which entity is PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC."

RESOLVED FURTHER, That Section (k) of the Declaration of Condominium be amended, changed, and altered so as to read as follows:

> "(k) The name of the Association is PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC."

RESOLVED FURTHER, That a Certificate setting forth the Amendments, certifying that such Amendments have been duly adopted in accordance with the provisions of the Declaration of Condominium of PEBBLE SPRINGS CONDOMINIUM "A", INC., the provisions of Chapter 607, et seq., of the Corporation Laws of the State of Florida and Chapter 718, Florida Statutes, and containing such other statements as may be necessary or advisable, be made by the officers and recorded in the Public Records of Broward County, Florida; and

RESOLVED FURTHER, That the officers of this Corporation are hereby authorized, empowered and directed to take any and all further acts or proceedings which they may deem necessary or proper to effectuate the said Amendments and their intents.

OFF REC 10368 PG 123

RECORDED IN THE OFFICIAL RECORDS
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

87043550

CERTIFICATE OF AMENDMENT

ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF PEBBLE SPRINGS "A" CONDOMINIUM ASSOCIATION, INC.

87 FEB 2 AM 9 53

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of PEBBLE SPRINGS "A", a Condominium, as described in Book 5342 at Page 16 of the Official Records of Broward County, Florida was duly adopted in the manner provided in Article XXVII of the Declaration, at a duly called meeting of the membership of PEBBLE SPRINGS "A" held December 17, 1986.

IN WITNESS WHEREOF, we have affixed our hands this 25th day of January, 1987, at Sunrise, Broward County, Florida.

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

By: _____ President

Attest: _____ Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 27 day of January, 1987, personally appeared _____ and _____, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

_____
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 16 1987
BONDED THRU GENERAL INSURANCE UND.

THIS INSTRUMENT PREPARED BY:
A. HINDA KLEIN, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
6520 North Andrews Avenue
P.O. Box 9057
Ft. Lauderdale, FL 33310

OFF REC 14130 PAGE 676

AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF PEBBLE SPRINGS A, A CONDOMINIUM

(additions indicated by underlining, deletions by"----",
and unaffected language by . . .)

25.

Security Deposits. Association has the right to require, as a condition to permitting the leasing of a unit, the depositing with the Association of a security deposit up to the highest amount allowable by law which may be placed by the Association in a co-mingled account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including but not limited to damage to the Common Elements and Limited Common Elements. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the Unit by lessee.

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CERTIFICATE OF AMENDMENT

ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF PEBBLE SPRINGS "E" CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of PEBBLE SPRINGS "E", a Condominium, as described in Book 5944 at Page 433 of the Official Records of Broward County, Florida was duly adopted in the manner provided in Article XXVII of the Declaration, at a duly called meeting of the membership of PEBBLE SPRINGS "E" held December 17, 1986.

IN WITNESS WHEREOF, we have affixed our hands this 25th day of January, 1987 at Sunrise, Broward County, Florida.

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

By: _____ President

Attest: _____ Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 27 day of January, 1987 personally appeared _____ and _____, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

_____ Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FL.
MY COMMISSION EXPIRES SEPT 16 1987
BONDED THRU GENERAL INSURANCE UND

THIS INSTRUMENT PREPARED BY:
A. HINDA KLEIN, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
6520 North Andrews Avenue
P.O. Box 9057
Ft. Lauderdale, FL 33310

OFF REC 14130 PAGE 678

AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF PEBBLE SPRINGS E, A CONDOMINIUM

(additions indicated by underlining, deletions by"----",
and unaffected language by . . .)

25.

Security Deposits. Association has the right to require, as a condition to permitting the leasing of a unit, the depositing with the Association of a security deposit up to the highest amount allowable by law which may be placed by the Association in a co-mingled account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including but not limited to damage to the Common Elements and Limited Common Elements. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the Unit by lessee.

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CERTIFICATE OF AMENDMENT

ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF PEBBLE SPRINGS "C" CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of PEBBLE SPRINGS "C", a Condominium, as described in Book 5894 at Page 386 of the Official Records of Broward County, Florida was duly adopted in the manner provided in Article XXVII of the Declaration, at a duly called meeting of the membership of PEBBLE SPRINGS "C" held December 17, 1986.

IN WITNESS WHEREOF, we have affixed our hands this ___ day of January, 1987, at Sunrise, Broward County, Florida.

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

By: _____ President

Attest: _____ Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 25 day of January, 1987, personally appeared _____ and _____, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

_____ Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 16 1987
BONDED THRU GENERAL INSURANCE UND

THIS INSTRUMENT PREPARED BY:
A. HINDA KLEIN, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
6520 North Andrews Avenue
P.O. Box 9057
Ft. Lauderdale, FL 33310

OFF REC 14130 PAGE 680

AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF PEBBLE SPRINGS C, A CONDOMINIUM

(additions indicated by underlining, deletions by"----",
and unaffected language by . . .)

25.

Security Deposits. Association has the right to require, as a condition to permitting the leasing of a unit, the depositing with the Association of a security deposit up to the highest amount allowable by law which may be placed by the Association in a co-mingled account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including but not limited to damage to the Common Elements and Limited Common Elements. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the Unit by lessee.

LAW OFFICES
BECKER, POLIAKOFF & STREITFELD, P.A., 6520 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310-9057
TELEPHONE (305) 776-7550

CERTIFICATE OF AMENDMENT

ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF PEBBLE SPRINGS "D" CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of PEBBLE SPRINGS "D", a Condominium, as described in Book 5944 at Page 381 of the Official Records of Broward County, Florida was duly adopted in the manner provided in Article XXVII of the Declaration, at a duly called meeting of the membership of PEBBLE SPRINGS "D" held December 17, 1986.

IN WITNESS WHEREOF, we have affixed our hands this 25th day of January, 1987, at Sunrise, Broward County, Florida.

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

By: _____ President

Attest: _____ Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 27 day of January, 1987, personally appeared _____ and _____, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

_____ Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 16 1987
BONDED THRU GENERAL INSURANCE UND.

THIS INSTRUMENT PREPARED BY:
A. HINDA KLEIN, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
6520 North Andrews Avenue
P.O. Box 9057
Ft. Lauderdale, FL 33310

LAW OFFICES
BECKER, POLIAKOFF & STREITFELD, P.A., 6520 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310-9057
TELEPHONE (305) 776-7550

OFF REC 14130 PAGE 682

AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF PEBBLE SPRINGS D, A CONDOMINIUM

(additions indicated by underlining, deletions by"----",
and unaffected language by . . .)

25.

Security Deposits. Association has the right to require, as a condition to permitting the leasing of a unit, the depositing with the Association of a security deposit up to the highest amount allowable by law which may be placed by the Association in a co-mingled account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including but not limited to damage to the Common Elements and Limited Common Elements. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the Unit by lessee.

OFF REC 14130 PAGE 683

CERTIFICATE OF AMENDMENT

ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF PEBBLE SPRINGS "B" CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of PEBBLE SPRINGS "B", a Condominium, as described in Book 5941 at Page 868 of the Official Records of Broward County, Florida was duly adopted in the manner provided in Article XXVII of the Declaration, at a duly called meeting of the membership of PEBBLE SPRINGS "B" held December 17, 1986.

IN WITNESS WHEREOF, we have affixed our hands this 25th day of January, 1987, at Sunrise, Broward County, Florida.

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 25 day of January, 1987 personally appeared _____ and _____, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

_____
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 16 1987
BONDED THRU GENERAL INSURANCE UND

THIS INSTRUMENT PREPARED BY:
A. HINDA KLEIN, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
6520 North Andrews Avenue
P.O. Box 9057
Ft. Lauderdale, FL 33310

OFF REC 14130 PAGE 654

AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF PEBBLE SPRINGS B, A CONDOMINIUM

(additions indicated by underlining, deletions by"----",
and unaffected language by . . .)

25.

Security Deposits. Association has the right to require, as a condition to permitting the leasing of a unit, the depositing with the Association of a security deposit up to the highest amount allowable by law which may be placed by the Association in a co-mingled account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including but not limited to damage to the Common Elements and Limited Common Elements. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the Unit by lessee.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

OFF REC 14130 PAGE 665

LAW OFFICES
BECKER, POLIAKOFF & STREITFELD, P.A., 6520 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310-9057
TELEPHONE (305) 776-7550

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
PEBBLE SPRINGS "A" CONDOMINIUM ASSOCIATION, INC.

88031102

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Pebble Springs "A", a Condominium, as described in Book 5342 at Page 16 of the Official Records of Broward County, Florida were duly adopted in the manner provided in Article XXVII of the Declaration of Condominium at a meeting held of the membership of Pebble Springs "A" December 16, 1987.

IN WITNESS WHEREOF, we have affixed our hands this 11th day of January, 1988 at City of Sunrise, Broward County, Florida.

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

On this 11th day of January, 1988, personally appeared _____ and _____, and acknowledged that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

_____
Notary Public

My Commission Expires:

BK15141PG1275

13

AMENDMENTS TO
THE DECLARATION OF CONDOMINIUM OF PEBBLE SPRINGS CONDOMINIUM "A" INC.

(additions indicated by underlining, deletions by"----", and unaffected language by . . .)

1. 11. Each unit is hereby restricted to residential use by the owner thereof, his immediate family, guests and invitees. No person under the age of thirteen (13) years of age shall be permitted to reside in any unit for more than thirty (30) days in any twelve-month period. No owner of any unit shall permit use of the same for transient, hotel or commercial purposes.

25. In order to maintain and promote the congenial and cooperative character of the group of unit owners and to protect and sustain the value of this condominium and the units thereof, no unit may be disposed of except in accordance with the following provisions, with which all unit owners (other than the Developer) do hereby covenant and agree to abide and which shall be binding upon their successors and assigns:

2. i. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner. No unit owner may sell his or her unit to a corporation.

3. ii. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit Owner. The owner may not lease his or her unit during the first two (2) years of ownership. Leases must be for a minimum of one (1) year and no owner may lease his or her unit more than once in any twelve (12) month period.

. . .

4. 3. Approval of corporate owner or purchaser.

Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, ~~if the unit owner or purchaser of a unit is a corporation,~~ the approval of ownership by the corporation ~~may be conditioned by requiring that all persons occupying the unit be also approved by the Association.~~ will be denied.

5. 36. Compliance and default.

. . .

iv. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or its guests, relatives or lessees, in the manner provided herein.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining where there is probable cause that any of the provisions of the Declaration of Condominium: the Articles of Incorporation these By-Laws, and the rules and regulations of the Association, regarding the use of units, common elements, or Association property, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report

BK1514PG2276

same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty ($50.00) Dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the unit owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(d) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association's documents: including but not limited to legal action for damages or injunctive relief.

BK1514PG277

LAW OFFICES

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

88031107

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws of Pebble Springs Condominium Association, Inc. as described in Book 8071 at Page 451 of the Official Records of Broward County, Florida, were duly adopted in the manner provided in Article XII of the By-Laws at a meeting of the membership of Pebble Springs held December 16, 1987.

IN WITNESS WHEREOF, we have affixed our hands this 11th day of January, 1988, at the City of Sunrise, Broward County, Florida.

By: Ginger Zeff
President

Attest: Fee Geske
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 11th day of January, 1988, personally appeared Ginger Zeff and Fee Geske, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Ellen J. Mascot
Notary Public

My Commission Expires:

BK15141PG290

LAW OFFICES

AMENDMENTS TO
THE BY-LAWS OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

(additions indicated by underlining, deletions by"----",
and unaffected language by . . .)

ARTICLE IX

Leasing and Sub-Leasing

1. A. The primary object of the corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a metter of discretionary decision by the Board of Directors, and every lease, lease renewal or sublease of a condominium unit is subject to the approval of the Board of Directors as set forth in the Declaration of Condominium. The Board of Directors shall have the right to require that a uniform form of lease shall be used and for a minimum term of not less than <u>one (1) year</u> ~~six (6) months~~ and only <u>one (1)</u> ~~two (2)~~ leases within a twelve (12) month period shall be allowed for any one individual unit.

2. C. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the use, lease or sub-lease of a unit by a corporation shall be <u>prohibited.</u> ~~conditioned by requiring that all persons occupying the unit be approved by the Board of Directors, prior to occupancy. Prior written notice of such intended use of a unit by any corporation shall be submitted to the Board of Directors in accordance with the provisions of these By-Laws.~~

3. ARTICLE XI

Default

. . .

In the event of violation by the owner of a condominium parcel of any of the provisions of the Declarations of Condominium, Certificate of Incorporation, By-Laws or Rules and Regulations, as are now or hereafter constituted, the Association may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation <u>or fine the unit owner pursuant to the Declaration of Condominium(s).</u> Should the Association be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

BK1511PG1291

97-159787 T#001
03-28-97 04:31PM

Prepared by:
Kaye & Roger, P.A.
6261 N.W. 6th Way, Suite 103
Fort Lauderdale, FL 33309

CERTIFICATE OF AMENDMENT
DECLARATIONS OF CONDOMINIUM AND BY LAWS
OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws, an exhibit to the Declarations of Condominium of Pebble Springs Condominium "A", "B", "C", "D" and "E" and the Declarations, as follows:

Declaration	O.R. Book	Page
Pebble Springs Condominium "A", Inc.	4942	16
Pebble Springs Condominium "B", Inc.	5941	868
Pebble Springs Condominium "C", Inc.	5894	386
Pebble Springs Condominium "D", Inc.	5944	381
Pebble Springs Condominium "E", Inc.	5944	433

of the Public Records of Broward County, Florida were duly adopted in accordance with the documents.

IN WITNESS WHEREOF, we have affixed our hands this 21st day of February, 1997, at 4960 NW 80 Ave, Sunrise FL, Broward County, Florida.

By: Micki Grabin, Pres
Print: MICKI GRABIN
Attest: Geraldine M. Wayne
Print: GERALDINE M. WAYNE

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 21 day of February, 1997, by Micki Grabin as President and Geraldine M. Wayne as Secretary of Pebble Springs Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:
sign _____
print BRIAN HALFHIDE
State of Florida at Large

My Commission Expires:

BRIAN J HALFHIDE
Notary Public State of Florida
My Comm. Exp. 10/20/00
Comm#: CC594433

OR 26126 0614

3-17-97

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF
PEBBLE SPRINGS CONDOMINIUM "A", "B", "C", "D" and "E"
AND TO THE BY-LAWS OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . .")

TO THE DECLARATION

25. In order to maintain and promote the congenial and cooperative character of the group of unit owners and to protect and sustain the value of this condominium and the units thereof, no unit may be disposed of with which will unit owners (other than the Developer) do hereby covenant and agree to abide and which shall be binding upon their successors and assigns:

. . .

ii. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit Owner. The owner may not lease his or her unit during the first two (2) years of ownership. Leases must be for a minimum of one (1) year and no owner may lease his or her unit more than once in any twelve (12) month period. Notwithstanding anything to the contrary contained herein, no more than 10% of the units of the Condominium may be leased at any one time. The Board of Directors shall from time to time establish procedures to determine eligibility for rental among the unit owners wishing to do so. Notwithstanding anything to the contrary contained herein, no Owner may sell or otherwise convey any interest in a unit until title has been held for a period of twelve (12) months.

. . .

26. Compliance and default.

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

. . .

ii. Costs and attorneys' fees.

In any proceeding arising because of alleged failure of

BK2621PG0615

a unit owner to comply with the terms and the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court. In the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules of the Association, and the owner of the unit complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorneys fees so incurred from the owner of the unit, regardless of whether litigation is necessary for the enforcement. The costs and attorneys fees so incurred shall be deemed to be a special assessment against the unit and shall be collectible in the same fashion as any other assessment as provided in Article 24 hereunder.

. . .

TO THE BY-LAWS

ARTICLE II
Directors

. . .

Section 5. Powers.

Property and business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of these condominiums as are not by statute or by the Certificate of Incorporation, the Declarations of Condominium, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to the following:

. . .

k) To charge a transfer fee to offset the expenses related to reviewing applications for the sale and/or leasing of units in an amount not to exceed the highest amount allowable under the law, as it may be amended from time to time.

. . .

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

BK26212PG0616

74-203390

D E C L A R A T I O N

OF

C O N D O M I N I U M

OF

PEBBLE SPRINGS CONDOMINIUM "B", INC.

A CONDOMINIUM

LOCATED AT N. W. 88th Avenue, North of
Oakland Park Boulevard, CITY OF SUNRISE,
BROWARD COUNTY,
FLORIDA

DEFINITIONS

As used in this Declaration of Condominium, unless the context otherwise requires, the following definitions shall prevail:

Assessments: Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

Association: Association or Corporation means the entity responsible for the operation of this condominium, which entity is PEBBLE SPRINGS CONDOMINIUM "B", INC.

By-Laws: By-Laws means the by-laws of said corporation as they exist from time to time.

Common Elements: Common Elements means the elements not being parts of the units, for which the unit owners are liable to the Association, as further defined on Page 5 of the Declaration.

Common Expenses: Common Expenses means the expenses for which the unit owners are liable to the Association.

Common Surplus: Common Surplus means the excess of all receipts of the Association, including, but not limited to assessments, rent, profits and revenues on account of the common elements, over the amount of common expenses.

Condominium Parcel: Condominium Parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

Condominium Property: Condominium Property means the land hereinafter submitted to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

RECORDED SEP 27 10 52 AM '74

REC. 5911 PAGE 966

This Instrument Was Prepared By:
RICHARD J. HAYS
605 Ainsley Building
Miami, Florida 33132

Limited Common Elements: Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

Condominium Unit: Condominium unit means a part of the condominium property which is to be subject to private ownership.

Unit Owner or Parcel Owner: Unit owner or parcel owner means the owner of a condominium parcel.

WHEREAS, SPRING-MANK VENTURE, a joint venture of Sidney Mank Enterprises, Inc., and MGIC-Janis Properties, Inc., hereinafter referred to as the "Developer" owns certain real property herein described; and

WHEREAS, said Developer has improved or will improve the property hereinafter described by constructing thereon one (1) multi-family structure containing a total number of twelve (12) apartments or units, which structures have been or will be constructed substantially in accordance with the plans and specifications prepared by JAMES K. LEE, Architect, Fort Lauderdale, Florida, filed with the Building Department of the City of Sunrise, Florida;

(See legal description attached as Exhibit 2)

NOW, THEREFORE, the Developer does, pursuant to the provisions of the Condominium Act, being Chapter 711, Florida Statutes, hereby make this Declaration as to the following matters:

(A) The Developer does hereby submit the above described property and improvements thereon to condominium ownership.

(B) The name by which this condominium is to be identified is:

PEBBLE SPRINGS CONDOMINIUM "B", INC.

a condominium.

(C) The legal description of the land included in this condominium is set forth above.

(D) Each condominium unit is identified by a different number, so that no unit bears the same designation as any other unit, such designated numbers being shown on such units as contained in the exhibits attached hereto.

ORF 5941 PAGE 869

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

PAGE 869

(E) Attached hereto, made a part hereof, and marked Exhibit No. 2, is a survey of the land and a graphic description of the improvements in which units are located, and a plot plan thereof which, together with this Declaration, identify the common elements, the limited common elements, each unit and their relative locations and approximate dimensions.

(F) The undivided shares, stated in percentages, in the common elements which are appurtenant to each of the units are as follows:

BUILDING NO.	APT. NO.	UNIT SHARE
2	1A	9.112
2	1B	8.263
2	1C	7.625
2	1D	7.625
2	1E	8.263
2	1F	9.112
2	2A	9.112
2	2B	8.263
2	2C	7.625
2	2D	7.625
2	2E	8.263
2	2F	9.112

(G) The proportions or percentages and manner of sharing common expenses and owning common surplus are as follows: Each unit owner shall bear and be responsible for such portion of the common expenses as is equal to the percentage of his unit's share of the common elements hereinabove set forth in paragraph (F); and, similarly, each unit owner shall own an undivided interest in the common surplus equal to the aforesaid respective percentage in the common elements.

RECORD 6911 PAGE 470

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

PAGE 870

(H) Voting rights of owners of units are set forth in the By-Laws of the Association.

(I) The method of amendment of this Declaration is set forth hereinafter in this Declaration; provided, however, that notwithstanding said method of amendment of this Declaration, the Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units so long as the Developer owns the units so altered, and if more than one unit is involved in any such change made by the Developer, then the Developer shall apportion between or among each unit the respective shares of the common elements which are appurtenant to such units, and any amendment of this Declaration reflecting such changes by the Developer need be signed and acknowledged only by the Developer and need not be signed or approved by the Association, unit owners, lienors or mortgagees of the units or of the condominium. If any unit which will be affected by the foregoing reservation of the Developer to make changes thereto is encumbered by a mortgage, then no such change shall be made to such unit without the prior written consent of the mortgagee.

(J) The By-Laws are those of the Association, a copy of which is attached hereto and made a part hereof.

(K) The name of the Association is PEBBLE SPRINGS CONDOMINIUM "B", INC.

(L) Additional provisions of this Declaration are as follows:

1. Each of the units shall constitute a separate freehold estate consisting of the area or space contained within the following boundaries.

   i. Horizontal Boundaries.

   The upper and lower boundaries of the units shall be:

   Upper Boundary - The plane of the undersurface of the P.S.I. concrete roof beams.

   Lower Boundary - The plane of the undersurface of the floor slab.

   ii. Vertical Boundaries.

   The vertical boundaries of the units shall be:

OFF. REC. 5941, PAGE 874

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

PAGE 871

Exterior Building Walls - The exterior of the outside walls of the building bounding a unit and where there is attached to the building a loggia, terrace, canopy or other portion of the building serving only the unit being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereof.

Interior Building Walls - The center line of the wall bounding a unit.

2. The common elements shall include all of the property hereinabove described other than the condominium units and shall also include, without limitation, all portions of the multi-family building lying outside of the boundaries of the units, and all conduits, pipes, ducts, plumbing, wiring and other facilities, and if any of the same shall pass through a unit or units, then such common elements shall also include easements through such units for maintenance, repair and replacement thereof; provided, however, that all of the foregoing constituting the common elements is expressly limited to those elements common to or serving more than one unit, so that the common elements do not include conduits, pipes, ducts, plumbing, wiring, air conditioning equipment or any other facilities which service or apply to only one unit although located in the common elements.

3. Limited common elements shall mean and include those portions of the common elements consisting of the designated automobile parking spaces and driveways, as shown on the exhibits attached hereto.

4. From and after the time that the Developer shall cease to own any of the units in this condominium the respective undivided shares of the common elements assigned to the unit owners in this Declaration, as it may be amended pursuant to the terms hereof, shall not be changed except with the unanimous consent of all unit owners and mortgagess.

5. No unit may be divided or subdivided into a smaller unit than as shown on Exhibit 2 attached hereto, nor shall any portion thereof be added to or incorporated into any other unit. The undivided interest in the common elements declared to be an appurtenance to each unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from said unit, and the undivided interest in common elements appurtenant to each unit, shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such unit. Any instrument conveying, devising, encumbering or otherwise dealing with any unit which describes said unit by the unit number assigned thereto in Exhibit 2 without limitation or exception, shall be deemed and construed to affect the entire unit and its appurtenant undivided interest in the common

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elements. Nothing herein contained shall be construed as limiting or preventing ownership of any unit and its appurtenant undivided interest in the common elements by more than one person or entity.

6. The common elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of units in this condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended subject, however, to rules and regulations established by the Association.

7. If any unit shall encroach upon any common element for any reason not caused by the purposeful or negligent act or omission of the unit owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment for so long as such encroachment shall naturally exist; and if any portions of the common elements shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the common elements into such unit for so long as such encroachment shall naturally exist.

8. The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

9. The owner of each unit shall have an exclusive easement for the use of the air space occupied by said unit as it exists at any particular time and as said unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

10. The Association shall administer, operate and manage this condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation and the By-Laws of said corportation. A true copy of the Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as Exhibits 1 and 3 respectively. The owner of each unit shall automatically become a member of the Association upon his acquisition of an ownership interest in title to any unit and its appurtenant undivided interest in common elements and limited common elements, and the membership of such owner shall terminate automatically upon his being divested of such ownership interest in the title to such unit, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any unit shall be entitled, by

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virtue of such lien, mortgage or other encumbrance, to membership in the Association, or to any of the rights or privileges of such membership. In the administration, operation and management of this condominium, said Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the units, common elements and limited common elements as the Board of Directors of the Association may deem to be in the best interests of this condominium. The owner (whether consisting of one or more persons or entities) of each unit shall be entitled to one vote at any meeting or in any other action of the Association, as more fully set forth in its By-Laws.

11. Each unit is hereby restricted to residential use by the owner thereof, his immediate family, guests and invitees. No owner of any unit shall permit use of the same for transient, hotel or commercial purposes.

12. Every owner of a condominium parcel does hereby agree that he shall accept membership in the Association and does hereby agree to be bound by the By-Laws, including Rules and Regulations of the Association, the Certificate of Incorporation of the Corporation, and this Declaration, and to pay the assessments the Association requires to be paid; it being understood and agreed that the owner's agreement to accept membership in the Association and to be bound by said By-Laws, Rules and Regulations, Certificate of Incorporation and this Declaration, and to pay assessments was part of the consideration for the sale by the Developer of the particular condominium parcel and for each succeeding transfer thereof.

13. No immoral, improper, offensive or unlawful use shall be made of any unit or of the common elements, or of the limited common elements, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of this condominium shall be observed. No owner of any unit shall permit or suffer anything to be done or kept in his unit, or on the common elements or on the limited common elements, which will increase the rate of insurance on the condominium, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a unit, or which interferes with the peaceful possession and proper use of any other unit, or the common elements, or the limited common elements.

14. In case of any emergency originating in or threatening any unit, regardless of whether the owner is present at

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the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under the control of the Association a key to his unit.

15. Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration or repair to any portion of the common elements, or to go upon any limited common elements for such purpose, the owner of each unit shall permit the duly authorized agent of the Association to enter such unit, or to go upon the limited common elements constituting an appurtenance to any such unit, for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

16. No owner of a unit shall permit to be made any structural modification or alteration in his unit without first obtaining the written consent of the Association. No owner shall cause any improvements or changes to be made to the exterior of the building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the building, or in any manner change the appearance of any portion of the building not within the boundaries of his unit, without the written consent of the Association being first had and obtained.

17. The Association shall have the right to make or cause to be made such alterations or improvements to the common elements which do not prejudice the rights of the owner of any unit, provided the making of such alterations and improvements are approved by the Board of Directors of the Association. The cost of such alterations or improvements shall be assessed as common expenses to be assessed and collected from all of the owners of units. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a unit or units requesting same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the unit or units exclusively or substantially exclusively benefitted, and the assessment shall be levied in such proportion as may be determined by the Board of Directors of the Association.

18. The owner, at his expense, shall maintain and keep in repair the interior of his unit, including the fixtures thereof and the conduits, pipes, ducts, plumbing,

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wiring, air conditioning equipment and any other facilities which service or apply to his unit although located in the common elements. The owner of each unit must promptly correct any condition within his unit (or in the common elements if the condition requiring correction is one which the owner is obligated to repair) which, if left uncorrected, would adversely affect the apartment building or any part thereof belonging to another unit owner. If the building or any other unit owner should sustain damages because of another owner's failure to correct a condition the correction of which is his responsibility, such defaulting owner shall be liable and responsible for the damages and liability which his action or non-action occasioned.

19. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the common elements and limited common elements, including those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements and the limited common elements for the furnishing of utility services to the units and the common elements and limited common elements, but such responsibility of the Association for maintenance, repair and replacement shall not extend to any conduits, pipes, ducts, plumbing, wiring, air conditioning equipment or other facilities which service or apply to an individual unit although located in the common elements. Should any incidental damage be caused to any unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any common element or limited common element, the Association shall, at its expense, repair such incidental damage. Notwithstanding the foregoing duty of the Association for maintenance, repair and replacement, the Association shall not be liable (other than for the cost of maintenance, repair and replacement) for any injury or damage caused by the elements or other casualty or by any latest condition of the property to be maintained by the Association.

20. Upon his acquiring ownership of a unit, the unit owner shall have the exclusive right to use the parking space designated with the same number as that of his unit, and such exclusive right shall be an appurtenance to said unit.

The aforesaid limited common elements consisting of the aforesaid exclusive right to use a designated parking space and the aforesaid right to use the same shall not be conveyed or encumbered voluntarily or involuntarily, separately from the unit or units to which they are appurtenant. Any conveyance or transfer of, or mortgage or other lien against, a unit shall include the right of the owner of such unit to use the limited common elements, as hereinabove set forth, in the same manner as the respective undivided share of common elements appurtenant to such unit is included.

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21. Risk of loss of or damage to any personal property (other than personal property constituting a portion of the common elements) owned by or in the possession of the owner of a unit which may be in any unit or in or upon common elements or limited common elements shall be borne by such unit owner. The owner of a unit shall have no personal liability for any damages caused by the Association or in connection with the use of the common elements or limited common elements. The owner of a unit shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within his house.

22. The insurance to be carried on the condominium property shall be governed by the following provisions:

i. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and provisions may be made for the issuance of certificates of mortgagee endorsements for the mortgagees and unit owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses.

ii. The coverage for such insurance policies to be carried by the Association shall be as follows:

(1) Casualty insurance covering all of the units, common elements and limited common elements in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, such coverage to afford protection against (a) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and (b) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to those in this condominium, including but not limited to vandalism, malicious mischief, windstorm and war risk insurance, if available;

(2) Public liability and property damage insurance in such amounts and in such form as shall be required by the Association to protect the Association and the owners of all units.

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(3) Workmen's Compensation insurance to meet the requirements of law;

(4) Such other insurance coverage as the Board of Directors of the Association may determine from time to time to be in the best interests of the Association and the owners of all of the units.

iii. Insurance premiums paid by the Association shall be a common expense, as shall be any other fees and expenses incurred by the Association in connection with carrying out these insurance provisions.

iv. The insurance coverage shall be placed with a company or companies authorized to do business in Florida which shall meet the requirements of all mortgagees in interest.

v. All insurance policies purchased by the Association shall be for the benefit of the Association and for the unit owners and mortgagees as their interest may appear, and shall provide that all proceeds coming from property losses shall be paid to the CITY BANK OF LAUDERHILL, Lauderhill, Florida, as Trustee, or to any other bank in Broward County, Florida, with trust powers as may be approved by the Board of Directors of the Association, such trustee being referred to herein as 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 duties 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 unit owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee:

(1) Common elements.

Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share of the common elements appurtenant to his unit.

(2) Units

Proceeds on account of damage to units shall be held in the following undivided shares:

a. If the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit

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owner, which cost shall be determined by the Association.

b. When the building is not to be restored - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(3) Mortgagees.
If a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or contest the determination as to whether the property shall be reconstructed or repaired.

vi. The insurance proceeds received by the Insurance Trustee shall be distributed for the benefit of the beneficial owners in the following manner:

(1) Expenses of the trust.
All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(2) Reconstruction or repair.
If the damage for which the proceeds have been paid is to be repaired or the property reconstructed, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(3) Failure to reconstruct or repair.
If it is determined in a manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired or the property reconstructed, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(4) Certificate.
In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon the certificate of the Association as to the names of the unit owners and their respective shares of the distribution.

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(5) Insurance proceeds which are paid for loss of or damage to personal property belonging to the Association shall be paid by the Insurance Trustee to the Association. The balance remaining after the Association shall have replaced or repaired such lost or damaged personal property or the entire such proceeds if the Association shall determine not to repair or replace such personal property shall be paid to the owners of all units and their respective mortgagees in the same manner as hereinabove provided in subparagraphs (2) and (3) of this paragraph.

vii. Association agent. The Association is hereby irrevocably appointed Agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium unit, to adjust all claims arising from any insurance policy purchased by the Association and to execute and deliver releases upon the payment of claims.

23. i. If any part of the condominium property shall be damaged by casualty, it shall be repaired or reconstructed unless it is determined, as elsewhere provided, within thirty (30) days after the casualty, that the condominium shall be terminated. The Insurance Trustee may rely on a certificate of the Association to determine whether the damaged property is to be repaired or reconstructed.

ii. The damaged portions of the condominium property shall be repaired or reconstructed substantially in accordance with the original plans and specifications applicable to such damaged portions.

iii. If the damage is only to those parts of one unit or items in common elements for which the responsibility for maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair shall be that of the Association.

iv. The Board of Directors of the Association shall obtain reliable and detailed estimates of the cost of repair and reconstruction. Such estimates shall be used to determine, in the first instance, the amount required to be placed in the construction fund.

v. If the proceeds of insurance are not sufficient to pay for the cost of reconstruction or repair by the Association, or if at any time during reconstruction or repair, or upon completion of reconstruction or repair, the funds for the payment of the cost thereof shall be insufficient, assessments shall be made against the unit owner who owns the damaged unit or is responsible for repair of damaged items in common elements

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and against all unit owners in the case of damage to common elements in sufficient amount to provide funds for the payment of such costs. Such assessments against unit owners individually shall be in proportion to the cost of reconstruction and repair of their respective units and the respective items in common elements for which they are individually responsible. Such assessments on account of damages to common elements shall be in proportion to the unit owner's share in the common elements. The sums paid on such assessments shall be paid by the Association to the Insurance Trustee.

vi. The funds for payment of costs of reconstruction and repair (sometimes referred to herein as "the construction fund") shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, and shall be disbursed for the payment of such costs in the following manner:

a. A portion of the insurance proceeds representing damage for which the responsibility for reconstruction and repair lies with the unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement to such unit, then to the unit owner and the mortgagee jointly, who may use said proceeds as they may be advised.

b. With respect to the damage for which the responsibility for reconstruction and repair lies with the Association, the construction fund shall be disbursed in the manner required by the Board of Directors of the Association, upon the approval of an officer or agent of the Association or upon the approval of an architect practicing in Broward County, Florida, or both.

c. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair are from insurance proceeds. If there is a balance in the construction fund after payment of all costs of 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 the 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.

d. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether the disbursements from the construction fund are to be upon the order of the

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Association or upon the 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 unit owners. Instead the Insurance Trustee may rely upon the certificate of the Association made by its president and secretary as to any or all of such matters, 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; 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 fund requires the approval of an architect named by the Association, such approval shall be first obtained by the Association.

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

i. Common expenses shall include the expenses of the operation, maintenance, repair and reconstruction or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as common expense by this Declaration, the By-Laws or by the Condominium Act, Chapter 711, Florida Statutes.

ii. Funds for the payment of common expenses shall be assessed against unit owners, and the common surplus shall be owned by unit owners, in the same respective proportions as the undivided shares in the common elements appurtenant to the respective units, as hereinabove set forth.

iii. A unit owner, regardless of how title is acquired, including without limitation the purchaser at a judicial sale (other than a first mortgage foreclosure sale) shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

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iv. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest or late charges, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid, together with late charge of five ($5.00) dollars per month. All payments on account of past due assessments shall be first applied to interest, then to late charges and then to the assessment payment first due.

v. The Association is hereby given and granted a lien against the condominium parcel for unpaid assessments levied by the Association against the owner of such parcel. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such lien shall also secure interest and late charges on unpaid assessments or installments thereof, as herein set forth. A lien shall commence from the date of recordation in the Public Records of Broward County, Florida.

vi. In any foreclosure of a lien for assessments, the owner of a unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

vii. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessments are made.

viii. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid in the condominium parcel at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

ix. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the condominium parcel as a result of foreclosure the first mortgage (or by deed in lieu of foreclosure), such acquirer of title, his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of

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such parcel which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns.

x. The owner, mortgagee or other lienor of a unit shall have the right to require from the Association a certificate showing the amount of unpaid assessments with respect to that condominium parcel. Any person other than the owner who relies upon such Certificate shall be protected thereby.

25. In order to maintain and promote the congenial and cooperative character of the group of unit owners and to protect and sustain the value of this condominium and the units thereof, no unit may be disposed of except in accordance with the following provisions, with which all unit owners (other than the Developer) do hereby covenant and agree to abide and which shall be binding upon their successors and assigns:

i. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner.

ii. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit owner.

iii. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

iv. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

v. If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

vi. The approval of the Association which is required for the transfer or ownership of units shall be obtained in the following manner:

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(1) Notice to Association:

a. Sale.

A unit owner intending to make a bona fide sale of his unit 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 unit owner's option may include a demand by the unit 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.

b. Lease.

A unit owner intending to make a bona fide lease of his unit or any interest therein 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 lessee as the Association may reasonably require, and an executed copy of the proposed lease.

c. Gift; devise or inheritance; other transfers.

A unit 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 unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

d. 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 a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership,

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the Association shall proceed as if it had received the required notice on the date of such disapproval.

(2) Certificate of approval.

a. 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 of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida.

b. Lease.

If the proposed transaction is a lease, 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 of the Association in recordable form and shall be delivered to the lessee.

c. Gift; devise or inheritance; other transfers.

If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the unit owner and shall be recorded in the Public Records of Broward County, Florida.

3. Approval of corporate owner or purchaser.

Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, if the unit owner or purchaser of a unit is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the unit be also approved by the Association.

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vii. Disapproval by Association.

If the Association shall disapprove a transfer or ownership of a unit, the matter shall be disposed of in the following manner:

(1) Sale.

If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase by the Association or by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit under the following terms:

i. 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 unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

ii. The purchase price shall be paid in cash.

iii. The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

iv. If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 606 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

(2) Lease.

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

(3) Gifts, devise or inheritance; other transfers.

If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase by the Association or a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) 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 unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price shall be paid in cash.

c. The sale shall be closed within ten (10) days following the determination of the sale price.

d. 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.

viii. Mortgage.

No unit owner may mortgage his unit nor any interest therein without the approval of the Association except to a bank, life insurance company or a federal savings and loan association; and, any such mortgage made to any such institution shall secure an indebtedness in an amount not to exceed ninety (90%) per cent of the

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fair market value of the unit at the time of the execution of such mortgage, except that such indebtedness limitation shall not apply to the mortgage obtained by the unit owner in connection with and as part of the original sale of the unit by the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

ix. Exceptions.

The foregoing provisions of this Section 25 shall not apply to a transfer to or 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 unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title 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 acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit 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.

x. 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.

xi. Notice of lien or suit.

a. Notice of lien.

A unit owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of such lien.

b. Notice of suit.

A unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner received knowledge thereof.

c. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

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26. Compliance and default.

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

i. Negligence.

A unit 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. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements.

ii. Costs and attorneys' fees.

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

iii. No waiver of rights.

The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

27. Amendments.

This Declaration of Condominium and the By-Laws of the Association may be amended in the following manner as well as in the manner elsewhere provided:

i. Notice.

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amend-

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 600 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6813

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ment is considered.

ii. Resolution.

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 at the meetings considering the amendment may express their approval in writing. Except as elsewhere provided, such approval must be either by

a. not less than four (4) Directors and by not less than seven (7) votes of the members of the Association; or

b. until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

iii. Proviso.

No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration 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 units in the condominium shall join in the execution of the amendment.

iv. 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 formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Broward County, Florida.

28. Termination.

The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

i. Agreement.

The condominium may be terminated at any time by the approval in writing of all of the record owners of the condominium, by all record owners of mortgages upon units therein owned by a bank, life insurance company or federal savings and loan association. 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 seventy-five (75%) per cent of the common elements, and of the record owners of all mortgages upon units in the condominium owned by a bank, life insurance company or a federal savings and loan association, are obtained 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 units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

a. Exercise of option.

The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased of an agreement to purchase signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall agree to purchase all of the units owned by the owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

b. Price.

The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) 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 units, and a judgment of specific performance of the sale

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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 sale price.

ii. Certificate.

The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

iii. Shares of Owners after termination.

After termination of the condominium, the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

iv. Amendment.

This section concerning termination cannot be amended without consent of all unit owners, of all owners of mortgages required to approve termination by agreement.

29. Until the Developer has sold all of the units in this condominium, it reserves the right to rent any one or more units without restriction. Until the Developer has sold all of the units in this condominium and all of the remainder of the property in the entire subdivision known as Parcel 2, Tract 17, SPRINGREE SUB., the Developer reserves the right to use one or more units in this condominium as model units or model apartments, to use one or more units in this condominium as a sales office, and to use such reasonable area either within or outside of a building in this condominium for the purpose of sales and promotion, the erection and maintenance of signs or other

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promotional visual materials and for the storing of same. The Developer shall be responsible for its share of common expenses attributable to the unit or units owned by the Developer.

30. Despite anything to the contrary contained herein, untilone year from date hereof , whenever and each time that the Association shall have the right to purchase a unit or to supply a purchaser of a unit, the Association shall first offer such unit to the Developer for purchase upon the same terms and conditions as the proposed purchase under consideration, such offer shall be made to the Developer in writing, and the Developer shall have a period of five (5) days from receipt of such offer within which to accept or decline. If the Developer shall accept such offer and become such purchaser, then it may sell or lease such unit free of any restrictions herein set forth relating to the sale or lease of a unit.

31. All of the terms and provisions of this Declaration and of each and every exhibit attached hereto, shall be deemed to be, and shall be covenants running with the land and shall be binding upon and inure to the benefit of all unit owners and their respective heirs, legal representatives, successors and assigns.

32. Severability.

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, or of the By-Laws or Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

33. Subsequent Development.

The Developer intends to construct other condominium units on Parcel 2, Tract 17, SPRINGTREE SUB., Broward County, Florida, which said unit owners will be using the common elements and recreation area provided for the unit owners under this Declaration, and the Developer reserves unto itself the right to later grant easements over the common elements to purchasers of units on said tract of land, which said additional units will be submitted to further Declarations of Condominium in various phases. All private roads, recreation areas and common elements will be maintained by the unit owners.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed this 18th day of SEPTEMBER, , 1974.

SPRING-MANK VENTURE, a joint Venture of SIDNEY MANK ENTERPRISES, INC. and MGIC PROPERTIES CORPORATION

Witnesses:

Howard M Isner

By: SIDNEY MANK ENTERPRISES, INC.

Dora L. Rodgers

By: MGIC PROPERTIES CORPORATION

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this 18th day of SEPTEMBER, 1974, before me personally appeared SIDNEY MANK, President of SIDNEY MANK ENTERPRISES, INC., a corporation under the laws of the State of Florida, to me known to be the person who signed the foregoing Declaration of Condominium as such officer, and acknowledged the Execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 18th day of SEPTEMBER, 1974.

Notary Public, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this 18th day of SEPTEMBER, 1974, before me personally appeared ANTHONY F. MACINA, JR., Vice-President of MGIC PROPERTIES CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the person who signed the foregoing Declaration of Condominium as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 18th day of SEPTEMBER, 1974.

Edna L. Rogers
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES

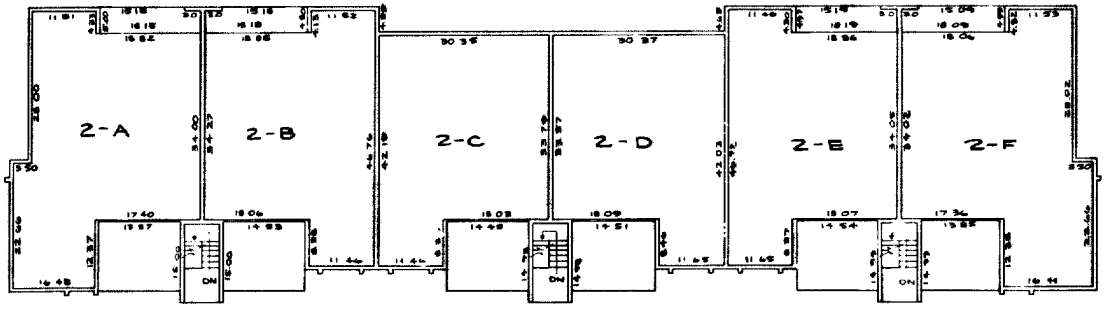
REC 5941 PAGE 895

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

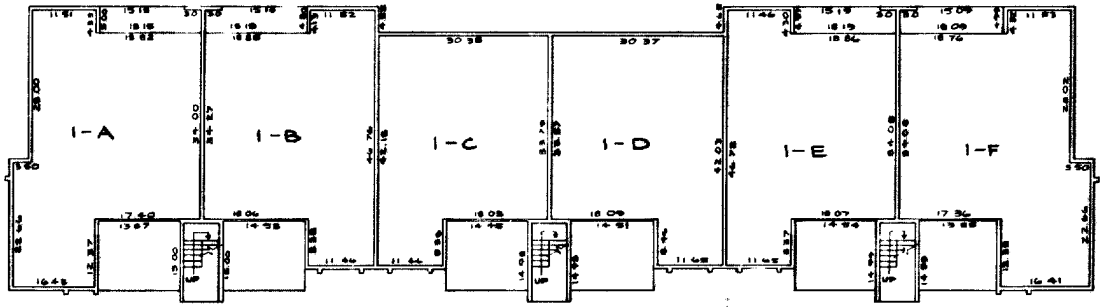
PAGE 895

PEBBLE SPRINGS CONDOMINIUM "B"

GRAPHIC SCALE — LINEAR IN FEET
10 0 10 20 30 40 60



SECOND FLOOR



FIRST FLOOR

ELEVATIONS:
FIRST FLOOR 10.88'
FIRST CEILING 18.88'
SECOND FLOOR 19.81'
SECOND CEILING 27.96'

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DAVIS and CRAVEN, Inc. Civil and Consulting Engineers · Land Surveyors
Land Planners · Land Development Consultants
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE
1499 E. OAKLAND PARK BLVD. – OAKLAND PARK – FT. LAUDERDALE, FLORIDA

SCALE 1" = 10'	DATE	BY	REVISION	DATE 3/6/74
				DRAWN BY HS
				CHECKED BY
				FB/PG
				JOB NO

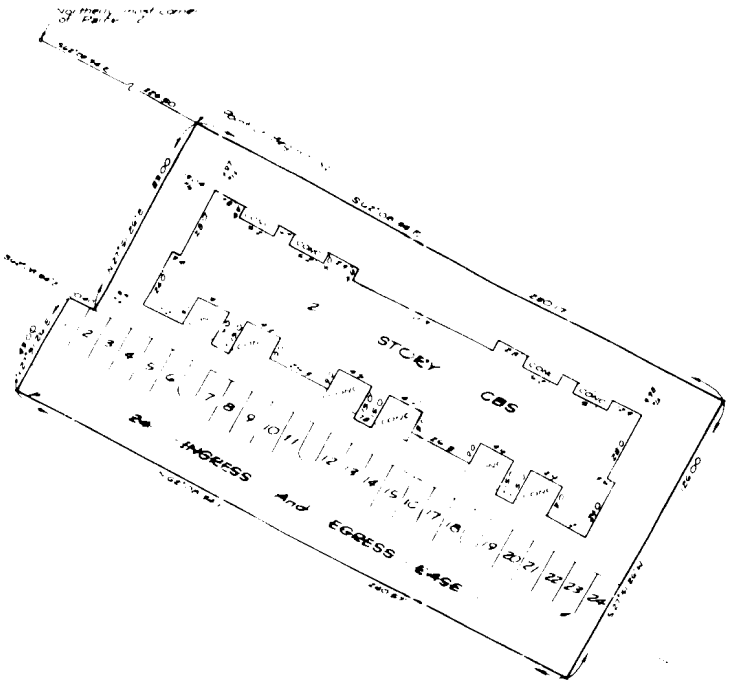
FLOOR PLAN, BUILDING 2

SHEET 2 OF 7 SHEETS

PEBBLE SPRINGS CONDOMINIUM "B"

EXHIBIT No. 2

SCALE IN FEET (1 inch = 20 Feet)





DESCRIPTION

A portion of Parcel 2 of "A REPLAT OF TRACT 17, SPRINGTREE" according to the Plat thereof, as recorded in Plat Book 78, Page 9, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northerly most corner of said Parcel 2, thence N 62° 08' 34" E, along the Northwesterly boundary thereof, a distance of 220.34 feet to the Point of Beginning of this description; thence continue S 62° 08' 34" E, along the last described course, a distance of 230.17 feet; thence S 27° 51' 26" W, a distance of 190.00 feet; thence N 62° 08' 34" W, a distance of 240.17 feet; thence N 27° 51' 26" E, a distance of 62.00 feet; thence S 62° 08' 34" E, a distance of 10.00 feet; thence N 27° 51' 26" E, a distance of 62.00 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

NOTES

1. Each of the Units shall constitute a separate freehold estate consisting of the space contained within the following boundaries:

(a) Horizontal Boundaries

The upper and lower boundaries of the Units shall be:

Upper Boundary - The plane of the undersurface of the Parcel 2 concrete roof slab.

Lower Boundary - The plane of the undersurface of the floor slab.

(b) Vertical Boundaries

The vertical boundaries of the units shall be:

Exterior Building Walls - The exterior of the outside walls of the building bounding a Unit and where there is attached to the building a loggia, terrace, canopy or other portion of the building servicing only the unit being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereof.

Interior Building Walls - The center line of the wall bounding a Unit.

2. The Common Elements shall include all of the property hereinabove described other than the condominium units and shall also include, without limitation, all portions of the multi-family building lying outside of the boundaries of the units, and all conduits, pipes, ducts, plumbing, wiring and other facilities, and if any of the same shall pass through a unit or units, then such Common Elements shall also include Easements through such units for maintenance, repair and replacement thereof; provided, however, that all of the foregoing constituting the Common Elements is expressly limited to those elements commonly serving more than one unit, so that the Common Elements do not include conduits, pipes, ducts, plumbing, wiring, air conditioning equipment or any other facilities which service or relate to only one unit although located in the Common Elements.

3. Limited Common Elements shall mean and include those portions of the Common Elements consisting of the designated automobile parking spaces and balconies as shown on the attached exhibit.

CERTIFICATION

This Certificate, made this 27 day of AUG, 1974, by the undersigned Engineering and Surveying firm is made pursuant to the provisions of Section 711.08 (5)(e) of the 1973 Florida Statutes and is a certification that the condominium document with the site land survey and plot plan, descriptions and other material in connection therewith, together with the wording of said Declaration of Condominium is a correct representation of the existing improvements and that there can be determined therefrom the identification, location, dimensions and size of the Common Elements.

DAVIS AND CRAVEN, INC.

GEORGE W. CRAVEN
REG. LAND SURVEYOR NO. 1930
STATE OF FLORIDA

NOTE: These Plans are prepared in accordance with Chapter 718 of the Florida Statutes. A. LEE, REGISTERED ARCHITECT and DAVIS AND CRAVEN, INC.

SHEET 1 OF 5 SHEETS

REGISTERED LAND SURVEYOR STATE OF FLORIDA

DAVIS and CRAVEN, Inc. — Civil and Consulting Engineers · Land Surveyors · Land Planners · Land Development Consultants

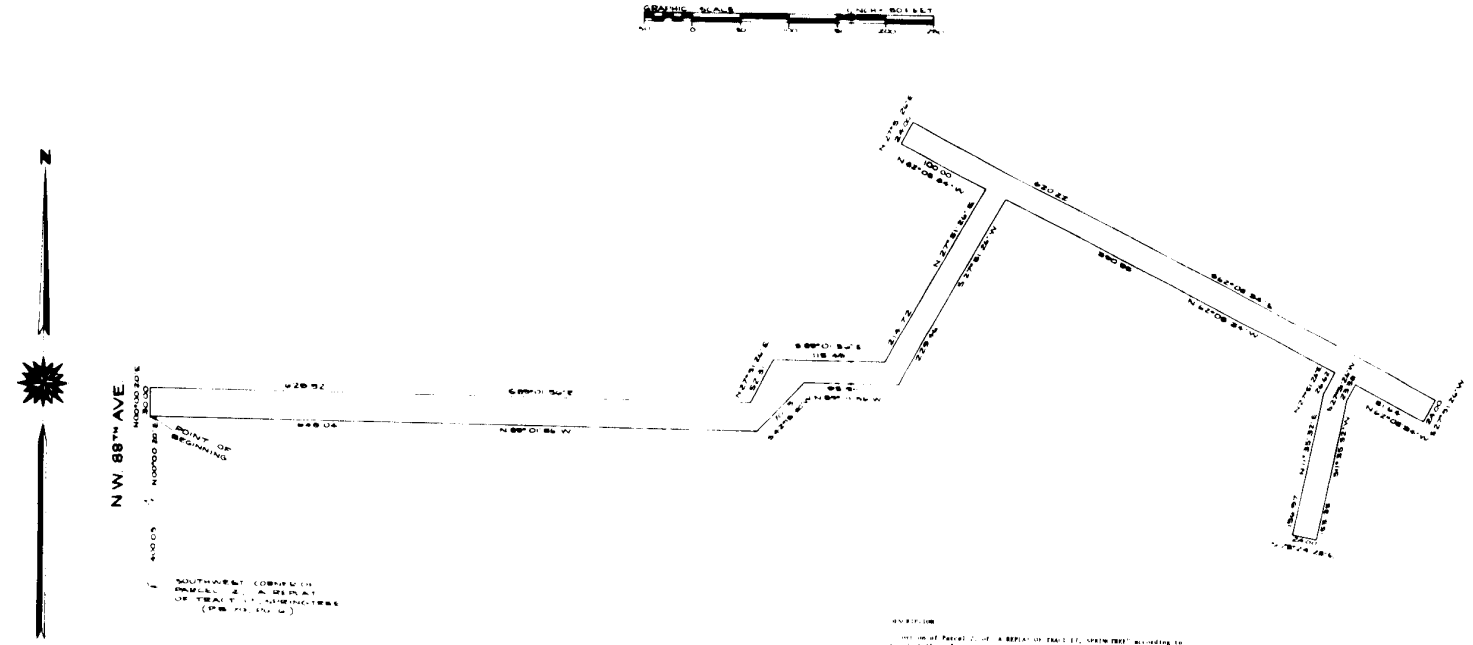
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE

1070 S. OAKLAND PARK BLVD. — OAKLAND PARK - FT. LAUDERDALE, FLORIDA

SCALE	DATE	BY	REVISION	DATE
				DRAWN BY:
				CHECKED BY:
				FB/PG
				JOB NO

OFF REC. 5941 PAGE 897

PEBBLE SPRINGS CONDOMINIUM B



DESCRIPTION

[illegible] of Parcel 2 of a REPLAT OF TRACT F, SAWGRASS MILLS according to the [illegible] thereof, as recorded in Plat Book 79, Page [illegible] of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 2; thence N 89° 01' 56" W, along the South line of said Parcel 2, a distance of 520.22 feet; thence N 42° 08' 24" W, a distance of 340.00 feet; thence N 47° 51' 36" E, a distance of 100.00 feet; thence S 42° 08' 24" E, a distance of 340.00 feet; thence N 89° 01' 56" W, a distance of 520.22 feet; thence S 47° 51' 36" W, a distance of 100.00 feet to the Point of Beginning of this description; thence continue N 89° 01' 56" W, along said South line, a distance of 30.00 feet to a point, said point further described as the Northwest corner of said Parcel 2; thence S 89° 01' 56" E, along the North line of said Parcel 2, a distance of 629.92 feet; thence S 27° 51' 36" W, a distance of 52.33 feet; thence S 89° 01' 56" E, a distance of 117.49 feet; thence N 27° 51' 36" E, a distance of 134.72 feet; thence N 47° 51' 36" E, a distance of 100.00 feet; thence N 27° 51' 36" E, a distance of 24.00 feet; thence S 62° 08' 24" E, a distance of 420.22 feet; thence S 27° 51' 36" W, a distance of 24.0 feet; thence S 62° 08' 24" E, a distance of 41.44 feet; thence S 27° 51' 36" W, a distance of 21.18 feet; thence S 12° 51' 36" W, a distance of 151.35 feet; thence N 18° 24' 28" W, a distance of 24.0 feet; thence N 12° 51' 36" E, a distance of 154.97 feet; thence N 27° 51' 36" E, a distance of 24.82 feet; thence S 47° 08' 24" E, a distance of 180.58 feet; thence S 27° 51' 36" W, a distance of 229.00 feet; thence N 89° 01' 56" W, a distance of 93.96 feet; thence S 47° 51' 36" W, a distance of 70.15 feet; thence N 89° 01' 56" W, a distance of 641.06 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

SHEET 2 OF 2 SHEETS

DAVIS and CRAVEN, Inc. Civil and Consulting Engineers · Land Surveyors · Land Planners · Land Development Consultants

ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE

1693 E. OAKLAND PARK BLVD. · OAKLAND PARK · FT. LAUDERDALE, FLORIDA

DATE	BY	REVISION

DATE 8/10/78
DRAWN BY HG
CHECKED BY PG/FO
JOB NO

INGRESS & EGRESS EASEMENT

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DAC 5941 898

ARTICLES OF INCORPORATION

-of-

PEBBLE SPRINGS CONDOMINIUM "B", INC.

Pursuant to the provisions of Chapter 617, Florida Statutes, the undersigned subscribers to these Articles of Incorporation hereby associate themselves together to form a corporation not for profit.

ARTICLE ONE - NAME

The name of this corporation is PEBBLE SPRINGS CONDOMINIUM "B", INC.

ARTICLE TWO - PURPOSE

The purpose for which this corporation is organized is for the operation of a condominium known as PEBBLE SPRINGS CONDOMINIUM "B", INC., a condominium, upon the real property in Broward County, Florida, more particularly described as follows:

(See legal description attached hereto as Exhibit 2)

This corporation is the non-profit corporation referred to in the Declaration of Condominium of the said condominium and also referred to in said Declaration as the "Association".

ARTICLE THREE - MEMBERS

The qualification of members is that they shall be record owners of units in said condominium. The membership of this corporation shall consist of all of the record owners of units in said condominium as they shall exist from time to time. After receiving the approval of this corporation, if the same shall be

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG. 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

required by the provisions of said Declaration of Condominium or by the By-Laws of this corporation, change of membership in this corporation shall be established by the recording among the Public Records of Broward County, Florida, a deed or other instrument establishing a record title to a unit in said condominium and the delivery to this corporation a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of this corporation. The membership of the prior owner shall be thereby terminated.

1. If a unit in said condominium is owned by more than one person, or is under lease, the person entitled to be a member for such unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of this corporation.

2. If a unit in said condominium is owned by a corporation, then the member for such unit shall be designated by a certificate of appointment signed by the President or vice-president and attested by the secretary or assistant secretary of such corporation, and filed with the secretary of this corporation. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or change in the ownership of the unit concerned.

ARTICLE FOUR - TERM OF EXISTENCE

The term for which this corporation is to exist is in perpetuity, unless the said condominium is terminated pursuant to the provisions of Chapter 711, Florida Statutes, and of the Declaration of Condominium of said condominium, and in the event of such termination, this corporation shall be dissolved.

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

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ARTICLE FIVE - SUBSCRIBERS

The names and residences of the subscribers hereto are as follows:

SIDNEY MANK	16511 N.E. 26th Avenue North Miami Beach, Florida
SEYMOUR J. SIMON	608 Ainsley Building Miami, Florida 33132
GERALD FREED	3230 University Drive City of Sunrise, Florida

ARTICLE SIX - OFFICERS

The affairs of this corporation are to be managed by a president, vice-president, secretary and treasurer and such additional officers as may be specified in the By-Laws. One person may be elected to the offices of secretary and treasurer, if the directors so elect. The said officers shall be elected by the directors at the annual meeting of the Board of Directors, beginning with the annual meeting held in 197 5 .

ARTICLE SEVEN - FIRST OFFICERS

The names of the officers who are to serve until the first election are:

SIDNEY MANK.....President

SEYMOUR J. SIMON.....Secretary

GERALD FREED.....Treasurer

ARTICLE EIGHT - DIRECTORS

This corporation shall be governed by a Board of Directors consisting of five persons to be elected by the members from among the members. They shall be elected at the annual meeting members beginning with the first annual meeting to be held in 197 5 . Until the first election, the Board of Directors shall consist of the following three persons:

SIDNEY MANK
SEYMOUR J. SIMON
GERALD FREED

OFF REC 5941 PAGE 901

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

ARTICLE NINE - BY-LAWS

The initial By-Laws of this corporation are those annexed to the aforesaid Declaration of Condominium. Such By-Laws may be altered or rescinded in the manner provided in said Declaration and in conformity with the provisions of Chapter 711, Florida Statutes. (By not less than four (4) Directors and by not less thanseven (7) votes of the members).

ARTICLE TEN - AMENDMENTS TO ARTICLES

Amendments to these Articles of Incorporation may be proposed by the Board of Directors and adopted by the members in the same manner as amendments to the By-Laws are provided for in said Declaration of Condominium. (By not less than four (4) Directors and by not less thanseven (7) votes of the members).

ARTICLE ELEVEN - MERGER

This corporation shall have the right to merge or combine with another Florida corporation not for profit or other Florida corporations not for profit, provided that the purpose of such other corporation or corporations in the operation of a condominium or condominiums on real property located within the subdivision known as SPRINGTREE SUB., according to the Plat thereof, as recorded in Plat Book 79, at Page 6, of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 18th day of SEPTEMBER, 1974.

_____ (SEAL)
SIDNEY MANK

_____ (SEAL)
SEYMOUR J. SIMON

_____ (SEAL)
GERALD FREED

OFF REC 5941 PAGE 902

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 606 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

PAGE 902

STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared SIDNEY MANK, SEYMOUR J. SIMON and GERALD FREED, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of SEPTEMBER, 1974.

Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1977
Bonded by American Fire & Casualty Co.

OFF. REC. 5941 PAGE 903

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

PAGE 903

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That PEBBLE SPRINGS CONDOMINIUM "B", INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of Sunrise County of Broward, State of Florida has named SIDNEY MANK located at 3260 University Drive, (Street address and number of building, Post Office Box address not acceptable) City of Sunrise, County of Broward, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

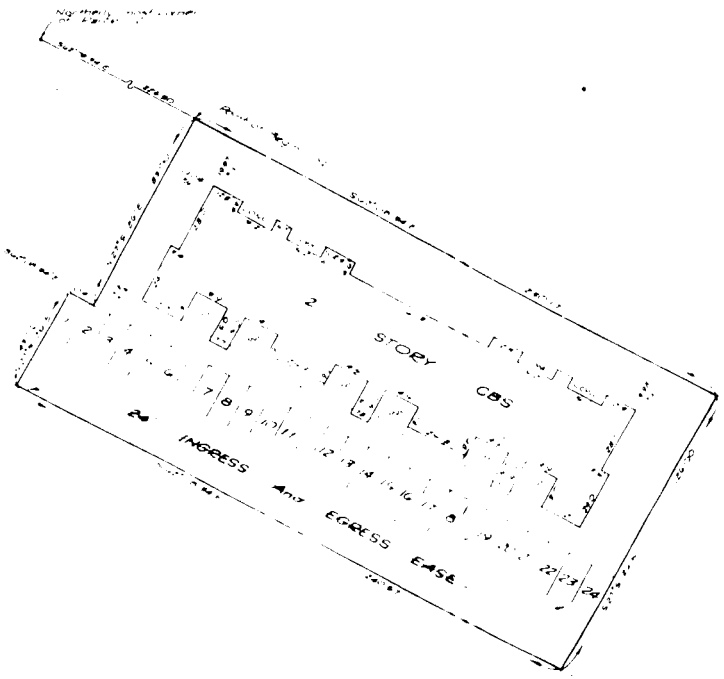
Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

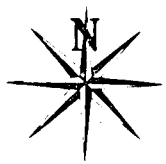
By Sidney Mank
SIDNEY MANK
(Resident Agent)

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PEBBLE SPRINGS CONDOMINIUM "B"

EXHIBIT No. 2





DESCRIPTION

A portion of Parcel 2 of A REPLAT OF UNIT 37, BIRMINGTREE according to the Plat thereof, as recorded in Plat Book 78, Page 8, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northeast most corner of said Parcel 2; thence N 42° 08' 14" E, along the Northwesterly Southern boundary, a distance of 224.18 feet to the Point of Beginning of this description; thence continue N 42° 08' 14" E, along the last described course, a distance of 219.__ feet; thence N 27° 51' 24" W, a distance of 126.00 feet; thence N 62° 08' 36" E, a distance of 248.57 feet; thence S 27° 51' 24" E, a distance of 45.00 feet; thence N 62° 08' 36" E, a distance of 20.68 feet; thence N 27° 51' 24" E, a distance of 45.00 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

NOTES:

CERTIFICATION

This certificate, made this 27 day of AUG., 1973, by the undersigned engineering and surveying firm, is made pursuant to the provisions of Section 711.01, Florida Statutes, and is a certification that the construction, including the attached survey and plot plan, descriptions and other material to constitute them, together with the wording of said declaration of condominium is a correct representation of the existing improvements and that there can be determined therefrom, the identification, location, dimensions and size of the common elements, and of each Apartment Unit.

DAVIS AND CRAVEN, INC.

GEORGE A. CRAVEN III
REG. LAND SURVEYOR NO. 1930
STATE OF FLORIDA

NOTE: These Plans are prepared in accordance with information supplied by JAMES A. LEE, REGISTERED ARCHITECT and DAVIS AND CRAVEN, INC.

SHEET 1 OF 3 SHEETS

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DAVIS and CRAVEN, Inc. Civil and Consulting Engineers - Land Surveyors
Land Planners - Land Development Consultants
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE
1499 E. OAKLAND PARK BLVD. - OAKLAND PARK - FT. LAUDERDALE, FLORIDA
PHONES: 566-9933
566-2466

SCALE	DATE	BY	DIVISION

DATE
DRAWN BY
CHECKED BY
FB PG
JOB NO

BY-LAWS

OF

PEBBLE SPRINGS CONDOMINIUM "B", INC.

A FLORIDA CORPORATION NOT FOR PROFIT

****

ARTICLE I

General

Section 1. The Name.

The name of the corporation shall be PEBBLE SPRINGS CONDOMINIUM "B", INC.

Section 2. Principal Office.

The principal office of the corporation shall be at the general or administrative offices of the condominium located in the condominium or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Corporate Purpose.

The general purpose of the corporation shall be as follows: To be the "Association" (as defined in the Condominium Act of the State of Florida, Chapter 711, Florida Statutes) for the condominium property that has been submitted to condominium ownership in the Declaration of Condominium for the condominium known as PEBBLE SPRINGS CONDOMINIUM "B", INC., in Broward County, Florida.

ARTICLE II

Directors

Section 1. Number and Term.

The number of Directors which shall constitute the whole Board shall be five (5). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his Successor shall be elected and shall qualify.

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG. 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

Section 2. Vacancy and Replacement.

If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal.

Directors may be removed for cause by an affirmative vote of a majority of the members. A director shall be disqualified from further service on the Board if his membership in the Association shall be terminated for any reason whatsoever.

Section 4. First Board of Directors.

The first Board of Directors shall consist of SIDNEY MANK, SEYMOUR J. SIMON and GERALD FREED, who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, however, that any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers.

A. The property and business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of this condominium as are not by statute or by the Certificate of Incorporation, the Declaration of Condominium, or by these By Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to, the following:

a. To levy upon the members monthly and other assessments, payable in advance. The Board of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any necessary additional expenses, but said increase can only be made in the proportion established in Article VII, Section 3 of these By-Laws;

b. To use and expend the assessments collected to maintain, care for and preserve the condominium units, the common elements, the limited common elements and the condominium property (other than the interiors of the condominium units, which are to be maintained, cared for and preserved by the individual condominium unit owners);

c. To pay taxes and assessments levied and assessed against any real property the corporation might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation;

d. To enter into and upon the condominium units when necessary and at as little inconvenience to the owner as

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possible in connection with such maintenance, care and preservation. For the purpose of preservation, care and restoration of condominium property, each owner of a condominium unit grants a perpetual easement to the then existing Board of Directors or its duly authorized agents to enter into his condominium unit at any reasonable time (or at any unreasonable time if the necessities of the situation should so require);

e. To repair and replace common element and limited common element facilities, machinery and equipment;

f. To insure and keep insured the said building and improvements on the property and the owners against loss from fire or other casualty and against public liability and to carry such other insurance as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declaration of Condominium;

g. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from unit owners for violations of the Declaration of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Directors;

h. To employ such personnel, make such purchases and enter into such contracts as may be necessary or desirable in carrying out the operation and management of the condominium;

i. To make, amend and repeal Rules and Regulations governing the operation, maintenance and management of the condominium, including, without limitation, the use and occupancy of the units by the members, the use of the common elements, the use of the recreation area and facilities;

j. To contract with a manager or managing agent for a period of not more than five (5) years to whom the Board may delegate the performance of such of its duties and powers with respect to the management and operation of the condominium as the Board may determine, including, without limitation, delegating to such manager or managing agent the right to make, amend and repeal the aforesaid Rules and Regulations, and to collect and disburse the funds of this corporation, and to pay such a management agent a fee, which manager or managing agent may be one or more individuals who are officers or employees of the developer, or may be a corporation controlled by or affiliated with the developer.

k. To enter into a lease or leases, as tenant, for the use of property (including the non-exclusive use thereof), whether or not contiguous to the lands of the condominium to be operated by this corporation, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners of such condominium.

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Section 6. Compensation.

Directors' and officers' fees, if any, shall be determined by the members.

Section 7. Meetings.

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

B. Regular meetings of the Board shall be held monthly without notice at such time and place as the Board shall fix from time to time.

C. Special meetings of the Board may be called by the president on five (5) days' notice to each director either personally or by mail or telegram. Special meetings shall be called by the president or secretary in a like manner and on like notice on the written request of three (3) directors.

D. At all meetings of the Board a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Declaration of Condominium, or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Annual Statement.

The Board shall present at the annual meeting of members, and when called for by a vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation.

ARTICLE III

Officers

Section 1. Elective Offices.

The officers of the corporation shall be members, shall be chosen by the directors and shall be a president, a vice president, a secretary and a treasurer. The Board of Directors may also choose one or more additional vice presidents, assistant secretaries, assistant treasurers, or other officers. Two or more offices may not be held by the same person.

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Section 2. Election.

The Board of Directors at its first meeting after each annual meeting of general members shall elect officers, none of whom, excepting the president, need be a director.

Section 3. Appointive Offices.

The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term.

The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President.

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to another officer or agent of the corporation.

Section 6. The Secretary.

A. The Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

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B. Assistant secretaries in order of their seniority shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 7. The Treasurer and Assistant Treasurers.

A. The Treasurer shall have the custody of the corporation funds and securities and shall keep full and accurate accounts of the receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the corporation.

C. Assistant treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

Section 8. Bonding of Corporate Officers.

The Treasurer and all Assistant Treasurers, if any, the President and Secretary, shall be required to be bonded in an amount to be determined by the Board of Directors with a fiduciary bonding company licensed and authorized to transact business in the State of Florida. The cost of the premium for this bond shall be paid by the condominium association.

Section 9. Indemnification of Corporate Officers.

Every director and 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 an officer or director 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 approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director may be entitled.

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ARTICLE IV

Membership

Section 1. Definition.

Membership in the Association shall be limited to the owners of the condominium parcels as identified in the Declaration of Condominium. The Association shall not issue certificates.

Section 2. Voting Rights.

A member shall be entitled to cast one vote for each condominium parcel owned by him at all meetings of the members of the Association. No vote is divisible. The Certificate of Incorporation of this corporation provides for the designation of a member when a condominium unit is owned by more than one person or by a corporation or is under lease.

Section 3. Transfer of Membership Ownership.

Transfer of membership in the Association occurs only as an incident to the conveyance or transfer of a condominium parcel as identified in the Declaration of Condominium and takes place automatically. The conveyance of the individual's condominium parcel is subject to the approval of the Board of Directors. The method for transferring condominium parcel ownership is more fully described in paragraph number 25 of the Declaration of Condominium.

ARTICLE V

Meetings of Membership

Section 1. Place.

All meetings of the corporation membership shall be held at the office of the corporation, or may be held at such place and time as shall be stated in the notice thereof.

Section 2. Annual meeting.

A. The first annual meeting of members shall be held on the first Monday in January, 1975.

B. Regular annual meetings, subsequent to 1975, shall be held on the first Monday in January of each year.

C. All annual meetings shall be held at the hour of 2:00 o'clock P.M., or at such hour as the Board of Directors may determine.

D. At the annual meeting, the members shall elect, by a plurality vote, a Board of Directors, and transact such other business as may properly be brought before the meeting.

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E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation at least ten (10) days prior to the meeting.

Section 3. Membership List.

At least ten (10) days before every election of directors, a complete list of the members entitled to vote at said election, arranged numerically by "condominium units," with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the principal office of the corporation and shall be open to examination by any member throughout such time. No member who is then more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting.

Section 4. Special Meetings.

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and and shall be called by the President or Secretary at the request in writing of not less than one-fourth (1/4) of the membership. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least five (5) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum.

Fifty-one (51%) per cent of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, the Declaration of Condominium or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

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Section 6. Vote Required to Transact Business.

When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by written proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation, the Declaration of Condominium or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or adjournments thereof, must be in writing, signed by the member appointing the proxy and filed with the Secretary prior to the meeting for which the proxy is given.

Section 8. Waiver and Consent.

Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, of the Declaration of Condominium, of the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 9. Rules of Procedure.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Certificate of Incorporation, By-Laws, statute or Declaration of Condominium.

ARTICLE VI

NOTICES

Section 1. Definition.

Whenever, under the provisions of the statutes or of the Certificate of Incorporation, of these By-Laws, or of the Declaration of Condominium, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to such director or member at such address as appears on the books of the corporation.

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Section 2. Service of Notice - Waiver

Whenever any such notice is required to be given, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

Finances

Section 1. Fiscal Year.

The fiscal year shall begin the first day of January in each year.

Section 2. Checks.

All checks or drafts for money and notes of the corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Assessments.

The Board of Directors of the corporation shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued operation of the condominium. The Board shall determine the total amount required, including the operational items such as taxes, insurance, repairs, maintenance and other operating expenses. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium units in accordance with Paragraph (F) of the Declaration. This ratio of assessments shall remain constant regardless of the purchase price of the condominium parcel or the percentage of the building's square footage included in each condominium unit. Said assessments shall be payable monthly in advance as ordered by the Board of Directors. Special assessments, should such be required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees to pay promptly when due the monthly and all special assessments assessed against his own condominium unit. Delinquent assessments will bear interest and late charges as set forth in the Declaration of Condominium to which these By-Laws are an exhibit. No member shall be personally liable for any debts of the corporation whatsoever.

Section 4. Accounts.

There shall be established and maintained such bank account or accounts as the Board of Directors shall deem advisable, into which shall be deposited all monthly and special assessments as fixed and determined for all condominium units. Disbursements from said accounts shall be for the general needs of the corporation, including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the property of the corporation.

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Section 5. Condominium Expenses.

The condominium expenses for which the members shall be liable in the respective proportions set forth in the Declaration of Condominium shall be those costs and expenses deemed necessary or desirable by the Association for the operation and maintenance of the condominium property, other than maintenance of the interior of a unit and of such other items for whose maintenance and repair a unit owner is responsible although the same are located in the common elements. Such operating and maintenance expenses shall include, but not be limited to, maintenance of all lawns shrubbery and landscaping, water and electricity for landscaping sprinkler system, electricity for lighting streets and common elements, painting the exterior of all buildings, maintenance and repair of roofs of all buildings (but not air conditioning equipment located on the roof), removal of garbage and trash.

Section 6. Annual Audit.

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 1st of the year following the year for which the report is made.

ARTICLE VIII

Seal

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Not for Profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or in any other form evidencing the intent of the signing officer or officers to have the effect of the corporate seal.

ARTICLE IX

Leasing and Sub-Leasing

The primary object of the corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a matter of discretionary decision by the Board of Directors, and every lease or sub-lease of a condominium unit is subject to the approval of the Board of Directors, as set forth in the Declaration of Condominium. The Board of Directors shall have the right to require that a uniform form of lease shall be used and for a minimum term of not less than three (3) months.

ARTICLE X

Default

In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid by the Association within thirty (30) days from the due date, the Association,

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through its Board of Directors or manager, acting in behalf of the Association, may foreclose the lien encumbering the condominium parcel created by the non-payment of the required monies. In said foreclosure action, the Plaintiff shall be entitled to the appointment of a receiver as a matter of strict right to the Association and without reference to the adequacy or inadequacy of the value of the property sought to be foreclosed or the solvency or insolvency of the owner or any party defendant to such suit. To further secure payment of this indebtedness, the condominium parcel owner by virtue of his acceptance of the conveyance of the condominium parcel to him, does hereby sell, assign, transfer, and set over unto the Association all of the rents, issues and profits of his condominium parcel, and this assignment shall become operative upon any default being made by said condominium parcel owner hereunder, and shall remain in full force and effect so long as any default continues to exist hereunder, and the Association shall have the right to enter upon the premises and collect the same directly from the occupants.

If the Association becomes the owner of the condominium parcel in question, it shall offer said parcel for sale, and whenever such a sale is consummated, it shall, from the proceeds received from said sale, deduct all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the law suit in question, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the condominium parcel in question, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repair and refurbishing of the condominium unit in question so that it could be sold. All monies remaining after deducting the foregoing items of expense shall be returned directly to the former owner of the condominium parcel in question.

In the event of violation by the owner of a condominium parcel of any of the provisions of the Declaration of Condominium, Certificate of Incorporation, By-Laws or Rules and Regulations, as are now or hereafter constituted, the Association may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation. Should the Association be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

ARTICLE XI

Amendment

These By-Laws may be amended in the following manner as well as in the manner elsewhere provided:

Section 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.

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Section 2. Resolution.

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members. Directors and members not present at the meeting considering the amendment may express their approval in writing. Except as elsewhere provided, such approval must be either by

A. not less than four (4) Directors and by not less than 7 votes of the members; or

B. until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

Section 3. Agreement.

In the alternative, an amendment may be made by an agreement executed by all members and mortgagees in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

Section 4. Proviso.

No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment.

ARTICLE XII

Arbitration

By virtue of his acceptance of the conveyance of his condominium parcel to him, each member has agreed to submit to arbitration any controversy or dispute arising concerning the construction of any of the By-Laws or any action on the part of the Board of Directors, in accordance with the terms and conditions of the Florida Arbitration Code (now designated as Chapter 682, Florida Statutes) as they may exist at the time such dispute arises.

ARTICLE XIII

Miscellaneous

Section 1.

The definitions of particular words and phrases contained in the Condominium Act (now Chapter 711, Florida Statutes) or in the Declaration of Condominium, shall apply to such words and phrases when used in these By-Laws.

OFF. REC. 5941 PAGE 918

Section 2.

Should any provision of these By-Laws be void or unenforceable in law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

Section 3.

Any lien or other encumbrance upon or against a condominium unit or parcel in favor of the Association is hereby declared to be, and shall be, subject, subordinate and inferior to the lien of any mortgage encumbering such unit or parcel, where such mortgage is made to a bank, savings and loan association or life insurance company, and regardless of whether such mortgage was made or recorded before or after the aforesaid lien or encumbrance of the Association.

PEBBLE SPRINGS CONDOMINIUM "B", INC.

By: _____
SIDNEY MANK, President

Attest: _____
SEYMOUR J. SIMON, Secretary

STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this 18th day of SEPTEMBER, 1974, before me personally appeared SIDNEY MANK and SEYMOUR J. SIMON, President and Secretary, respectively, of PEBBLE SPRINGS CONDOMINIUM "B", INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing By-Laws as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 18th day of SEPTEMBER, 1974.

_____
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1977
Bonded by American Fire & Casualty Co.

OFF REC 5941 PAGE 919

74-235176

FIRST AMENDMENT

TO

DECLARATION

OF

CONDOMINIUM

OF

PEBBLE SPRINGS CONDOMINIUM "B", INC.,

A CONDOMINIUM

This is the First Amendment to that DECLARATION OF CONDOMINIUM OF PEBBLE SPRINGS CONDOMINIUM "B", INC., A CONDOMINIUM, which was dated September 18, 1974, and filed under Clerk's File No. 74-203390 of Broward County, Florida, being recorded in O. R. Book 5941, at Page 868 of the Public Records of Broward County, Florida, which amendment was duly adopted by resolution of PEBBLE SPRINGS CONDOMINIUM "B", INC.

1. On Page 2 of said DECLARATION OF CONDOMINIUM, commencing on Line 11, where MGIC-JANIS PROPERTIES, INC., appear, said words shall be stricken and in their place and stead the following words shall appear: MGIC PROPERTIES CORPORATION.

2. The easement attached as sheet 3 of the Condominium Survey and Plans is hereby submitted for the use of all the owners, their mortgagees, licensees, guests and invitees of units in buildings erected on Parcel 2, Tract 17, SPRINGTREE SUB., Broward County, Florida. PEBBLE SPRINGS CONDOMINIUM "B", INC., shall have an undivided 4.51% interest in the fee simple title to the easement. The ingress and egress easements shown as exhibits in the other adjoining condominiums will also be for the use of all unit owners, their mortgagees, licensees, guests and invitees of each and every condominium.

3. Paragraph k, Page 3 of the By-Laws is hereby amended by adding the words, "The Association is hereby authorized to accept deeds to the Recreation Area from the Developer."

OFF RECORDS PAGE 344

This Instrument Was Prepared By:
RICHARD J. HAYS
608 Ainsley Building
Miami, Florida 33132

RETURN TO:
PALLOT, POPPELL, GOODMAN & SHAPO
1504 Alfred I. duPont Building
Miami, Florida 33131

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6810

4. Paragraph 33 of the DECLARATION OF CONDOMINIUM shall have added the following language: "All Recreation Areas and Facilities will be deeded without charge by the Developer to the Association upon completion of the project on Parcel 2, Tract 17, SPRINGTREE SUB., Broward County, Florida."

5. In all other respects, the DECLARATION OF CONDOMINIUM, executed on September 18, 1974, shall be hereby ratified and the above amendments shall be effective as of September 18, 1974.

IN WITNESS WHEREOF, the Developer and the Condominium Association have caused this First Amendment to DECLARATION OF CONDOMINIUM to be executed this 6th day of November, 1974.

Witnesses:

SPRING-MANK VENTURE, a joint venture of SIDNEY MANK ENTERPRISES, INC., and MGIC PROPERTIES CORPORATION

_____ By: _____ President
SIDNEY MANK ENTERPRISES, INC.

_____ By: _____ Vice-President
MGIC PROPERTIES CORPORATION

Witnesses:

PEBBLE SPRINGS CONDOMINIUM "B", INC.

_____ By: _____ President
SIDNEY MANK

_____ Attest: _____ Secretary
SEYMOUR J. SIMON

STATE OF FLORIDA)
COUNTY OF DADE) ss:

I HEREBY CERTIFY that on this 6th day of November, 1974, before me personally appeared SIDNEY MANK, President of SIDNEY MANK ENTERPRISES, INC., a corporation under the laws of the State of Florida, to me known to be the person who signed the foregoing First Amendment to Declaration of Condominium of PEBBLE SPRINGS CONDOMINIUM "B", INC., as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State this 6th day of November, 1974.

_____
Notary Public, State of Florida at Large.

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires May 31, 1977
Bonded by American Fire & Casualty Co.

OFF. REC. 8005 PAGE 945

(Second Acknowledgment Follows)

STATE OF FLORIDA)
COUNTY OF DADE) ss:

I HEREBY CERTIFY that on this 6th day of November, 1974, before me personally appeared ANTHONY F. MACINA, JR., Vice-President of MGIC PROPERTIES CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the person who signed the foregoing First Amendment to Declaration of Condominium of PEBBLE SPRINGS CONDOMINIUM "B", INC., as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State this 6th day of November, 1974.

Notary Public, State of Florida at Large

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:
GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF DADE)

On this day, personally appeared before me, SIDNEY MANK and SEYMOUR J. SIMON, to me known, and known to me to be the President ~~and Secretary of PEBBLE SPRINGS CONDOMINIUM "B", INC.~~, ~~respectively~~, a corporation under the laws of the State of Florida, and they acknowledged to me that the know the contents of the foregoing First Amendment to Declaration of Condominium of Pebble Springs Condominium "B", Inc., and they executed same on behalf of said corporation, for the purposes and intents expressed therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, at Miami, said County and State this 6th day of November, 1974.

Notary Public, State of Florida at Large

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1977
Bonded by American Fire & Casualty Co.

The following undersigned parties, together with the Developer, are all of the Unit Owners in the above Condominium and join in this First Amendment to Declaration of Condominium of Pebble Springs Condominium "B", Inc., and they hereby affix their individual signatures before a Notary Public, on the following individual and separate pages, attached hereto and made a part hereof:

FILED
6905 PAGE 946

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 900 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-0813

Witnesses:

UNIT 1-B
PEBBLE SPRINGS CONDOMINIUM "B", INC.

DOROTHY LIPNER
A Single Woman

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

I HEREBY CERTIFY that on this 7th day of November, 1974, before me personally appeared Dorothy Lipner, to me known to be the person who owns Condominium Unit 1-B in the above condominium, and she acknowledged to me that she knows the contents of the foregoing attached First Amendment to Declaration of Condominium of Pebble Springs Condominium "B", Inc., and that she executed same for the intents and purposes stated therein as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal at Sunrise, said County & State, this 7th day of November, 1974.

Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JUN. 3, 1976

STATE OF FLORIDA AT LARGE
Irving H. Abbott
NOTARY PUBLIC

OR BOOK 947

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-8813

Witnesses:

UNIT 1-C
PEBBLE SPRINGS CONDOMINIUM "B", INC.

BETTY WEISZ, a single woman

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

I HEREBY CERTIFY that on this 7th day of November, 1974, before me personally appeared Betty Weisz, a single woman, to me known to be the person who owns Condominium Unit 1-C in the above condominium, and she acknowledged to me that she knows the contents of the foregoing attached First Amendment to Declaration of Condominium of Pebble Springs Condominium "B", Inc., and that she executed same for the intents and purposes stated therein as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal at Sunrise, said County & State, this 7th day of November, 1974.

Notary Public, State of Florida at Large

My Commission expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES: MAR 3 1977

Abbott
NOTARY PUBLIC

OFF. REC. 6005 PAGE 948

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 606 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6510

Witnesses:

UNIT 1-D
PEBBLE SPRINGS CONDOMINIUM "B", INC.

By _____
FRANCINE H. MOMENT,
a single woman

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

I HEREBY CERTIFY that on this 7th day of November, 1974, before me personally appeared Francine H. Moment, a single woman, to me known to be the person who owns Condominium Unit 1-D in the above condominium, and she acknowledged to me that she knows the contents of the foregoing attached First Amendment to Declaration of Condominium of Pebble Springs Condominium "B", Inc., and that she executed same for the intents and purposes stated therein, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal at Sunrise, said County & State, this 7th day of November, 1974.

_____
Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE 23 976

Irving I. Abbott NOTARY PUBLIC

OFF REC 6005 PAGE 949

Witnesses:

UNIT 1-F
PEBBLE SPRINGS CONDOMINIUM "B", INC.

By _____
FRANK SIEGEL

By _____
PEARL SIEGEL, his wife

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

I HEREBY CERTIFY that on this 6th day of November, 1974, before me personally appeared Frank Siegel and Pearl Siegel, his wife, to me known to be the persons who own Condominium Unit 1-F in the above condominium, and they acknowledged to me that they know the contents of the foregoing attached First Amendment to Declaration of Condominium of Pebble Springs Condominium "B", Inc., and that they executed same for the intents and purposes stated therein, as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal at Sunrise, said County & State, this ____ day of November, 1974.

_____
Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 31, 1975
BONDED THRU GENERAL INSURANCE UNDERWRITERS

OFF 6005 PAGE 950

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6810

PAGE 950

79- 65709

BY-LAWS

OF

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

a Florida corporation (Not for profit)

ARTICLE I

General

Section 1. The Name.

The name of the corporation shall be PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

Section 2. Principal Office.

The principal office of the corporation shall be at the general or administrative office of the condominium located in at least one of the five condominiums or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Corporate Purpose.

The general purpose of the corporation shall be as follows: To be, the "Association" (as defined in the Condominium Act of the State of Florida, Chapter 718 Florida Statutes) for the condominium, properties that have been submitted to condominium ownership in the five Declarations of Condominium for the five condominiums known respectively as PEBBLE SPRINGS CONDOMINIUM "A", INC., PEBBLE SPRINGS CONDOMINIUM "B", INC., PEBBLE SPRINGS CONDOMINIUM "C", INC., PEBBLE SPRINGS CONDOMINIUM "D", INC., and PEBBLE SPRINGS CONDOMINIUM "E", INC., all located in Broward County, Florida.

ARTICLE II

Directors

Section 1. Number and Term.

Until succeeded by directors elected at the first annual meeting of members subsequent to incorporation, directors need not be members; thereafter all directors shall be members.

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ARTICLE II

Directors

Section 1. Number and Term. (Cont.)

The number of Directors which shall constitute the whole Board shall be 10 with 2 directors to be elected from among and by the members representing each of the five individual condominiums which are part of this Association. Each Building shall have the option of electing one alternate to the Board to attend all Board meetings but such alternate shall be entitled to vote only if less than two directors from said building attend that Board meeting.

For the first Board of Directors, one director from each condominium shall serve for a term of 2 years and the other for a term of 1 year.

The Directors for the second Board of Directors and each Board of Directors thereafter shall be elected at the annual meeting of the members to be held in February of each year with an equal number of directors to be elected from each condominium in accordance with the above provisions and by separate election of the members of each of the five individual condominiums.

The term of office for the members of the second Board of Directors and each subsequent Board of Directors shall be for a period of 2 years.

Section 2. Vacancy & Replacement.

If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a special meeting shall be duly held of the members of the Condominium represented by such vacancy or vacancies and a majority of those members present shall choose a successor or successors from among the members of that Condominium who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal.

Directors may be removed for cause by a vote of 75% of the members comprising the condominium represented by such director or directors. A director shall be disqualified from further service on the Board if his membership in the Association shall be terminated for any reason whatsoever.

Section 4. First Board of Directors.

The first Board of Directors of the Association shall consist of those directors who were elected by the members of the individual condominiums at the general membership meeting held on February 13, 1978 subject to confirmation by the members of those condominiums subsequent to the adoption of these By-Laws.

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Section 5. Powers.

Property and business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of these condominiums as are not by statute or by the

Section 5. Powers. (Cont.)

Certificate of Incorporation, the Declarations of Condominium, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to the following:

a) To levy upon the members monthly and other assessments, payable in advance. The Board of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any necessary additional expenses, but said increase can only be made in the proportion established in Article VII, Section 3, of these By-Laws;

b) To use and expend the assessments collected to maintain, care for and preserve the condominium units, the common elements, the limited common elements and the condominium property (other than the interiors of the condominium units, which are to be maintained, cared for and preserved by the individual condominium unit owners);

c) To pay taxes and assessments levied and assessed against any real property the corporation might own and pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation;

d) To enter into and upon the condominium units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation. For the purpose of preservation, care and restoration of condominium property, each owner of a condominium unit grants a perpetual easement to the then existing Board of Directors or its duly authorized agents to enter into his condominium unit at any reasonable time (or at any unreasonable time if the necessities of the situation should so require);

e) To repair and replace common element and limited common element facilities, machinery and equipment.

f) To insure and keep insured the said building and improvements on the property and the owners against loss from fire or other casualty and against public liability and to carry such other insurance as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declarations of Condominium;

g) To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from unit owners for violations of the Declarations of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Directors;

h) To employ such personnel, make such purchases and enter into such contracts as may be necessary or desirable in carrying out the operation and management of the condominiums;

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Section 5. Powers. (Cont.)

i) To make, amend and repeal Rules and Regulations governing the operation, maintenance and management of the condominiums, including, without limitation, the use and occupancy of the units by the members, the use of the common elements, the use of the recreation area and facilities;

j) Subject to approval of the general membership, to enter into a lease or leases, as tenant, for the use of property (including the non-exclusive use thereof), whether or not contiguous to the lands of the condominiums to be operated by this corporation, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners of such condominiums.

Section 6. Compensation.

Directors and officers' fees, if any, shall be determined by the general membership.

Section 7. Meetings.

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

B. Regular meetings of the Board shall be held monthly upon proper notice in accordance with the requirements of the Florida Statutes, at such time and place as the Board shall fix from time to time.

C. Special meetings of the Board may be called by the President on five (5) days' notice to each director either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of three (3) directors.

D. At all meetings of the Board a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Declaration of Condominium, or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Annual Statement.

The Board shall present a full written statement of the business and condition of the corporation at the annual meeting of members, and when called for by a vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation.

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ARTICLE III

Officers

Section 1. Elective Offices.

The officers of the corporation shall be members, shall be chosen by the directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose one or more additional vice presidents, assistant secretaries, assistant treasurers, or other officers. Two or more offices may not be held by the same person.

Section 2. Election.

The Board of Directors at its first meeting after each annual meeting of general members shall elect officers. The President, Vice President, Secretary and Treasurer must be directors or alternates at the time of their election.

Section 3. Appointive Offices.

The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term.

The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President.

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to another officer or agent of the corporation.

C. The President must have served as a Director for at least one (1) year immediately prior to his election.

OFF REC 8071 PAGE 455

Section 6. The Secretary.

A. The Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all

Section 6. The Secretary. (Cont.)

proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

B. Assistant Secretaries in order of their seniority shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 7. The Treasurer and Assistant Treasurers.

A. The Treasurer shall have the custody of the corporation funds and securities and shall keep full and accurate accounts of the receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the corporation.

C. Assistant Treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

Section 8. Bonding of Corporate Officers.

All officers handling funds of the Association shall be required to be bonded in an amount to be determined by the Board of Directors with a fiduciary bonding company licensed and authorized to transact business in the State of Florida. The cost of the premium for this bond shall be paid by the Condominium Association.

Section 9. Indemnification of Corporate Officers.

Every director and 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 an officer or director 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 approves such settlement and reimbursement as being for the best

REC 8071 PAGE 459

Section 9. Indemnification of Corporate Officers. (Cont.)

interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director may be entitled.

ARTICLE IV

Membership

Section 1. Definition.

Membership in the Association shall be limited to the owners of the condominium parcels as identified in the Declarations of Condominium. The Association shall not issue certificates.

Section 2. Voting Rights.

A member shall be entitled to cast one vote for each condominium parcel owned by him at all meetings of the members of the Association. No vote is divisible. The Certificate of Incorporation of this corporation provides for the designation of a member when a condominium unit is owned by more than one person or by a corporation or is under lease. No member who is more than 30 days delinquent in the payments of his assessments, as determined by the Treasurer, shall be entitled to vote at any regular or special meeting of the Association, or if a Director, at any meeting of the Board of Directors.

Section 3. Transfer of Membership Ownership.

Transfer of membership in the Association occurs only as an incident to the conveyance or transfer of a condominium parcel as identified in the Declarations of Condominium and takes place automatically. The conveyance of the individual's condominium parcel is subject to the approval of the Board of Directors. The method for transferring condominium parcel ownership is more fully described in the respective Declarations of Condominium.

ARTICLE V

Meetings of Membership

Section 1. Place.

All meetings of the corporation membership shall be held at the Recreation Center or may be held at such place and time as shall be stated in the notice thereof provided such place be within Broward County

Section 2. Annual Meeting.

A. The first annual meeting of members shall be held on May 11, 1978

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Section 2. Annual Meeting. (Cont.)

to adopt these By-Laws and confirm the action taken at the general membership meeting held on February 13, 1978.

B. Regular annual meetings, subsequent to 1978, shall be held on the first Monday in February of each year.

C. All annual meetings shall be held at the hour of 8:00 o'clock P.M., or at such hour as the Board of Directors may determine.

D. At the annual meeting, the members shall elect, as provided herein, a Board of Directors, and transact such other business as may properly be brought before the meeting.

E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation at least ten (10) days prior to the meeting.

Section 3. Membership List.

At least ten (10) days before every election of directors, a complete list of the members entitled to vote at said election, arranged numerically by "condominium units", with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the principal office of the corporation and shall be open to examination by any member throughout such time. No member who is then more than thirty (30) days delinquent in the payment of his assessments shall be entitled to vote at any regular or special meeting.

Section 4. Regular and Special Meetings.

A. Regular meetings of the membership shall be held quarterly and written notice of said regular meetings, stating the time and place thereof, shall be posted, served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least ten (10) days before such meeting.

B. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation may be called by the President, and shall be called by the President or Secretary at the request in writing of not less than one-fourth (1/4) of the membership. Such request shall state the purpose or purposes of the proposed meeting.

C. Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least five (5) days before such meeting.

D. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum.

Fifty-one percent (51%) of the total number of members of the corporation present in person or represented by written proxy, shall

REE 8071 PAGE 458

Section 5. Quorum. (Cont.)

be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, the Declarations of Condominium or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business.

When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by written proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation, the Declarations of Condominium or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or adjournments thereof, must be in writing, signed by the member appointing the proxy and filed with the Secretary prior to the meeting for which the proxy is given.

Section 8. Waiver and Consent.

Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, of the Declarations of Condominium, of the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 9. Rules of Procedure.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Certificate of Incorporation, By-Laws, statute or Declarations of Condominium.

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ARTICLE VI

Notices

Section 1. Definition.

Whenever, under the provisions of the statutes or of the Certificate

Section 1. Definition. (Cont.)

of Incorporation, of these By Laws, or of the Declarations of Condominium, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to such director or member at such address as appears on the books of the corporation.

Section 2. Service of Notice - Waiver.

Whenever any such notice is required to be given, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

Finances

Section 1. Fiscal Year.

The fiscal year shall begin the first day of January in each year.

Section 2. Checks.

All checks or drafts for money and notes of the corporation shall be signed by any two of the following officers: President, Vice President, Secretary or Treasurer, or by such officer or persons as the Board of Directors may from time to time designate.

Section 3. Assessments.

The Board of Directors of the corporation shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued operation of the condominiums. The Board shall determine the total amount required, including the operational items such as taxes, insurance, repairs, maintenance and other operating expenses. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium units in accordance with the provisions of the Declarations of Condominium. Said assessments shall be payable monthly in advance as ordered by the Board of Directors. Special assessments, should such be required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees to pay promptly when due the monthly and all special assessments assessed against his own condominium unit. Delinquent assessments will bear interest and late charges as set forth in the Declarations of Condominium to which these By-Laws are an exhibit. No member shall be personally liable for any debts of the corporation whatsoever.

Section 4. Accounts.

There shall be established and maintained such bank account or ac-

BOOK 8071 PAGE 470

Section 4. Accounts. (Cont.)

counts as the Board of Directors shall deem advisable, into which shall be deposited all monthly and special assessments as fixed and determined for all condominium units. Disbursements from said accounts shall be for the general needs of the corporation, including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the property of the corporation.

Section 5. Condominium Expenses.

A. The condominium expenses for which the members shall be liable in the respective proportions set forth in the Declarations of Condominium shall be those costs and expenses deemed necessary or desirable by the Association for the operation and maintenance of the condominiums properties other than maintenance of the interior of a unit and of such other items for whose maintenance and repair a unit owner is responsible although the same are located in the common elements. Such operating and maintenance expenses shall include, but not be limited to, maintenance of all lawns, shrubbery and landscaping, water and electricity for landscaping sprinkler system, electricity for lighting streets and common elements, painting the exterior of all buildings, maintenance and repair of roofs of all buildings (but not air conditioning equipment located on the roof), removal of garbage and trash.

B. With exception of the operational expenses of the recreational building and adjoining facilities, the Treasurer shall maintain and prepare separate records and budgets regarding the maintenance and operation of the common elements of each individual condominium which is a part of this Association reflecting the actual maintenance and operational expenses of the common elements as they relate to the units in each particular condominium in accordance with the Florida Statutes.

C. The Board of Directors shall submit the annual budget relating to the individual condominiums and recreational facilities to the membership of the Association at least thirty (30) days prior to the annual meeting of the members in February of each year.

D. Those expenses relating solely and specifically to one or more individual condominiums may be allocated and assessed by the Association to those particular condominiums and collected in accordance with Section 3 above.

Section 6. Expenditures.

The Board of Directors shall not make expenditures from funds held in Association accounts for non-budgeted expenses in excess of $1,000.00 without specific prior majority approval of the membership of the Association present at a proper meeting thereof in accordance with these By-Laws.

Section 7. Annual Audit.

An audit of the accounts of the Association shall be made annually by a certified public accountant which audit need not be certified, and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.

OR 8071 PAGE 961

ARTICLE VIII

Seal

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Not for Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or in any other form evidencing the intent of the signing officer or officers to have the effect of the corporate seal.

ARTICLE IX

Leasing and Sub-Leasing

A. The primary object of the corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a matter of discretionary decision by the Board of Directors, and every lease, lease renewal or sublease of a condominium unit is subject to the approval of the Board of Directors, as set forth in the Declarations of Condominium. The Board of Directors shall have the right to require that a uniform form of lease shall be used and for a minimum term of not less than six (6) months and only two (2) leases within a twelve (12) month period shall be allowed for any one individual unit.

B. The Board of Directors shall have the right to bring eviction proceedings against any lessee who violates the Rules and Regulations of the Association or disturbs the peaceful enjoyment of the members.

C. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the use, lease or sub-lease of a unit by a corporation shall be conditioned by requiring that all persons occupying the unit be approved by the Board of Directors, prior to occupancy. Prior written notice of such intended use of a unit by any corporation shall be submitted to the Board of Directors in accordance with the provisions of these By-Laws.

ARTICLE X

Guests

Unit owners shall give prior written notice to the Board of Directors as to any guests who shall occupy their unit for a length of time greater than 48 hours. This notice shall be submitted in writing to the Board of Directors at least thirty (30) days prior to the arrival date of said guests and shall state the names, addresses and length of stay of said guests.

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ARTICLE XI

Default

In the event an owner of a condominium parcel does not pay any sums,

charges or assessments required to be paid by the Association within thirty (30) days from the due date, the Association, through its Board of Directors or manager, acting in behalf of the Association, may foreclose the lien encumbering the condominium parcel created by the non-payment of the required monies. In said foreclosure action, the Plaintiff shall be entitled to the appointment of a receiver as a matter of strict right to the Association and without reference to the adequacy or inadequacy of the value of the property sought to be foreclosed or the solvency or insolvency of the owner or any party defendant to such suit. To further secure payment of this indebtedness, the condominium parcel owner by virtue of his acceptance of the conveyance of the condominium parcel to him, does hereby sell, assign, transfer and set over unto the Association all of the rents, issues and profits of his condominium parcel, and this assignment shall become operative upon any default being made by said condominium parcel owner hereunder, and shall remain in full force and effect so long as any default continues to exist hereunder, and the Association shall have the right to enter upon the premises and collect the same directly from the occupants.

If the Association becomes the owner of the condominium parcel in question, it shall offer said parcel for sale, and whenever such a sale is consummated, it shall, from the proceeds received from said sale, deduct all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the law suit in question, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the condominium parcel in question, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repair and refurbishing of the condominium unit in question so that it could be sold. All monies remaining after deducting the foregoing items of expenses shall be returned directly to the former owner of the condominium parcel in question.

In the event of violation by the owner of a condominium parcel of any of the provisions of the Declarations of Condominium, Certificate of Incorporation, By-Laws or Rules and Regulations, as are now or hereafter constituted, the Association may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation. Should the Association be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

ARTICLE XII

Amendment

These By-Laws may be amended in the following manner as well as in the manner elsewhere provided:

Section 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.

Section 2. Resolution.

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members. Directors and members not present at the meeting considering the amendment may express their

OFF REC BOOK 8071 PAGE 4153

Section 2. Resolution. (Cont.)

approval in writing. Except as elsewhere provided, such approval must be either by

A. Not less than six (6) Directors and by not less than a majority vote of the members; or

B. Until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

Section 3. Agreement.

In the alternative, an amendment may be made by an agreement executed by all members and mortgagees in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

Section 4. Proviso.

No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses , unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment.

ARTICLE XIII

Arbitration

By virtue of his acceptance of the conveyance of his condominium parcel to him, each member has agreed to submit to arbitration any controversy or dispute arising concerning the construction of any of the By-Laws or any action on the part of the Board of Directors, in accordance with the terms and conditions of the Florida Arbitration Code (now designated as Chapter 682, Florida Statutes), as they may exist at the time such dispute arises.

ARTICLE XIV

Miscellaneous

Section 1.

The definitions of particular words and phrases contained in the Condominium Act (now Chapter 718, Florida Statutes), or in the Declarations of Condominium, shall apply to such words and phrases when used in these By-Laws.

Section 2.

Should any provision of these By-Laws be void or unenforceable in

REC 8021 PAGE 494

Section 2. (Cont.)

law or in equity, the remaining provisions shall nevertheless be and remain in full force and effect.

Section 3.

Any lien or other encumbrance upon or against a condominium unit or parcel in favor of the Association is hereby declared to be, and shall be, subject, subordinate and inferior to the lien of any mortgage encumbering such unit or parcel, where such mortgage is made to a bank, savings and loan association or life insurance company.

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

By: _____
HOWARD M. NEU, PRESIDENT

Attest:

_____
HEDY R. PURA, SECRETARY

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

I HEREBY CERTIFY that on this 3rd day of July, 1978, before me personally appeared HOWARD M. NEU and HEDY R. PURA, President and Secretary, respectively, of PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing By-Laws as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 3rd day of July, 1978.

_____
NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 30, 1979
BONDED THRU INSURANCE BONDING AGENCY

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

REC 8071 PAGE 465

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
PEBBLE SPRINGS "B" CONDOMINIUM ASSOCIATION, INC.

88031103

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Pebble Springs "B", a Condominium, as described in Book 5941 at Page 868 of the Official Records of Broward County, Florida were duly adopted in the manner provided in Article XXVII of the Declaration of Condominium at a meeting held of the membership of Pebble Springs "B" December 16, 1987.

IN WITNESS WHEREOF, we have affixed our hands this 11th day of January, 1988 at City of Tamarac, Broward County, Florida.

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

On this 11th day of January, 1988, personally appeared _____ and _____, and acknowledged that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

_____
Notary Public

My Commission Expires:

BK15141PG 278

LAW OFFICES

AMENDMENTS TO
THE DECLARATION OF CONDOMINIUM OF PEBBLE SPRINGS CONDOMINIUM "B" INC.

(additions indicated by underlining, deletions by"----", and unaffected language by . . .)

11. Each unit is hereby restricted to residential use by the owner thereof, his immediate family, guests and invitees. No person under the age of thirteen (13) years of age shall be permitted to reside in any unit for more than thirty (30) days in any twelve-month period. No owner of any unit shall permit use of the same for transient, hotel or commercial purposes.

25. In order to maintain and promote the congenial and cooperative character of the group of unit owners and to protect and sustain the value of this condominium and the units thereof, no unit may be disposed of except in accordance with the following provisions, with which all unit owners (other than the Developer) do hereby covenant and agree to abide and which shall be binding upon their successors and assigns:

i. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner. No unit owner may sell his or her unit to a corporation.

ii. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit Owner. The owner may not lease his or her unit during the first two (2) years of ownership. Leases must be for a minimum of one (1) year and no owner may lease his or her unit more than once in any twelve (12) month period.

. . .

3. Approval of corporate owner or purchaser.

Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, ~~if the unit owner or purchaser of a unit is a corporation,~~ the approval of ownership by the corporation ~~may be conditioned by requiring that all persons occupying the unit be also approved by the Association.~~ will be denied.

36. Compliance and default.

. . .

iv. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or its guests, relatives or lessees, in the manner provided herein.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining where there is probable cause that any of the provisions of the Declaration of Condominium: the Articles of Incorporation these By-Laws, and the rules and regulations of the Association, regarding the use of units, common elements, or Association property, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report

BK1514PG279

same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty ($50.00) Dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the unit owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(d) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association's documents: including but not limited to legal action for damages or injunctive relief.

BK1514PG280

LAW OFFICES

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

88031107

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws of Pebble Springs Condominium Association, Inc. as described in Book 8071 at Page 451 of the Official Records of Broward County, Florida, were duly adopted in the manner provided in Article XII of the By-Laws at a meeting of the membership of Pebble Springs held December 16, 1987.

IN WITNESS WHEREOF, we have affixed our hands this 11th day of January, 1988, at the City of Sunrise, Broward County, Florida.

By: Ginger Zeff
President

Attest: Fee Geske
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 11th day of January, 1988, personally appeared Ginger Zeff and Fee Geske, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Ellen J. Mascot
Notary Public

My Commission Expires:

BK15141PG290

LAW OFFICES

AMENDMENTS TO
THE BY-LAWS OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

(additions indicated by underlining, deletions by"----",
and unaffected language by . . .)

ARTICLE IX

Leasing and Sub-Leasing

1. A. The primary object of the corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a metter of discretionary decision by the Board of Directors, and every lease, lease renewal or sublease of a condominium unit is subject to the approval of the Board of Directors as set forth in the Declaration of Condominium. The Board of Directors shall have the right to require that a uniform form of lease shall be used and for a minimum term of not less than <u>one (1) year</u> ~~six (6) months~~ and only <u>one (1)</u> ~~two (2)~~ leases within a twelve (12) month period shall be allowed for any one individual unit.

2. C. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the use, lease or sub-lease of a unit by a corporation shall be <u>prohibited.</u> ~~conditioned by requiring that all persons occupying the unit be approved by the Board of Directors, prior to occupancy. Prior written notice of such intended use of a unit by any corporation shall be submitted to the Board of Directors in accordance with the provisions of these By-Laws.~~

3. ARTICLE XI

Default

. . .

In the event of violation by the owner of a condominium parcel of any of the provisions of the Declarations of Condominium, Certificate of Incorporation, By-Laws or Rules and Regulations, as are now or hereafter constituted, the Association may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation <u>or fine the unit owner pursuant to the Declaration of Condominium(s).</u> Should the Association be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

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97-159787 T#001
03-28-97 04:31PM

Prepared by:
Kaye & Roger, P.A.
6261 N.W. 6th Way, Suite 103
Fort Lauderdale, FL 33309

CERTIFICATE OF AMENDMENT
DECLARATIONS OF CONDOMINIUM AND BY LAWS
OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws, an exhibit to the Declarations of Condominium of Pebble Springs Condominium "A", "B", "C", "D" and "E" and the Declarations, as follows:

Declaration	O.R. Book	Page
Pebble Springs Condominium "A", Inc.	4942	16
Pebble Springs Condominium "B", Inc.	5941	868
Pebble Springs Condominium "C", Inc.	5894	386
Pebble Springs Condominium "D", Inc.	5944	381
Pebble Springs Condominium "E", Inc.	5944	433

of the Public Records of Broward County, Florida were duly adopted in accordance with the documents.

IN WITNESS WHEREOF, we have affixed our hands this 21st day of February, 1997, at 4960 NW 80 Ave, Sunrise FL, Broward County, Florida.

By: Micki Grabin, Pres
Print: MICKI GRABIN
Attest: Geraldine M. Wayne
Print: GERALDINE M. WAYNE

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 21 day of February, 1997, by Micki Grabin as President and Geraldine M. Wayne as Secretary of Pebble Springs Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:
sign _____
print BRIAN HALFHIDE
State of Florida at Large

My Commission Expires:

BRIAN J HALFHIDE
Notary Public State of Florida
My Comm. Exp. 10/20/00
Comm#: CC594433

OR 26126 0614

3-17-97

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF
PEBBLE SPRINGS CONDOMINIUM "A", "B", "C", "D" and "E"
AND TO THE BY-LAWS OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . .")

TO THE DECLARATION

25. In order to maintain and promote the congenial and cooperative character of the group of unit owners and to protect and sustain the value of this condominium and the units thereof, no unit may be disposed of with which will unit owners (other than the Developer) do hereby covenant and agree to abide and which shall be binding upon their successors and assigns:

. . .

ii. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit Owner. The owner may not lease his or her unit during the first two (2) years of ownership. Leases must be for a minimum of one (1) year and no owner may lease his or her unit more than once in any twelve (12) month period. Notwithstanding anything to the contrary contained herein, no more than 10% of the units of the Condominium may be leased at any one time. The Board of Directors shall from time to time establish procedures to determine eligibility for rental among the unit owners wishing to do so. Notwithstanding anything to the contrary contained herein, no Owner may sell or otherwise convey any interest in a unit until title has been held for a period of twelve (12) months.

. . .

26. Compliance and default.

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

. . .

ii. Costs and attorneys' fees.

In any proceeding arising because of alleged failure of

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a unit owner to comply with the terms and the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court. In the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules of the Association, and the owner of the unit complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorneys fees so incurred from the owner of the unit, regardless of whether litigation is necessary for the enforcement. The costs and attorneys fees so incurred shall be deemed to be a special assessment against the unit and shall be collectible in the same fashion as any other assessment as provided in Article 24 hereunder.

. . .

TO THE BY-LAWS

ARTICLE II
Directors

. . .

Section 5. Powers.

Property and business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of these condominiums as are not by statute or by the Certificate of Incorporation, the Declarations of Condominium, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to the following:

. . .

k) To charge a transfer fee to offset the expenses related to reviewing applications for the sale and/or leasing of units in an amount not to exceed the highest amount allowable under the law, as it may be amended from time to time.

. . .

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

BK26212PG0616

82-228064

OFFICERS CERTIFICATE

Resolution Amending Declaration of Condominium
for
Pebble Springs Condominium " B ", Inc.

AUG 27 12 23 PM '82

The undersigned officers of PEBBLE SPRINGS CONDOMINIUM " B " ASSOCIATION, INC. (hereinafter called the "Corporation"), hereby certifies that at a duly called meeting of the Board of Directors of the aforesaid Corporation and unit owners of PEBBLE SPRINGS CONDOMINIUM " B", INC., a Resolution amending the Declaration of Condominium for said Condominium, a copy of which is attached hereto and incorporated herein, was voted upon and adopted pursuant to the provisions of paragraph 27 of the aforedescribed Declaration of Condominium, recorded in Official Records Book 5941, Page 866, in the Public Records in and for Broward County, Florida.

IN WITNESS WHEREOF, the undersigned officers have signed and sealed this Certificate of Resolution this 23 day of August, 1982.

Signed, sealed and delivered in the presence of:

Esther Flusser
(as to President)

Katherine Law
(as to Vice President)

Katherine Law
(as to Secretary)

(as to Treasurer)

Gregor Leff
President

Vice President

Secretary

Treasurer

OFF REC 10368 PG 124

PREPARED BY: LAWRENCE D. WINSON, ESQ.
1177 S.E. Third Avenue
Fort Lauderdale, FL 33316

STATE OF FLORIDA)
SS: ACKNOWLEDGEMENT
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgements, personally appeared GINGER LEFF, as President, SHEILA NICHELVICH, as Vice-President, DOROTHY PINTO ( ), as Secretary, and MAURICE FLUSHER, as Treasurer, of PEBBLE SPRINGS CONDOMINIUM " B " ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing Officers Certificate, and they acknowledged before me that they executed the same on behalf of said corporation for the purposes therein expressed.

OFF REC 10368 PG 125

WITNESS my hand and official seal in the County and State last aforesaid, this 23rd day of August, 1982.

Lawrence D. Winson
NOTARY PUBLIC, STATE OF FLORIDA

LAWRENCE D. WINSON NOTARY PUBLIC STATE OF FLORIDA AT LARGE

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires September 18, 1983
Bonded thru Maynard Bonding Agency

PREPARED BY: LAWRENCE D. WINSON, ESQ.
1177 S.E. Third Avenue
Fort Lauderdale, FL 33316

RESOLUTION

OF

UNIT OWNERS AND BOARD OF DIRECTORS

AMENDING DECLARATION OF CONDOMINIUM

WHEREAS, PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, has operated and managed PEBBLE SPRINGS CONDOMINIUM "B ", INC., a Condominium since its incorporation on or about March 20, 1979; and

WHEREAS, the unit owners of PEBBLE SPRINGS CONDOMINIUM " B", INC., a Condominium, have approved of all actions taken by PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC., in its capacity as manager and operator of the Condominium; and

WHEREAS, an issue has arisen as to said Association's right to continue to operate and manage the Condominium; and

WHEREAS, the unit owners and Board of Directors all desire said Association to continue to perform said function; and

WHEREAS, the unit owners and Board of Directors recognize that said Association also operates and manages the following Condominiums:

PEBBLE SPRINGS CONDOMINIUM "A", INC.
PEBBLE SPRINGS CONDOMINIUM "C", INC.
PEBBLE SPRINGS CONDOMINIUM "D", INC.
PEBBLE SPRINGS CONDOMINIUM "E", INC.

and that a similar Resolution is being presented to the unit owners and Boards of Directors of said Condominiums and that the unit owners and Board of Directors of PEBBLE SPRINGS CONDOMINIUM "B", INC., approve of said procedure; and

WHEREAS, the unit owners and Board of Directors wish to amend the Declaration of Condominium creating PEBBLE SPRINGS CONDOMINIUM "B", INC. and filed of record in Book 5941, at Page 868,

continued.....

OFF REC 10368 PG 126

in the Public Records in and for Broward County, Florida, so as to resolve any issues regarding PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.'s right to continue to operate and manage the Condominium and to perform whatever acts are necessary to achieve that intent, including the merging of existent Associations for any of the heretofore named Condominiums in the PEBBLE SPRINGS CONDOMINIUM Complex into PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

RESOLVED, That the definition of Association as same appears under the section of the Declaration of Condominium entitled "Definitions" be amended, changed and altered so as to read as follows:

> "ASSOCIATION: Association or Corporation means the entity responsible for the operation of this condominium, which entity is PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC."

RESOLVED FURTHER, That Section (k) of the Declaration of Condominium be amended, changed, and altered so as to read as follows:

> "(k) The name of the Association is PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC."

RESOLVED FURTHER, That a Certificate setting forth the Amendments, certifying that such Amendments have been duly adopted in accordance with the provisions of the Declaration of Condominium of PEBBLE SPRINGS CONDOMINIUM "B", INC., the provisions of Chapter 607, et seq., of the Corporation Laws of the State of Florida and Chapter 718, Florida Statutes, and containing such other statements as may be necessary or advisable, be made by the officers and recorded in the Public Records of Broward County, Florida; and

RESOLVED FURTHER, That the officers of this Corporation are hereby authorized, empowered and directed to take any and all further acts or proceedings which they may deem necessary or proper to effectuate the said Amendments and their intents.

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RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

DECLARATION

OF

CONDOMINIUM

OF

PEBBLE SPRINGS CONDOMINIUM "C", INC.

A CONDOMINIUM

LOCATED AT N. W. 88th Avenue, North of
Oakland Park Boulevard, CITY OF SUNRISE,
BROWARD COUNTY,
FLORIDA

DEFINITIONS

As used in this Declaration of Condominium, unless the context otherwise requires, the following definitions shall prevail:

Assessments: Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

Association: Association or Corporation means the entity responsible for the operation of this condominium, which entity is PEBBLE SPRINGS CONDOMINIUM "C", INC.

By-Laws: By-Laws means the by-laws of said corporation as they exist from time to time.

Common Elements: Common Elements means the elements not being parts of the units, for which the unit owners are liable to the Association, as further defined on Page 5 of the Declaration.

Common Expenses: Common Expenses means the expenses for which the unit owners are liable to the Association.

Common Surplus: Common Surplus means the excess of all receipts of the Association, including, but not limited to assessments, rent, profits and revenues on account of the common elements, over the amount of common expenses.

Condominium Parcel: Condominium Parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

Condominium Property: Condominium Property means the land hereinafter submitted to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

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This Instrument Was Prepared By:
RICHARD J. HAYS
608 Ainsley Building
Miami, Florida 33132

Limited Common Elements: Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

Condominium Unit: Condominium unit means a part of the condominium property which is to be subject to private ownership.

Unit Owner or Parcel Owner: Unit owner or parcel owner means the owner of a condominium parcel.

WHEREAS, SPRING-MANK VENTURE, a joint venture of Sidney Mank Enterprises, Inc., and MGIC-Janis Properties, Inc., hereinafter referred to as the "Developer" owns certain real property herein described; and

WHEREAS, said Developer has improved or will improve the property hereinafter described by constructing thereon one multi-family structure containing a total number of eight (8) apartments or units, which structures have been or will be constructed substantially in accordance with the plans and specifications prepared by JAMES K. LEE, Architect, Fort Lauderdale, Florida, filed with the Building Department of the City of Sunrise, Florida;

(See legal description attached as Exhibit 2)

NOW, THEREFORE, the Developer does, pursuant to the provisions of the Condominium Act, being Chapter 711, Florida Statutes, hereby make this Declaration as to the following matters:

(A) The Developer does hereby submit the above described property and improvements thereon to condominium ownership.

(B) The name by which this condominium is to be identified is:

PEBBLE SPRINGS CONDOMINIUM "C," INC.,

a condominium.

(C) The legal description of the land included in this condominium is set forth above.

(D) Each condominium unit is identified by a different number, so that no unit bears the same designation as any other unit, such designated numbers being shown on such units as contained in the exhibits attached hereto.

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 606 AINSLEY BUILDING, MIAMI, FLORIDA 33138 PHONE 371-6818

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(E) Attached hereto, made a part hereof, and marked Exhibit No. 2, is a survey of the land and a graphic description of the improvements in which units are located, and a plot plan thereof, which, together with this Declaration, identify the common elements, the limited common elements, each unit and their relative locations and approximate dimensions.

(F) The undivided shares, stated in percentages, in the common elements which are appurtenant to each of the units are as follows:

BUILDING NO.	APT. NO.	UNIT SHARE
3	1A	13.111%
3	1B	11.889%
3	1C	11.889%
3	1D	13.111%
3	2A	13.111%
3	2B	11.889%
3	2C	11.889%
3	2D	13.111%

(G) The proportions or percentages and manner of sharing common expenses and owning common surplus are as follows:

Each unit owner shall bear and be responsible for such portion of the common expenses as is equal to the percentage of his unit's share of the common elements hereinabove set forth in paragraph (F); and, similarly, each unit owner shall own an undivided interest in the common surplus equal to the aforesaid respective percentage in the common elements.

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(H) Voting rights of owners of units are set forth in the By-Laws of the Association.

(I) The method of amendment of this Declaration is set forth hereinafter in this Declaration; provided, however, that notwithstanding said method of amendment of this Declaration, the Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units so long as the Developer owns the units so altered, and if more than one unit is involved in any such change made by the Developer, then the Developer shall apportion between or among each unit the respective shares of the common elements which are appurtenant to such units, and any amendment of this Declaration reflecting such changes by the Developer need be signed and acknowledged only by the Developer and need not be signed or approved by the Association, unit owners, lienors or mortgagees of the units or of the condominium. If any unit which will be affected by the foregoing reservation of the Developer to make changes thereto is encumbered by a mortgage, then no such change shall be made to such unit without the prior written consent of the mortgagee.

(J) The By-Laws are those of the Association, a copy of which is attached hereto and made a part hereof.

(K) The name of the Association is PEBBLE SPRINGS CONDOMINIUM "C", INC.

(L) Additional provisions of this Declaration are as follows:

1. Each of the units shall constitute a separate freehold estate consisting of the area or space contained within the following boundaries:

   i. Horizontal Boundaries.

   The upper and lower boundaries of the units shall be:

   Upper Boundary - The plane of the undersurface of the P. S. I. concrete roof beams.

   Lower Boundary - The plane of the undersurface of the floor slab.

   ii. Vertical Boundaries.

   The vertical boundaries of the units shall be:

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Exterior Building Walls - The exterior of the outside walls of the building bounding a unit and where there is attached to the building a loggia, terrace, canopy or other portion of the building serving only the unit being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereof.

Interior Building Walls - The center line of the wall bounding a unit.

2. The common elements shall include all of the property hereinabove described other than the condominium units and shall also include, without limitation, all portions of the multi-family building lying outside of the boundaries of the units, and all conduits, pipes, ducts, plumbing, wiring and other facilities, and if any of the same shall pass through a unit or units, then such common elements shall also include easements through such units for maintenance, repair and replacement thereof; provided, however, that all of the foregoing constituting the common elements is expressly limited to those elements common to or serving more than one unit, so that the common elements do not include conduits, pipes, ducts, plumbing, wiring, air conditioning equipment or any other facilities which service or apply to only one unit although located in the common elements.

3. Limited common elements shall mean and include those portions of the common elements consisting of the designated automobile parking spaces and driveways, as shown on the exhibits attached hereto.

4. From and after the time that the Developer shall cease to own any of the units in this condominium the respective undivided shares of the common elements assigned to the unit owners in this Declaration, as it may be amended pursuant to the terms hereof, shall not be changed except with the unanimous consent of all unit owners and mortgagess.

5. No unit may be divided or subdivided into a smaller unit than as shown on Exhibit 2 attached hereto, nor shall any portion thereof be added to or incorporated into any other unit. The undivided interest in the common elements declared to be an appurtenance to each unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from said unit, and the undivided interest in common elements appurtenant to each unit, shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such unit. Any instrument conveying, devising, encumbering or otherwise dealing with any unit which describes said unit by the unit number assigned thereto in Exhibit 2 without limitation or exception, shall be deemed and construed to affect the entire unit and its appurtenant undivided interest in the common

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elements. Nothing herein contained shall be construed as limiting or preventing ownership of any unit and its appurtenant undivided interest in the common elements by more than one person or entity.

6. The common elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of units in this condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended subject, however, to rules and regulations established by the Association.

7. If any unit shall encroach upon any common element for any reason not caused by the purposeful or negligent act or omission of the unit owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment for so long as such encroachment shall naturally exist; and if any portions of the common elements shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the common elements into such unit for so long as such encroachment shall naturally exist.

8. The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

9. The owner of each unit shall have an exclusive easement for the use of the air space occupied by said unit as it exists at any particular time and as said unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

10. The Association shall administer, operate and manage this condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation and the By-Laws of said corportation. A true copy of the Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as Exhibits 1 and 3 respectively. The owner of each unit shall automatically become a member of the Association upon his acquisition of an ownership interest in title to any unit and its appurtenant undivided interest in common elements and limited common elements, and the membership of such owner shall terminate automatically upon his being divested of such ownership interest in the title to such unit, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any unit shall be entitled, by

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virtue of such lien, mortgage or other encumbrance, to membership in the Association, or to any of the rights or privileges of such membership. In the administration, operation and management of this condominium, said Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the units, common elements and limited common elements as the Board of Directors of the Association may deem to be in the best interests of this condominium. The owner (whether consisting of one or more persons or entities) of each unit shall be entitled to one vote at any meeting or in any other action of the Association, as more fully set forth in its By-Laws.

11. Each unit is hereby restricted to residential use by the owner thereof, his immediate family, guests and invitees. No owner of any unit shall permit use of the same for transient, hotel or commercial purposes.

12. Every owner of a condominium parcel does hereby agree that he shall accept membership in the Association and does hereby agree to be bound by the By-Laws, including Rules and Regulations of the Association, the Certificate of Incorporation of the Corporation, and this Declaration, and to pay the assessments the Association requires to be paid; it being understood and agreed that the owner's agreement to accept membership in the Association and to be bound by said By-Laws, Rules and Regulations, Certificate of Incorporation and this Declaration, and to pay assessments was part of the consideration for the sale by the Developer of the particular condominium parcel and for each succeeding transfer thereof.

13. No immoral, improper, offensive or unlawful use shall be made of any unit or of the common elements, or of the limited common elements, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of this condominium shall be observed. No owner of any unit shall permit or suffer anything to be done or kept in his unit, or on the common elements or on the limited common elements, which will increase the rate of insurance on the condominium, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a unit, or which interferes with the peaceful possession and proper use of any other unit, or the common elements, or the limited common elements.

14. In case of any emergency originating in or threatening any unit, regardless of whether the owner is present at

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the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under the control of the Association a key to his unit.

15. Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration or repair to any portion of the common elements, or to go upon any limited common elements for such purpose, the owner of each unit shall permit the duly authorized agent of the Association to enter such unit, or to go upon the limited common elements constituting an appurtenance to any such unit, for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

16. No owner of a unit shall permit to be made any structural modification or alteration in his unit without first obtaining the written consent of the Association. No owner shall cause any improvements or changes to be made to the exterior of the building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the building, or in any manner change the appearance of any portion of the building not within the boundaries of his unit, without the written consent of the Association being first had and obtained.

17. The Association shall have the right to make or cause to be made such alterations or improvements to the common elements which do not prejudice the rights of the owner of any unit, provided the making of such alterations and improvements are approved by the Board of Directors of the Association. The cost of such alterations or improvements shall be assessed as common expenses to be assessed and collected from all of the owners of units. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a unit or units requesting same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the unit or units exclusively or substantially exclusively benefitted, and the assessment shall be levied in such proportion as may be determined by the Board of Directors of the Association.

18. The owner, at his expense, shall maintain and keep in repair the interior of his unit, including the fixtures thereof and the conduits, pipes, ducts, plumbing,

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wiring, air conditioning equipment and any other facilities which service or apply to his unit although located in the common elements. The owner of each unit must promptly correct any condition within his unit (or in the common elements if the condition requiring correction is one which the owner is obligated to repair) which, if left uncorrected, would adversely affect the apartment building or any part thereof belonging to another unit owner. If the building or any other unit owner should sustain damages because of another owner's failure to correct a condition the correction of which is his responsibility, such defaulting owner shall be liable and responsible for the damages and liability which his action or non-action occasioned.

19. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the common elements and limited common elements, including those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements and the limited common elements for the furnishing of utility services to the units and the common elements and limited common elements, but such responsibility of the Association for maintenance, repair and replacement shall not extend to any conduits, pipes, ducts, plumbing, wiring, air conditioning equipment or other facilities which service or apply to an individual unit although located in the common elements. Should any incidental damage be caused to any unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any common element or limited common element, the Association shall, at its expense, repair such incidental damage. Notwithstanding the foregoing duty of the Association for maintenance, repair and replacement, the Association shall not be liable (other than for the cost of maintenance, repair and replacement) for any injury or damage caused by the elements or other casualty or by any latest condition of the property to be maintained by the Association.

20. Upon his acquiring ownership of a unit, the unit owner shall have the exclusive right to use the parking space designated with the same number as that of his unit, and such exclusive right shall be an appurtenance to said unit.

The aforesaid limited common elements consisting of the aforesaid exclusive right to use a designated parking space and the aforesaid right to use the same shall not be conveyed or encumbered voluntarily or involuntarily, separately from the unit or units to which they are appurtenant. Any conveyance or transfer of, or mortgage or other lien against, a unit shall include the right of the owner of such unit to use the limited common elements, as hereinabove set forth, in the same manner as the respective undivided share of common elements appurtenant to such unit is included.

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21. Risk of loss of or damage to any personal property (other than personal property constituting a portion of the common elements) owned by or in the possession of the owner of a unit which may be in any unit or in or upon common elements or limited common elements shall be borne by such unit owner. The owner of a unit shall have no personal liability for any damages caused by the Association or in connection with the use of the common elements or limited common elements. The owner of a unit shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within his house.

22. The insurance to be carried on the condominium property shall be governed by the following provisions:

i. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and provisions may be made for the issuance of certificates of mortgagee endorsements for the mortgagees and unit owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses.

ii. The coverage for such insurance policies to be carried by the Association shall be as follows:

(1) Casualty insurance covering all of the units, common elements and limited common elements in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, such coverage to afford protection against (a) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and (b) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to those in this condominium, including but not limited to vandalism, malicious mischief, windstorm and war risk insurance, if available;

(2) Public liability and property damage insurance in such amounts and in such form as shall be required by the Association to protect the Association and the owners of all units.

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(3) Workmen's Compensation insurance to meet the requirements of law;

(4) Such other insurance coverage as the Board of Directors of the Association may determine from time to time to be in the best interests of the Association and the owners of all of the units.

iii. Insurance premiums paid by the Association shall be a common expense, as shall be any other fees and expenses incurred by the Association in connection with carrying out these insurance provisions.

iv. The insurance coverage shall be placed with a company or companies authorized to do business in Florida which shall meet the requirements of all mortgagees in interest.

v. All insurance policies purchased by the Association shall be for the benefit of the Association and for the unit owners and mortgagees as their interest may appear, and shall provide that all proceeds coming from property losses shall be paid to the CITY BANK OF LAUDERHILL, Lauderhill, Florida, as Trustee, or to any other bank in Broward County, Florida, with trust powers as may be approved by the Board of Directors of the Association, such trustee being referred to herein as 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 duties 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 unit owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee:

(1) Common elements.

Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share of the common elements appurtenant to his unit.

(2) Units

Proceeds on account of damage to units shall be held in the following undivided shares:

a. If the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit

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owner, which cost shall be determined by the Association.

b. When the building is not to be restored - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(3) Mortgagees.
If a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or contest the determination as to whether the property shall be reconstructed or repaired.

vi. The insurance proceeds received by the Insurance Trustee shall be distributed for the benefit of the beneficial owners in the following manner:

(1) Expenses of the trust.
All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(2) Reconstruction or repair.
If the damage for which the proceeds have been paid is to be repaired or the property reconstructed, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(3) Failure to reconstruct or repair.
If it is determined in a manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired or the property reconstructed, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(4) Certificate.
In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon the certificate of the Association as to the names of the unit owners and their respective shares of the distribution.

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(5) Insurance proceeds which are paid for loss of or damage to personal property belonging to the Association shall be paid by the Insurance Trustee to the Association. The balance remaining after the Association shall have replaced or repaired such lost or damaged personal property or the entire such proceeds if the Association shall determine not to repair or replace such personal property shall be paid to the owners of all units and their respective mortgagees in the same manner as hereinabove provided in subparagraphs (2) and (3) of this paragraph.

vii. Association agent. The Association is hereby irrevocably appointed Agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium unit, to adjust all claims arising from any insurance policy purchased by the Association and to execute and deliver releases upon the payment of claims.

23. i. If any part of the condominium property shall be damaged by casualty, it shall be repaired or reconstructed ~~unless it is determined, as elsewhere provided,~~ within thirty (30) days after the casualty, that the condominium shall be terminated. The Insurance Trustee may rely on a certificate of the Association to determine whether the damaged property is to be repaired or reconstructed.

ii. The damaged portions of the condominium property shall be repaired or reconstructed substantially in accordance with the original plans and specifications applicable to such damaged portions.

iii. If the damage is only to those parts of one unit or items in common elements for which the responsibility for maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair shall be that of the Association.

iv. The Board of Directors of the Association shall obtain reliable and detailed estimates of the cost of repair and reconstruction. Such estimates shall be used to determine, in the first instance, the amount required to be placed in the construction fund.

v. If the proceeds of insurance are not sufficient to pay for the cost of reconstruction or repair by the Association, or if at any time during reconstruction or repair, or upon completion of reconstruction or repair, the funds for the payment of the cost thereof shall be insufficient, assessments shall be made against the unit owner who owns the damaged unit or is responsible for repair of damaged items in common elements

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and against all unit owners in the case of damage to common elements in sufficient amount to provide funds for the payment of such costs. Such assessments against unit owners individually shall be in proportion to the cost of reconstruction and repair of their respective units and the respective items in common elements for which they are individually responsible. Such assessments on account of damages to common elements shall be in proportion to the unit owner's share in the common elements. The sums paid on such assessments shall be paid by the Association to the Insurance Trustee.

vi. The funds for payment of costs of reconstruction and repair (sometimes referred to herein as "the construction fund") shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, and shall be disbursed for the payment of such costs in the following manner:

a. A portion of the insurance proceeds representing damage for which the responsibility for reconstruction and repair lies with the unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement to such unit, then to the unit owner and the mortgagee jointly, who may use said proceeds as they may be advised.

b. With respect to the damage for which the responsibility for reconstruction and repair lies with the Association, the construction fund shall be disbursed in the manner required by the Board of Directors of the Association, upon the approval of an officer or agent of the Association or upon the approval of an architect practicing in Broward County, Florida, or both.

c. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair are from insurance proceeds. If there is a balance in the construction fund after payment of all costs of 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 the 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.

d. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether the disbursements from the construction fund are to be upon the order of the

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Association or upon the 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 unit owners. Instead the Insurance Trustee may rely upon the certificate of the Association made by its president and secretary as to any or all of such matters, 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; 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 fund requires the approval of an architect named by the Association, such approval shall be first obtained by the Association.

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

i. Common expenses shall include the expenses of the operation, maintenance, repair and reconstruction or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as common expense by this Declaration, the By-Laws or by the Condominium Act, Chapter 711, Florida Statutes.

ii. Funds for the payment of common expenses shall be assessed against unit owners, and the common surplus shall be owned by unit owners, in the same respective proportions as the undivided shares in the common elements appurtenant to the respective units, as hereinabove set forth.

iii. A unit owner, regardless of how title is acquired, including without limitation the purchaser at a judicial sale (other than a first mortgage foreclosure sale) shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

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iv. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest or late charges, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid, together with late charge of five ($5.00) dollars per month. All payments on account of past due assessments shall be first applied to interest, then to late charges and then to the assessment payment first due.

v. The Association is hereby given and granted a lien against the condominium parcel for unpaid assessments levied by the Association against the owner of such parcel. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such lien shall also secure interest and late charges on unpaid assessments or installments thereof, as herein set forth. A lien shall commence from the date of recordation in the Public Records of Broward County, Florida.

vi. In any foreclosure of a lien for assessments, the owner of a unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

vii. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessments are made.

viii. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid in the condominium parcel at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

ix. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the condominium parcel as a result of foreclosure the first mortgage (or by deed in lieu of foreclosure), such acquirer of title, his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of

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such parcel which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns.

x. The owner, mortgagee or other lienor of a unit shall have the right to require from the Association a certificate showing the amount of unpaid assessments with respect to that condominium parcel. Any person other than the owner who relies upon such Certificate shall be protected thereby.

25. In order to maintain and promote the congenial and cooperative character of the group of unit owners and to protect and sustain the value of this condominium and the units thereof, no unit may be disposed of except in accordance with the following provisions, with which all unit owners (other than the Developer) do hereby covenant and agree to abide and which shall be binding upon their successors and assigns:

i. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner.

ii. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit owner.

iii. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

iv. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

v. If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

vi. The approval of the Association which is required for the transfer or ownership of units shall be obtained in the following manner:

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(1) Notice to Association:

a. Sale.

A unit owner intending to make a bona fide sale of his unit 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 unit owner's option may include a demand by the unit 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.

b. Lease.

A unit owner intending to make a bona fide lease of his unit or any interest therein 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 lessee as the Association may reasonably require, and an executed copy of the proposed lease.

c. Gift; devise or inheritance; other transfers.

A unit 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 unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

d. 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 a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership,

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the Association shall proceed as if it had received the required notice on the date of such disapproval.

(2) Certificate of approval.

a. 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 of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida.

b. Lease.

If the proposed transaction is a lease, 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 of the Association in recordable form and shall be delivered to the lessee.

c. Gift; devise or inheritance; other transfers.

If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the unit owner and shall be recorded in the Public Records of Broward County, Florida.

3. Approval of corporate owner or purchaser.

Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, if the unit owner or purchaser of a unit is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the unit be also approved by the Association.

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vii. Disapproval by Association.

If the Association shall disapprove a transfer or ownership of a unit, the matter shall be disposed of in the following manner:

(1) Sale.

If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase by the Association or by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit under the following terms:

i. 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 unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

ii. The purchase price shall be paid in cash.

iii. The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

iv. If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

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(2) Lease.

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

(3) Gifts, devise or inheritance; other transfers.

If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase by the Association or a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) 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 unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price shall be paid in cash.

c. The sale shall be closed within ten (10) days following the determination of the sale price.

d. 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.

viii. Mortgage.

No unit owner may mortgage his unit nor any interest therein without the approval of the Association except to a bank, life insurance company or a federal savings and loan association; and, any such mortgage made to any such institution shall secure an indebtedness in an amount not to exceed ninety (90%) per cent of the

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fair market value of the unit at the time of the execution of such mortgage, except that such indebtedness limitation shall not apply to the mortgage obtained by the unit owner in connection with and as part of the original sale of the unit by the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

ix. Exceptions.

The foregoing provisions of this Section 25 shall not apply to a transfer to or 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 unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title 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 acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit 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.

x. 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.

xi. Notice of lien or suit.

a. Notice of lien.

A unit owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of such lien.

b. Notice of suit.

A unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner received knowledge thereof.

c. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

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26. Compliance and default.

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

i. Negligence.

A unit 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. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements.

ii. Costs and attorneys' fees.

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the Court.

iii. No waiver of rights.

The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

27. Amendments.

This Declaration of Condominium and the By-Laws of the Association may be amended in the following manner as well as in the manner elsewhere provided.

i. Notice.

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amend-

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ment is considered.

ii. Resolution.

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 at the meetings considering the amendment may express their approval in writing. Except as elsewhere provided, such approval must be either by

a. not less than four (4) Directors and by not less than five (5) votes of the members of the Association; or

b. until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

iii. Proviso.

No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration 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 units in the condominium shall join in the execution of the amendment.

iv. 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 formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Broward County, Florida.

28. Termination.

The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

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i. Agreement.

The condominium may be terminated at any time by the approval in writing of all of the record owners of the condominium, by all record owners of mortgages upon units therein owned by a bank, life insurance company or federal savings and loan association. 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 seventy-five (75%) per cent of the common elements, and of the record owners of all mortgages upon units in the condominium owned by a bank, life insurance company or a federal savings and loan association, are obtained 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 units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

a. Exercise of option.

The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased of an agreement to purchase signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall agree to purchase all of the units owned by the owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

b. Price.

The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) 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 units, and a judgment of specific performance of the sale

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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 sale price.

ii. Certificate.

The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

iii. Shares of Owners after termination.

After termination of the condominium, the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

iv. Amendment.

This section concerning termination cannot be amended without consent of all unit owners, of all owners of mortgages required to approve termination by agreement.

29. Until the Developer has sold all of the units in this condominium, it reserves the right to rent any one or more units without restriction. Until the Developer has sold all of the units in this condominium and all of the remainder of the property in the entire subdivision known as Parcel 2, Tract 17, SPRINGREE SUB., the Developer reserves the right to use one or more units in this condominium as model units or model apartments, to use one or more units in this condominium as a sales office, and to use such reasonable area either within or outside of a building in this condominium for the purpose of sales and promotion, the erection and maintenance of signs or other

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promotional visual materials and for the storing of same. The Developer shall be responsible for its share of common expenses attributable to the unit or units owned by the Developer.

30. Despite anything to the contrary contained herein, until one (1) year from date, whenever and each time that the Association shall have the right to purchase a unit or to supply a purchaser of a unit, the Association shall first offer such unit to the Developer for purchase upon the same terms and conditions as the proposed purchase under consideration, such offer shall be made to the Developer in writing, and the Developer shall have a period of five (5) days from receipt of such offer within which to accept or decline. If the Developer shall accept such offer and become such purchaser, then it may sell or lease such unit free of any restrictions herein set forth relating to the sale or lease of a unit.

31. All of the terms and provisions of this Declaration and of each and every exhibit attached hereto, shall be deemed to be, and shall be, covenants running with the land and shall be binding upon and inure to the benefit of all unit owners and their respective heirs, legal representatives, successors and assigns.

32. Severability.

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, or of the By-Laws or Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

33. Subsequent Development.

The Developer intends to construct other condominium units on Parcel 2, Tract 17, SPRINGTREE SUB., Broward County, Florida, which said unit owners will be using the common elements and recreation area provided for the unit owners under this Declaration, and the Developer reserves unto itself the right to later grant easements over the common elements to purchasers of units on said tract of land, which said additional units will be submitted to further Declarations of Condominium in various phases. All private roads, recreation areas and common elements will be maintained by the unit owners.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed this 8th day of AUGUST, 1974.

SPRING-MANK VENTURE, a joint venture of SIDNEY MANK ENTERPRISES, INC. and MGIC PROPERTIES CORPORATION

Witnesses:

By: _____
SIDNEY MANK ENTERPRISES, INC.

By: _____
MGIC PROPERTIES CORPORATION

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this 1st day of August, 1974, before me personally appeared SIDNEY MANK of SIDNEY MANK ENTERPRISES, INC., a corporation under the laws of the State of Florida, to me known to be the person who signed the foregoing Declaration of Condominium as such officer, and acknowledged the Execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State this 1st day of August, 1974.

Marianne A. Fazinelli
Notary Public, State of Florida at Large

My Commission expires: Jan. 30, 1978

STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this 8th day of AUGUST, 1974, before me personally appeared ANTHONY F. MACINA, JR., Vice-President of MGIC PROPERTIES CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the person who signed the foregoing Declaration of Condominium as such officer and acknowledged the Execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 8th day of AUGUST, 1974.

Edna L. Rodgers
Notary Public, State of Florida at Large

My Commission expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE

OFF REC 3333 PAGE 413

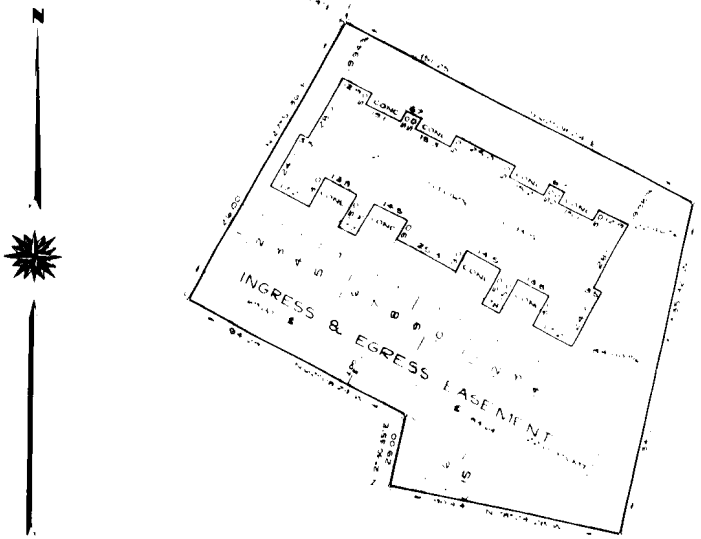
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PEBBLE SPRINGS CONDOMINIUM "C"

OFF. REC. 5894 PAGE 414



WILLIAM B. THOMPSON

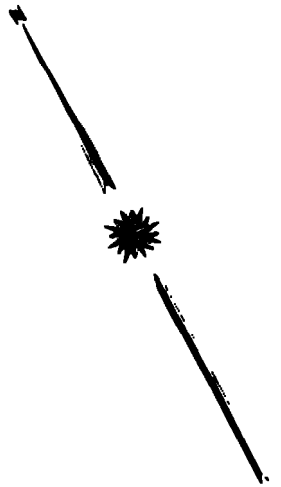
EXHIBIT 2

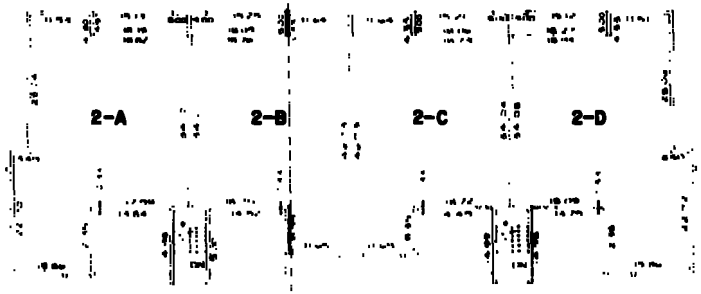
DAVIS and CRAVEN, Inc. Civil and Consulting Engineers · Land Surveyors
Land Planners · Land Development Consultants
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE
1899 E. OAKLAND PARK BLVD. OAKLAND PARK, FT. LAUDERDALE, FLORIDA
PHONES 566 5935 566 7446

SITE PLAN

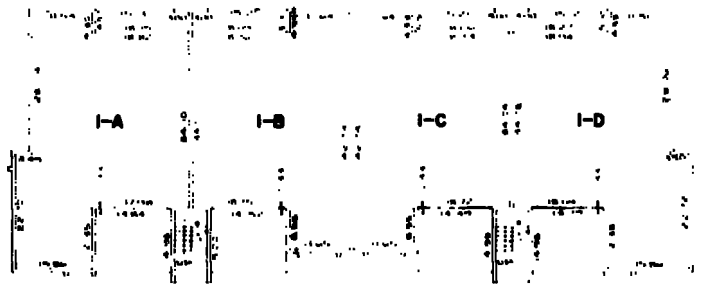
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SECOND FLOOR



FIRST FLOOR

EXHIBIT 2

DOWS and CROWTER, Inc. Civil and Consulting Engineers · Land Surveyors
Land Planners · Land Development Consultants
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE

NOTE

FLOOR PLAN , BUILDING NO 3

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PEBBLE SPRINGS CONDOMINIUM "C"

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EXHIBIT 2

DAVIS and CROWEN, Inc. Civil and Consulting Engineers · Land Surveyors
Land Planners · Land Development Consultants
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE
1494 S. OAKLAND PARK BLVD. OAKLAND PARK, FT. LAUDERDALE, FLORIDA

DATE	BY	REVISION

DATE IN 12/7/78
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CHECKED BY
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INGRESS & EGRESS EASEMENT

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ARTICLES OF INCORPORATION

-of-

PEBBLE SPRINGS CONDOMINIUM "C", INC.

Pursuant to the provisions of Chapter 617, Florida Statutes, the undersigned subscribers to these Articles of Incorporation hereby associate themselves together to form a corporation not for profit.

ARTICLE ONE - NAME

The name of this corporation is PEBBLE SPRINGS CONDOMINIUM "C", INC.

ARTICLE TWO - PURPOSE

The purpose for which this corporation is organized is for the operation of a condominium known as PEBBLE SPRINGS CONDOMINIUM "C", INC., a condominium. upon the real property in Broward County, Florida, more particularly described as follows:

(See legal description attached hereto as Exhibit 2)

This corporation is the non-profit corporation referred to in the Declaration of Condominium of the said condominium and also referred to in said Declaration as the "Association".

ARTICLE THREE - MEMBERS

The qualification of members is that they shall be record owners of units in said condominium. The membership of this corporation shall consist of all of the record owners of units in said condominium as they shall exist from time to time. After receiving the approval of this corporation, if the same shall be

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 609 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

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required by the provisions of said Declaration of Condominium or by the By-Laws of this corporation, change of membership in this corporation shall be established by the recording among the Public Records of Broward County, Florida, a deed or other instrument establishing a record title to a unit in said condominium and the delivery to this corporation a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of this corporation. The membership of the prior owner shall be thereby terminated.

1. If a unit in said condominium is owned by more than one person, or is under lease, the person entitled to be a member for such unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of this corporation.

2. If a unit in said condominium is owned by a corporation, then the member for such unit shall be designated by a certificate of appointment signed by the President or vice-president and attested by the secretary or assistant secretary of such corporation, and filed with the secretary of this corporation. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or change in the ownership of the unit concerned.

ARTICLE FOUR - TERM OF EXISTENCE

The term for which this corporation is to exist is in perpetuity, unless the said condominium is terminated pursuant to the provisions of Chapter 711, Florida Statutes, and of the Declaration of Condominium of said condominium, and in the event of such termination, this corporation shall be dissolved.

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ARTICLE FIVE - SUBSCRIBERS

The names and residences of the subscribers hereto are as follows:

SIDNEY MANK	16511 N.E. 26th Avenue North Miami Beach, Florida
SEYMOUR J. SIMON	608 Ainsley Building Miami, Florida 33132
GERALD FREED	3230 University Drive City of Sunrise, Florida

ARTICLE SIX - OFFICERS

The affairs of this corporation are to be managed by a president, vice-president, secretary and treasurer and such additional officers as may be specified in the By-Laws. One person may be elected to the offices of secretary and treasurer, if the directors so elect. The said officers shall be elected by the directors at the annual meeting of the Board of Directors, beginning with the annual meeting held in 1975.

ARTICLE SEVEN - FIRST OFFICERS

The names of the officers who are to serve until the first election are:

SIDNEY MANK.....President

SEYMOUR J. SIMON.....Secretary

GERALD FREED.....Treasurer

ARTICLE EIGHT - DIRECTORS

This corporation shall be governed by a Board of Directors consisting of five persons to be elected by the members from among the members. They shall be elected at the annual meeting members beginning with the first annual meeting to be held in 1975. Until the first election, the Board of Directors shall consist of the following three persons:

SIDNEY MANK
SEYMOUR J. SIMON
GERALD FREED

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

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ARTICLE NINE - BY-LAWS

The initial By-Laws of this corporation are those annexed to the aforesaid Declaration of Condominium. Such By-Laws may be altered or rescinded in the manner provided in said Declaration and in conformity with the provisions of Chapter 711, Florida Statutes. (By not less than four (4) Directors and by not less than nine (9) votes of the members).

ARTICLE TEN - AMENDMENTS TO ARTICLES

Amendments to these Articles of Incorporation may be proposed by the Board of Directors and adopted by the members in the same manner as amendments to the By-Laws are provided for in said Declaration of Condominium. (By not less than four (4) Directors and by not less than (9) votes of the members).

ARTICLE ELEVEN - MERGER

This corporation shall have the right to merge or combine with another Florida corporation not for profit or other Florida corporations not for profit, provided that the purpose of such other corporation or corporations in the operation of a condominium or condominiums on real property located within the subdivision known as SPRINGTREE SUB., according to the Plat thereof, as recorded in Plat Book 79, at Page 6, of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 5th day of AUGUST, 1974.

_____ (SEAL)
SIDNEY MANK

_____ (SEAL)
SEYMOUR J. SIMON

_____ (SEAL)
GERALD FREED

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STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared SIDNEY MANK, SEYMOUR J. SIMON and GERALD FREED, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of AUGUST, 1974.

Notary Public, State of Florida at Large

My Commission Expires:
October 29, 1975

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That PEBBLE SPRINGS CONDOMINIUM "C", INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of Sunrise County of Broward, State of Florida has named SIDNEY MANK located at 3260 University Drive,
(Street address and number of building, ~~Post Office Box address not acceptable~~)
City of Sunrise, , County of Broward, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

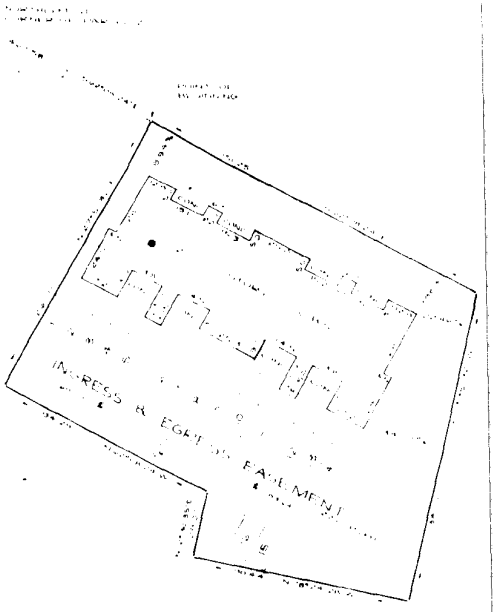
Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By Sidney Mank
SIDNEY MANK
(Resident Agent)

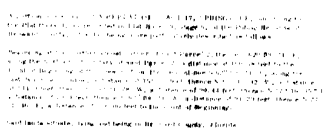
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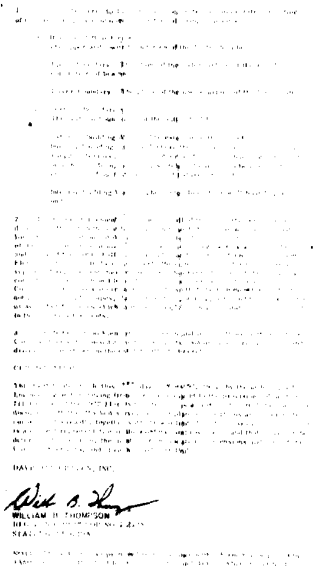
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PEBBLE SPRINGS CONDOMINIUM "C"









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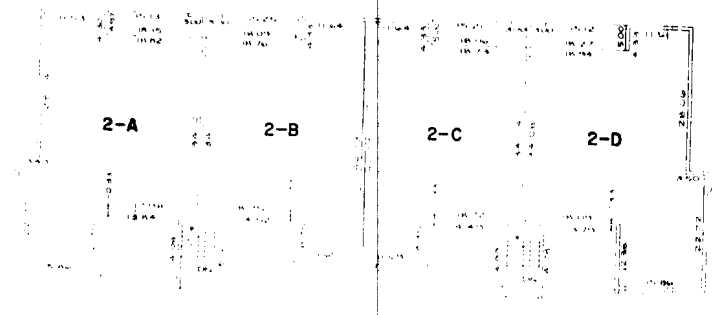
EXHIBIT 2

DAVIS and CRAVEN, Inc. Civil and Consulting Engineers · Land Surveyors
Land Planners · Land Development Consultants
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE

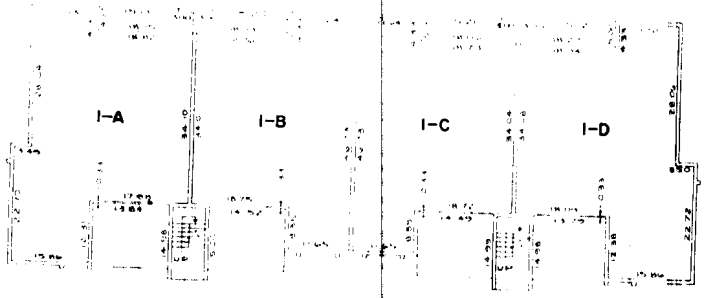
SITE PLAN

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PEBBLE SPRINGS CONDOMINIUM "C"



SECOND FLOOR



FIRST FLOOR

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EXHIBIT 2

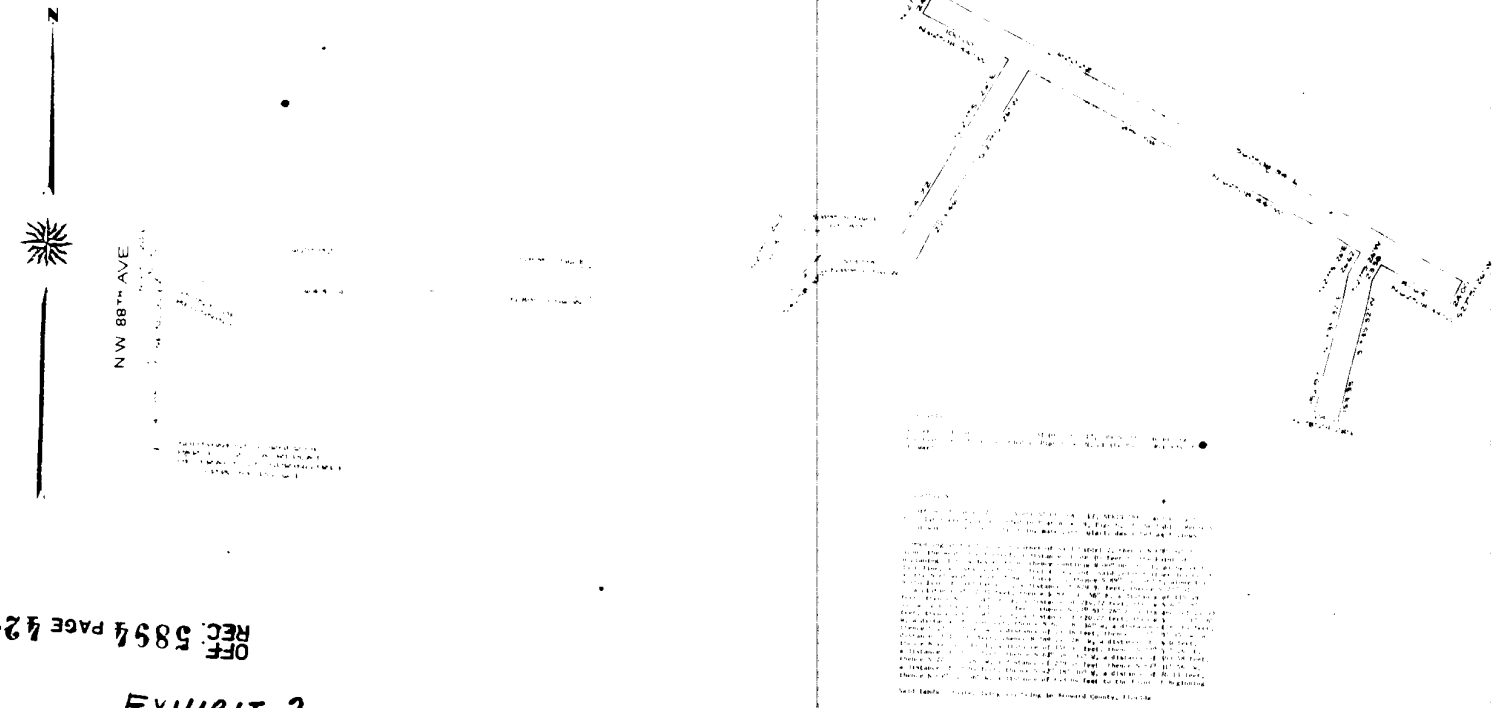
DAVIS and CRAVEN, Inc. Civil and Consulting Engineers · Land Surveyors · Land Planners · Land Development Consultants

ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE

NOTE: ALL

FLOOR PLAN , BUILDING NO 3

PEBBLE SPRINGS CONDOMINIUM "C"



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EXHIBIT 2

DAVIS and CRAVEN, Inc. Civil and Consulting Engineers · Land Surveyors
Land Planners · Land Development Consultants
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BY-LAWS

OF

PEBBLE SPRINGS CONDOMINIUM "C", INC.

A FLORIDA CORPORATION NOT FOR PROFIT

****

ARTICLE I

General

Section 1. The Name.

The name of the corporation shall be PEBBLE SPRINGS CONDOMINIUM "C", INC.

Section 2. Principal Office.

The principal office of the corporation shall be at the general or administrative offices of the condominium located in the condominium or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Corporate Purpose.

The general purpose of the corporation shall be as follows: To be the "Association" (as defined in the Condominium Act of the State of Florida, Chapter 711, Florida Statutes) for the condominium property that has been submitted to condominium ownership in the Declaration of Condominium for the condominium known as PEBBLE SPRINGS CONDOMINIUM "C", INC., in Broward County, Florida.

ARTICLE II

Directors

Section 1. Number and Term.

The number of Directors which shall constitute the whole Board shall be five (5). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his Successor shall be elected and shall qualify.

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Section 2. Vacancy and Replacement.

If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal.

Directors may be removed for cause by an affirmative vote of a majority of the members. A director shall be disqualified from further service on the Board if his membership in the Association shall be terminated for any reason whatsoever.

Section 4. First Board of Directors.

The first Board of Directors shall consist of SIDNEY MANK, SEYMOUR J. SIMON and GERALD FREED, who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, however, that any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers.

A. The property and business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of this condominium as are not by statute or by the Certificate of Incorporation, the Declaration of Condominium, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to, the following:

a. To levy upon the members monthly and other assessments, payable in advance. The Board of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any necessary additional expenses, but said increase can only be made in the proportion established in Article VII, Section 3 of these By-Laws;

b. To use and expend the assessments collected to maintain, care for and preserve the condominium units, the common elements, the limited common elements and the condominium property (other than the interiors of the condominium units, which are to be maintained, cared for and preserved by the individual condominium unit owners);

c. To pay taxes and assessments levied and assessed against any real property the corporation might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation;

d. To enter into and upon the condominium units when necessary and at as little inconvenience to the owner as

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possible in connection with such maintenance, care and preservation. For the purpose of preservation, care and restoration of condominium property, each owner of a condominium unit grants a perpetual easement to the then existing Board of Directors or its duly authorized agents to enter into his condominium unit at any reasonable time (or at any unreasonable time if the necessities of the situation should so require);

e. To repair and replace common element and limited common element facilities, machinery and equipment;

f. To insure and keep insured the said building and improvements on the property and the owners against loss from fire or other casualty and against public liability and to carry such other insurance as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declaration of Condominium;

g. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from unit owners for violations of the Declaration of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Directors;

h. To employ such personnel, make such purchases and enter into such contracts as may be necessary or desirable in carrying out the operation and management of the condominium;

i. To make, amend and repeal Rules and Regulations governing the operation, maintenance and management of the condominium, including, without limitation, the use and occupancy of the units by the members, the use of the common elements, the use of the recreation area and facilities;

j. To contract with a manager or managing agent for a period of not more than five (5) years to whom the Board may delegate the performance of such of its duties and powers with respect to the management and operation of the condominium as the Board may determine, including, without limitation, delegating to such manager or managing agent the right to make, amend and repeal the aforesaid Rules and Regulations, and to collect and disburse the funds of this corporation, and to pay such a management agent a fee, which manager or managing agent may be one or more individuals who are officers or employees of the developer, or may be a corporation controlled by or affiliated with the developer.

k. To enter into a lease or leases, as tenant, for the use of property (including the non-exclusive use thereof), whether or not contiguous to the lands of the condominium to be operated by this corporation, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners of such condominium.

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Section 6. Compensation.

Directors' and officers' fees, if any, shall be determined by the members.

Section 7. Meetings.

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

B. Regular meetings of the Board shall be held monthly without notice at such time and place as the Board shall fix from time to time.

C. Special meetings of the Board may be called by the president on five (5) days' notice to each director either personally or by mail or telegram. Special meetings shall be called by the president or secretary in a like manner and on like notice on the written request of three (3) directors.

D. At all meetings of the Board a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Declaration of Condominium, or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Annual Statement.

The Board shall present at the annual meeting of members, and when called for by a vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation.

ARTICLE III

Officers

Section 1. Elective Offices.

The officers of the corporation shall be members, shall be chosen by the directors and shall be a president, a vice president, a secretary and a treasurer. The Board of Directors may also choose one or more additional vice presidents, assistant secretaries, assistant treasurers, or other officers. Two or more offices may not be held by the same person.

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Section 2. Election.

The Board of Directors at its first meeting after each annual meeting of general members shall elect officers, none of whom, excepting the president, need be a director.

Section 3. Appointive Offices.

The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term.

The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President.

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to another officer or agent of the corporation.

Section 6. The Secretary.

A. The Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

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B. Assistant secretaries in order of their seniority shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 7. The Treasurer and Assistant Treasurers.

A. The Treasurer shall have the custody of the corporation funds and securities and shall keep full and accurate accounts of the receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the corporation.

C. Assistant treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

Section 8. Bonding of Corporate Officers.

The Treasurer and all Assistant Treasurers, if any, the President and Secretary, shall be required to be bonded in an amount to be determined by the Board of Directors with a fiduciary bonding company licensed and authorized to transact business in the State of Florida. The cost of the premium for this bond shall be paid by the condominium association.

Section 9. Indemnification of Corporate Officers.

Every director and 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 an officer or director 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 approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director may be entitled.

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ARTICLE IV

Membership

Section 1. Definition.

Membership in the Association shall be limited to the owners of the condominium parcels as identified in the Declaration of Condominium. The Association shall not issue certificates.

Section 2. Voting Rights.

A member shall be entitled to cast one vote for each condominium parcel owned by him at all meetings of the members of the Association. No vote is divisible. The Certificate of Incorporation of this corporation provides for the designation of a member when a condominium unit is owned by more than one person or by a corporation or is under lease.

Section 3. Transfer of Membership Ownership.

Transfer of membership in the Association occurs only as an incident to the conveyance or transfer of a condominium parcel as identified in the Declaration of Condominium and takes place automatically. The conveyance of the individual's condominium parcel is subject to the approval of the Board of Directors. The method for transferring condominium parcel ownership is more fully described in paragraph number 25 of the Declaration of Condominium.

ARTICLE V

Meetings of Membership

Section 1. Place.

All meetings of the corporation membership shall be held at the office of the corporation, or may be held at such place and time as shall be stated in the notice thereof.

Section 2. Annual meeting.

A. The first annual meeting of members shall be held on the first Monday in January, 1975.

B. Regular annual meetings, subsequent to 1975, shall be held on the first Monday in January of each year.

C. All annual meetings shall be held at the hour of 2:00 o'clock P.M., or at such hour as the Board of Directors may determine.

D. At the annual meeting, the members shall elect, by a plurality vote, a Board of Directors, and transact such other business as may properly be brought before the meeting.

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E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation at least ten (10) days prior to the meeting.

Section 3. Membership List.

At least ten (10) days before every election of directors, a complete list of the members entitled to vote at said election, arranged numerically by "condominium units," with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the principal office of the corporation and shall be open to examination by any member throughout such time. No member who is then more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting.

Section 4. Special Meetings.

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and and shall be called by the President or Secretary at the request in writing of not less than one-fourth (1/4) of the membership. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least five (5) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum.

Fifty-one (51%) per cent of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, the Declaration of Condominium or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

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Section 6. Vote Required to Transact Business.

When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by written proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation, the Declaration of Condominium or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or adjournments thereof, must be in writing, signed by the member appointing the proxy and filed with the Secretary prior to the meeting for which the proxy is given.

Section 8. Waiver and Consent.

Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, of the Declaration of Condominium, of the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 9. Rules of Procedure.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Certificate of Incorporation, By-Laws, statute or Declaration of Condominium.

ARTICLE VI

NOTICES

Section 1. Definition.

Whenever, under the provisions of the statutes or of the Certificate of Incorporation, of these By-Laws, or of the Declaration of Condominium, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to such director or member at such address as appears on the books of the corporation.

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Section 2. Service of Notice - Waiver

Whenever any such notice is required to be given, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

Finances

Section 1. Fiscal Year.

The fiscal year shall begin the first day of January in each year.

Section 2. Checks.

All checks or drafts for money and notes of the corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Assessments.

The Board of Directors of the corporation shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued operation of the condominium. The Board shall determine the total amount required, including the operational items such as taxes, insurance, repairs, maintenance and other operating expenses. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium units in accordance with Paragraph (F) of the Declaration. This ratio of assessments shall remain constant regardless of the purchase price of the condominium parcel or the percentage of the building's square footage included in each condominium unit. Said assessments shall be payable monthly in advance as ordered by the Board of Directors. Special assessments, should such be required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees to pay promptly when due the monthly and all special assessments assessed against his own condominium unit. Delinquent assessments will bear interest and late charges as set forth in the Declaration of Condominium to which these By-Laws are an exhibit. No member shall be personally liable for any debts of the corporation whatsoever.

Section 4. Accounts.

There shall be established and maintained such bank account or accounts as the Board of Directors shall deem advisable, into which shall be deposited all monthly and special assessments as fixed and determined for all condominium units. Disbursements from said accounts shall be for the general needs of the corporation, including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the property of the corporation.

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Section 5. Condominium Expenses.

The condominium expenses for which the members shall be liable in the respective proportions set forth in the Declaration of Condominium shall be those costs and expenses deemed necessary or desirable by the Association for the operation and maintenance of the condominium property, other than maintenance of the interior of a unit and of such other items for whose maintenance and repair a unit owner is responsible although the same are located in the common elements. Such operating and maintenance expenses shall include, but not be limited to, maintenance of all lawns shrubbery and landscaping, water and electricity for landscaping sprinkler system, electricity for lighting streets and common elements, painting the exterior of all buildings, maintenance and repair of roofs of all buildings (but not air conditioning equipment located on the roof), removal of garbage and trash.

Section 6. Annual Audit.

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 1st of the year following the year for which the report is made.

ARTICLE VIII

Seal

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Not for Profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or in any other form evidencing the intent of the signing officer or officers to have the effect of the corporate seal.

ARTICLE IX

Leasing and Sub-Leasing

The primary object of the corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a matter of discretionary decision by the Board of Directors, and every lease or sub-lease of a condominium unit is subject to the approval of the Board of Directors, as set forth in the Declaration of Condominium. The Board of Directors shall have the right to require that a uniform form of lease shall be used and for a minimum term of not less than three (3) months.

ARTICLE X

Default

In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid by the Association within thirty (30) days from the due date, the Association,

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through its Board of Directors or manager, acting in behalf of the Association, may foreclose the lien encumbering the condominium parcel created by the non-payment of the required monies. In said foreclosure action, the Plaintiff shall be entitled to the appointment of a receiver as a matter of strict right to the Association and without reference to the adequacy or inadequacy of the value of the property sought to be foreclosed or the solvency or insolvency of the owner or any party defendant to such suit. To further secure payment of this indebtedness, the condominium parcel owner by virtue of his acceptance of the conveyance of the condominium parcel to him, does hereby sell, assign, transfer, and set over unto the Association all of the rents, issues and profits of his condominium parcel, and this assignment shall become operative upon any default being made by said condominium parcel owner hereunder, and shall remain in full force and effect so long as any default continues to exist hereunder, and the Association shall have the right to enter upon the premises and collect the same directly from the occupants.

If the Association becomes the owner of the condominium parcel in question, it shall offer said parcel for sale, and whenever such a sale is consummated, it shall, from the proceeds received from said sale, deduct all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the law suit in question, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the condominium parcel in question, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repair and refurbishing of the condominium unit in question so that it could be sold. All monies remaining after deducting the foregoing items of expense shall be returned directly to the former owner of the condominium parcel in question.

In the event of violation by the owner of a condominium parcel of any of the provisions of the Declaration of Condominium, Certificate of Incorporation, By-Laws or Rules and Regulations, as are now or hereafter constituted, the Association may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation. Should the Association be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

ARTICLE XI

Amendment

These By-Laws may be amended in the following manner as well as in the manner elsewhere provided:

Section 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.

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Section 2. Resolution.

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members. Directors and members not present at the meeting considering the amendment may express their approval in writing. Except as elsewhere provided, such approval must be either by

A. not less than four (4) Directors and by not less than 9 votes of the members; or

B. until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

Section 3. Agreement.

In the alternative, an amendment may be made by an agreement executed by all members and mortgagees in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

Section 4. Proviso.

No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment.

ARTICLE XII

Arbitration

By virtue of his acceptance of the conveyance of his condominium parcel to him, each member has agreed to submit to arbitration any controversy or dispute arising concerning the construction of any of the By-Laws or any action on the part of the Board of Directors, in accordance with the terms and conditions of the Florida Arbitration Code (now designated as Chapter 682, Florida Statutes), as they may exist at the time such dispute arises.

ARTICLE XIII

Miscellaneous

Section 1.

The definitions of particular words and phrases contained in the Condominium Act (now Chapter 711, Florida Statutes) or in the Declaration of Condominium, shall apply to such words and phrases when used in these By-Laws.

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Section 2.

Should any provision of these By-Laws be void or unenforceable in law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

Section 3.

Any lien or other encumbrance upon or against a condominium unit or parcel in favor of the Association is hereby declared to be, and shall be, subject, subordinate and inferior to the lien of any mortgage encumbering such unit or parcel, where such mortgage is made to a bank, savings and loan association or life insurance company, and regardless of whether such mortgage was made or recorded before or after the aforesaid lien or encumbrance of the Association.

PEBBLE SPRINGS CONDOMINIUM "C", INC.

By: _____
SIDNEY MANK, President

Attest: _____
SEYMOUR J. SIMON, Secretary

STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this 31st day of August, 1974, before me personally appeared SIDNEY MANK and SEYMOUR J. SIMON, President and Secretary, respectively, of PEBBLE SPRINGS CONDOMINIUM "C", INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing By-Laws as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 31 day of August, 1974.

_____
Notary Public, State of Florida

My Commission Expires:
[illegible] 27, 1975

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when [illegible]

[illegible] COMPTROLLER

74-235177

FIRST AMENDMENT

TO

DECLARATION

OF

CONDOMINIUM

OF

PEBBLE SPRINGS CONDOMINIUM "C", INC.,

A CONDOMINIUM

This is the First Amendment to that DECLARATION OF CONDOMINIUM OF PEBBLE SPRINGS CONDOMINIUM "C", INC., A CONDOMINIUM, which was dated August 8, 1974, and filed under Clerk's File No. 74-176572 of Broward County, Florida, being recorded in O. R. Book 5894, at Page 386 of the Public Records of Broward County, Florida, which amendment was duly adopted by resolution of PEBBLE SPRINGS CONDOMINIUM "C", INC.

1. On Page 2 of said DECLARATION OF CONDOMINIUM, commencing on Line 11, where MGIC-JANIS PROPERTIES, INC., appear, said words shall be stricken and in their place and stead the following words shall appear: MGIC PROPERTIES CORPORATION.

2. That the said SIDNEY MANK, who executed the Declaration on behalf of SIDNEY MANK ENTERPRISES, INC., is and was in fact, the President of said Florida corporation; that the said ANTHONY F. MACINA, JR., who executed the Declaration on behalf of MGIC PROPERTIES CORPORATION, is and was in fact, the Vice-President of said Delaware corporation.

3. The easement attached as sheet 3 of the Condominium Survey and Plans is hereby submitted for the use of all the owners, their mortgagees, licensees, guests and invitees of units in buildings erected on Parcel 2, Tract 17, SPRINGTREE SUB., Broward County, Florida. PEBBLE SPRINGS CONDOMINIUM "C", INC., shall have an undivided 3.57% interest in the fee simple title to the easement. The ingress and egress easements shown as exhibits in the other adjoining condominiums will also be for the use of all unit owners, their mortgagees, licensees, guests and invitees of each and every condominium.

OFF 6909 PAGE 904

This Instrument Was Prepared By:
RICHARD J. HAYS
608 Ainsley Building
Miami, Florida 33132

RETURN TO:
PALLOT, POPPELL, GOODMAN & SHAPO
1504 Alfred I. duPont Building
Miami, Florida 33131

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-0515

4. Paragraph k, Page 3 of the By-Laws is hereby amended by adding the words, "The Association is hereby authorized to accept deeds to the Recreation Area from the Developer."

5. Paragraph 33 of the DECLARATION OF CONDOMINIUM shall have added the following language: "All Recreation Areas and Facilities will be deeded without charge by the Developer to the Association upon completion of the project on Parcel 2, Tract 17, SPRINGTREE SUB., Broward County, Florida."

6. That the Articles of Incorporation, Article Ten, Line 5, on Page 4 of said Articles be changed from "(9)" to "(5)".

7. In all other respects, the DECLARATION OF CONDOMINIUM, executed on August 8, 1974, shall be hereby ratified and the above amendments shall be effective as of August 8, 1974.

IN WITNESS WHEREOF, the Developer and the Condominium Association have caused this First Amendment to DECLARATION OF CONDOMINIUM to be executed this 6th day of August, 1974.

Witnesses:

SPRING-MANK VENTURE, a joint venture of SIDNEY MANK ENTERPRISES, INC. and MGIC PROPERTIES CORPORATION

Claire S. Baker

By: Sidney Mank President
SIDNEY MANK ENTERPRISES, INC.

Joyce Stephens

By: Arthur W. Macey Vice President
MGIC PROPERTIES CORPORATION

(SEAL)

Witnesses:

PEBBLE SPRINGS CONDOMINIUM "C", INC.

Claire S. Baker

By: Sidney Mank President
SIDNEY MANK

Richard J. Hays

Attest: Seymour J. Simon Secretary
SEYMOUR J. SIMON

(SEAL)

(Acknowledgments Follow)

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

STATE OF FLORIDA)
COUNTY OF DADE) ss:

I HEREBY CERTIFY that on this 6th day of November, 1974, before me personally appeared SIDNEY MANK, President of SIDNEY MANK ENTERPRISES, INC., a corporation under the laws of the State of Florida, to me known to be the person who signed the foregoing First Amendment to Declaration of Condominium of PEBBLE SPRINGS CONDOMINIUM "C", INC., as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State this 6th day of November, 1974.

Notary Public, State of Florida at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1977
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA)
COUNTY OF DADE) ss:

I HEREBY CERTIFY that on this 6th day of November, 1974, before me personally appeared ANTHONY F. MACINA, JR., Vice-President of MGIC PROPERTIES CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the person who signed the foregoing First Amendment to Declaration of Condominium of PEBBLE SPRINGS CONDOMINIUM "C", INC., as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 6th day of November, 1974.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUL 21 1976

Notary Public, State of Florida at Large
My Commission expires:

STATE OF FLORIDA)
COUNTY OF DADE) ss:

On this day, personally appeared before me, SIDNEY MANK and SEYMOUR J. SIMON, to me known, and known to me to be the President and Secretary of PEBBLE SPRINGS CONDOMINIUM "C", INC., respectively, a corporation under the laws of the State of Florida, and they acknowledged to me that they know the contents of the foregoing First Amendment to Declaration of Condominium of Pebble Springs Condominium "C", Inc., and they executed same on behalf of said corporation, for the purposes and intents expressed therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, at Miami, said County & State, this 6th day of November, 1974.

Notary Public, State of Florida at Large
My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1977
Bonded by American Fire & Casualty Co.

The following undersigned parties, together with the Developer, are all of the Unit Owners in the above Condominium and join in this First Amendment to Declaration of Condominium of Pebble Springs Condominium "C", Inc., and they hereby affix their individual signatures before a Notary Public, on the following individual and separate pages, attached hereto and made a part hereof:

OFF 6005 PAGE 653

WITNESSES:

UNIT 1-A
PEBBLE SPRINGS CONDOMINIUM "C", INC.

ANTHONY DAMA

GLORIA DAMA, his wife

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

I hereby certify that on this day, the 6th day of November, 1974, before me personally appeared Anthony Dama and Gloria Dama, his wife, to me known to be the persons who own Condominium Unit 1-A in the above Condominium, and they acknowledged to me that they know the contents of the foregoing attached First Amendment to Declaration of Condominium of Pebble Springs Condominium "C", Inc., and that they executed same for the intents and purposes stated therein, as their free act and deed.

IN WITNESS whereof I have hereunto set my hand and my official seal at Sunrise, said County & State, this 6th day of November, 1974.

Notary Public, State of Florida at Large
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 5, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

(Seal)

OFF 6005 PAGE 954

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 808 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

PAGE 954

WITNESSES:

UNIT 1-B
PEBBLE SPRINGS CONDOMINIUM "C", INC.

ANTHONY D. ESPOSITO

ROSE ESPOSITO, his wife

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

I hereby certify that on this day, the 2nd day of November, 1974, before me personally appeared Anthony D. Esposito and Rose Esposito, his wife, to me known to be the persons who own Condominium Unit 1-B in the above Condominium, and they acknowledged to me that they know the contents of the foregoing attached First Amendment to Declaration of Condominium of Pebble Springs Condominium "C", Inc., and that they executed same for the intents and purposes stated therein, as their free act and deed.

IN WITNESS whereof I have hereunto set my hand and my official seal at Sunrise, said County & State, this 2nd day of November, 1974.

Notary Public, State of Florida at Large
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 3, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

(Seal)

- 5 -

PAGE 955

WITNESSES:

UNIT 1-C
PEBBLE SPRINGS CONDOMINIUM "C", INC.

SIDNEY FRANK

TAMA FRANK, his wife

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

I hereby certify that on this day, the 6th day of November, 1974, before me personally appeared Sidney Frank and Tama Frank, his wife, to me known to be the persons who own Condominium Unit 1-C in the above Condominium, and they acknowledged to me that they know the contents of the foregoing attached First Amendment to Declaration of Condominium of Pebble Springs Condominium "C", Inc., and that they executed same for the intents and purposes stated therein, as their free act and deed.

IN WITNESS whereof I have hereunto set my hand and my official seal at Sunrise, said County & State, this [illegible] day of [illegible], 1974.

Notary Public, State of Florida at Large
My commission expires:

(Seal)

BONDED THRU GENERAL INSURANCE UNDERWRITERS

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 508 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

WITNESSES:

UNIT 2-D
PEBBLE SPRINGS CONDOMINIUM "C", INC.

JULIUS FINEGOLD

MIRIAM FINEGOLD, his wife

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

I hereby certify that on this day, the 6th day of November, 1974, before me personally appeared Julius Finegold and Miriam Finegold, his wife, to me known to be the persons who own Condominium Unit 2-D in the above Condominium, and they acknowledged to me that they know the contents of the foregoing attached First Amendment to Declaration of Condominium of Pebble Springs Condominium "C", Inc., and that they executed same for the intents and purposes stated therein, as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal at Sunrise, said County & State, this 6th day of November, 1974.

Notary Public, State of Florida at Large
My commission expires:

(Seal)

6905 PAGE 537

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 606 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6515

79- 65709

BY-LAWS

OF

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

a Florida corporation (Not for profit)

ARTICLE I

General

Section 1. The Name.

The name of the corporation shall be PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

Section 2. Principal Office.

The principal office of the corporation shall be at the general or administrative office of the condominium located in at least one of the five condominiums or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Corporate Purpose.

The general purpose of the corporation shall be as follows: To be, the "Association" (as defined in the Condominium Act of the State of Florida, Chapter 718 Florida Statutes) for the condominium, properties that have been submitted to condominium ownership in the five Declarations of Condominium for the five condominiums known respectively as PEBBLE SPRINGS CONDOMINIUM "A", INC., PEBBLE SPRINGS CONDOMINIUM "B", INC., PEBBLE SPRINGS CONDOMINIUM "C", INC., PEBBLE SPRINGS CONDOMINIUM "D", INC., and PEBBLE SPRINGS CONDOMINIUM "E", INC., all located in Broward County, Florida.

ARTICLE II

Directors

Section 1. Number and Term.

Until succeeded by directors elected at the first annual meeting of members subsequent to incorporation, directors need not be members; thereafter all directors shall be members.

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ARTICLE II

Directors

Section 1. Number and Term. (Cont.)

The number of Directors which shall constitute the whole Board shall be 10 with 2 directors to be elected from among and by the members representing each of the five individual condominiums which are part of this Association. Each Building shall have the option of electing one alternate to the Board to attend all Board meetings but such alternate shall be entitled to vote only if less than two directors from said building attend that Board meeting.

For the first Board of Directors, one director from each condominium shall serve for a term of 2 years and the other for a term of 1 year.

The Directors for the second Board of Directors and each Board of Directors thereafter shall be elected at the annual meeting of the members to be held in February of each year with an equal number of directors to be elected from each condominium in accordance with the above provisions and by separate election of the members of each of the five individual condominiums.

The term of office for the members of the second Board of Directors and each subsequent Board of Directors shall be for a period of 2 years.

Section 2. Vacancy & Replacement.

If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a special meeting shall be duly held of the members of the Condominium represented by such vacancy or vacancies and a majority of those members present shall choose a successor or successors from among the members of that Condominium who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal.

Directors may be removed for cause by a vote of 75% of the members comprising the condominium represented by such director or directors. A director shall be disqualified from further service on the Board if his membership in the Association shall be terminated for any reason whatsoever.

Section 4. First Board of Directors.

The first Board of Directors of the Association shall consist of those directors who were elected by the members of the individual condominiums at the general membership meeting held on February 13, 1978 subject to confirmation by the members of those condominiums subsequent to the adoption of these By-Laws.

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Section 5. Powers.

Property and business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of these condominiums as are not by statute or by the

Section 5. Powers. (Cont.)

Certificate of Incorporation, the Declarations of Condominium, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to the following:

a) To levy upon the members monthly and other assessments, payable in advance. The Board of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any necessary additional expenses, but said increase can only be made in the proportion established in Article VII, Section 3, of these By-Laws;

b) To use and expend the assessments collected to maintain, care for and preserve the condominium units, the common elements, the limited common elements and the condominium property (other than the interiors of the condominium units, which are to be maintained, cared for and preserved by the individual condominium unit owners);

c) To pay taxes and assessments levied and assessed against any real property the corporation might own and pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation;

d) To enter into and upon the condominium units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation. For the purpose of preservation, care and restoration of condominium property, each owner of a condominium unit grants a perpetual easement to the then existing Board of Directors or its duly authorized agents to enter into his condominium unit at any reasonable time (or at any unreasonable time if the necessities of the situation should so require);

e) To repair and replace common element and limited common element facilities, machinery and equipment.

f) To insure and keep insured the said building and improvements on the property and the owners against loss from fire or other casualty and against public liability and to carry such other insurance as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declarations of Condominium;

g) To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from unit owners for violations of the Declarations of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Directors;

h) To employ such personnel, make such purchases and enter into such contracts as may be necessary or desirable in carrying out the operation and management of the condominiums;

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Section 5. Powers. (Cont.)

i) To make, amend and repeal Rules and Regulations governing the operation, maintenance and management of the condominiums, including, without limitation, the use and occupancy of the units by the members, the use of the common elements, the use of the recreation area and facilities;

j) Subject to approval of the general membership, to enter into a lease or leases, as tenant, for the use of property (including the non-exclusive use thereof), whether or not contiguous to the lands of the condominiums to be operated by this corporation, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners of such condominiums.

Section 6. Compensation.

Directors and officers' fees, if any, shall be determined by the general membership.

Section 7. Meetings.

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

B. Regular meetings of the Board shall be held monthly upon proper notice in accordance with the requirements of the Florida Statutes, at such time and place as the Board shall fix from time to time.

C. Special meetings of the Board may be called by the President on five (5) days' notice to each director either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of three (3) directors.

D. At all meetings of the Board a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Declaration of Condominium, or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Annual Statement.

The Board shall present a full written statement of the business and condition of the corporation at the annual meeting of members, and when called for by a vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation.

REC 8071 PAGE 454

ARTICLE III

Officers

Section 1. Elective Offices.

The officers of the corporation shall be members, shall be chosen by the directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose one or more additional vice presidents, assistant secretaries, assistant treasurers, or other officers. Two or more offices may not be held by the same person.

Section 2. Election.

The Board of Directors at its first meeting after each annual meeting of general members shall elect officers. The President, Vice President, Secretary and Treasurer must be directors or alternates at the time of their election.

Section 3. Appointive Offices.

The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term.

The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President.

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to another officer or agent of the corporation.

C. The President must have served as a Director for at least one (1) year immediately prior to his election.

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Section 6. The Secretary.

A. The Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all

Section 6. The Secretary. (Cont.)

proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

B. Assistant Secretaries in order of their seniority shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 7. The Treasurer and Assistant Treasurers.

A. The Treasurer shall have the custody of the corporation funds and securities and shall keep full and accurate accounts of the receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the corporation.

C. Assistant Treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

Section 8. Bonding of Corporate Officers.

All officers handling funds of the Association shall be required to be bonded in an amount to be determined by the Board of Directors with a fiduciary bonding company licensed and authorized to transact business in the State of Florida. The cost of the premium for this bond shall be paid by the Condominium Association.

Section 9. Indemnification of Corporate Officers.

Every director and 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 an officer or director 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 approves such settlement and reimbursement as being for the best

REC 8071 PAGE 459

Section 9. Indemnification of Corporate Officers. (Cont.)

interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director may be entitled.

ARTICLE IV

Membership

Section 1. Definition.

Membership in the Association shall be limited to the owners of the condominium parcels as identified in the Declarations of Condominium. The Association shall not issue certificates.

Section 2. Voting Rights.

A member shall be entitled to cast one vote for each condominium parcel owned by him at all meetings of the members of the Association. No vote is divisible. The Certificate of Incorporation of this corporation provides for the designation of a member when a condominium unit is owned by more than one person or by a corporation or is under lease. No member who is more than 30 days delinquent in the payments of his assessments, as determined by the Treasurer, shall be entitled to vote at any regular or special meeting of the Association, or if a Director, at any meeting of the Board of Directors.

Section 3. Transfer of Membership Ownership.

Transfer of membership in the Association occurs only as an incident to the conveyance or transfer of a condominium parcel as identified in the Declarations of Condominium and takes place automatically. The conveyance of the individual's condominium parcel is subject to the approval of the Board of Directors. The method for transferring condominium parcel ownership is more fully described in the respective Declarations of Condominium.

ARTICLE V

Meetings of Membership

Section 1. Place.

All meetings of the corporation membership shall be held at the Recreation Center or may be held at such place and time as shall be stated in the notice thereof provided such place be within Broward County

Section 2. Annual Meeting.

A. The first annual meeting of members shall be held on May 11, 1978

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Section 2. Annual Meeting. (Cont.)

to adopt these By-Laws and confirm the action taken at the general membership meeting held on February 13, 1978.

B. Regular annual meetings, subsequent to 1978, shall be held on the first Monday in February of each year.

C. All annual meetings shall be held at the hour of 8:00 o'clock P.M., or at such hour as the Board of Directors may determine.

D. At the annual meeting, the members shall elect, as provided herein, a Board of Directors, and transact such other business as may properly be brought before the meeting.

E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation at least ten (10) days prior to the meeting.

Section 3. Membership List.

At least ten (10) days before every election of directors, a complete list of the members entitled to vote at said election, arranged numerically by "condominium units", with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the principal office of the corporation and shall be open to examination by any member throughout such time. No member who is then more than thirty (30) days delinquent in the payment of his assessments shall be entitled to vote at any regular or special meeting.

Section 4. Regular and Special Meetings.

A. Regular meetings of the membership shall be held quarterly and written notice of said regular meetings, stating the time and place thereof, shall be posted, served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least ten (10) days before such meeting.

B. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation may be called by the President, and shall be called by the President or Secretary at the request in writing of not less than one-fourth (1/4) of the membership. Such request shall state the purpose or purposes of the proposed meeting.

C. Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least five (5) days before such meeting.

D. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum.

Fifty-one percent (51%) of the total number of members of the corporation present in person or represented by written proxy, shall

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Section 5. Quorum. (Cont.)

be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, the Declarations of Condominium or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business.

When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by written proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation, the Declarations of Condominium or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or adjournments thereof, must be in writing, signed by the member appointing the proxy and filed with the Secretary prior to the meeting for which the proxy is given.

Section 8. Waiver and Consent.

Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, of the Declarations of Condominium, of the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 9. Rules of Procedure.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Certificate of Incorporation, By-Laws, statute or Declarations of Condominium.

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ARTICLE VI

Notices

Section 1. Definition.

Whenever, under the provisions of the statutes or of the Certificate

Section 1. Definition. (Cont.)

of Incorporation, of these By Laws, or of the Declarations of Condominium, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to such director or member at such address as appears on the books of the corporation.

Section 2. Service of Notice - Waiver.

Whenever any such notice is required to be given, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

Finances

Section 1. Fiscal Year.

The fiscal year shall begin the first day of January in each year.

Section 2. Checks.

All checks or drafts for money and notes of the corporation shall be signed by any two of the following officers: President, Vice President, Secretary or Treasurer, or by such officer or persons as the Board of Directors may from time to time designate.

Section 3. Assessments.

The Board of Directors of the corporation shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued operation of the condominiums. The Board shall determine the total amount required, including the operational items such as taxes, insurance, repairs, maintenance and other operating expenses. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium units in accordance with the provisions of the Declarations of Condominium. Said assessments shall be payable monthly in advance as ordered by the Board of Directors. Special assessments, should such be required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees to pay promptly when due the monthly and all special assessments assessed against his own condominium unit. Delinquent assessments will bear interest and late charges as set forth in the Declarations of Condominium to which these By-Laws are an exhibit. No member shall be personally liable for any debts of the corporation whatsoever.

Section 4. Accounts.

There shall be established and maintained such bank account or ac-

BOOK 8071 PAGE 470

Section 4. Accounts. (Cont.)

counts as the Board of Directors shall deem advisable, into which shall be deposited all monthly and special assessments as fixed and determined for all condominium units. Disbursements from said accounts shall be for the general needs of the corporation, including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the property of the corporation.

Section 5. Condominium Expenses.

A. The condominium expenses for which the members shall be liable in the respective proportions set forth in the Declarations of Condominium shall be those costs and expenses deemed necessary or desirable by the Association for the operation and maintenance of the condominiums properties other than maintenance of the interior of a unit and of such other items for whose maintenance and repair a unit owner is responsible although the same are located in the common elements. Such operating and maintenance expenses shall include, but not be limited to, maintenance of all lawns, shrubbery and landscaping, water and electricity for landscaping sprinkler system, electricity for lighting streets and common elements, painting the exterior of all buildings, maintenance and repair of roofs of all buildings (but not air conditioning equipment located on the roof), removal of garbage and trash.

B. With exception of the operational expenses of the recreational building and adjoining facilities, the Treasurer shall maintain and prepare separate records and budgets regarding the maintenance and operation of the common elements of each individual condominium which is a part of this Association reflecting the actual maintenance and operational expenses of the common elements as they relate to the units in each particular condominium in accordance with the Florida Statutes.

C. The Board of Directors shall submit the annual budget relating to the individual condominiums and recreational facilities to the membership of the Association at least thirty (30) days prior to the annual meeting of the members in February of each year.

D. Those expenses relating solely and specifically to one or more individual condominiums may be allocated and assessed by the Association to those particular condominiums and collected in accordance with Section 3 above.

Section 6. Expenditures.

The Board of Directors shall not make expenditures from funds held in Association accounts for non-budgeted expenses in excess of $1,000.00 without specific prior majority approval of the membership of the Association present at a proper meeting thereof in accordance with these By-Laws.

Section 7. Annual Audit.

An audit of the accounts of the Association shall be made annually by a certified public accountant which audit need not be certified, and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.

OR 8071 PAGE 961

ARTICLE VIII

Seal

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Not for Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or in any other form evidencing the intent of the signing officer or officers to have the effect of the corporate seal.

ARTICLE IX

Leasing and Sub-Leasing

A. The primary object of the corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a matter of discretionary decision by the Board of Directors, and every lease, lease renewal or sublease of a condominium unit is subject to the approval of the Board of Directors, as set forth in the Declarations of Condominium. The Board of Directors shall have the right to require that a uniform form of lease shall be used and for a minimum term of not less than six (6) months and only two (2) leases within a twelve (12) month period shall be allowed for any one individual unit.

B. The Board of Directors shall have the right to bring eviction proceedings against any lessee who violates the Rules and Regulations of the Association or disturbs the peaceful enjoyment of the members.

C. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the use, lease or sub-lease of a unit by a corporation shall be conditioned by requiring that all persons occupying the unit be approved by the Board of Directors, prior to occupancy. Prior written notice of such intended use of a unit by any corporation shall be submitted to the Board of Directors in accordance with the provisions of these By-Laws.

ARTICLE X

Guests

Unit owners shall give prior written notice to the Board of Directors as to any guests who shall occupy their unit for a length of time greater than 48 hours. This notice shall be submitted in writing to the Board of Directors at least thirty (30) days prior to the arrival date of said guests and shall state the names, addresses and length of stay of said guests.

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ARTICLE XI

Default

In the event an owner of a condominium parcel does not pay any sums,

charges or assessments required to be paid by the Association within thirty (30) days from the due date, the Association, through its Board of Directors or manager, acting in behalf of the Association, may foreclose the lien encumbering the condominium parcel created by the non-payment of the required monies. In said foreclosure action, the Plaintiff shall be entitled to the appointment of a receiver as a matter of strict right to the Association and without reference to the adequacy or inadequacy of the value of the property sought to be foreclosed or the solvency or insolvency of the owner or any party defendant to such suit. To further secure payment of this indebtedness, the condominium parcel owner by virtue of his acceptance of the conveyance of the condominium parcel to him, does hereby sell, assign, transfer and set over unto the Association all of the rents, issues and profits of his condominium parcel, and this assignment shall become operative upon any default being made by said condominium parcel owner hereunder, and shall remain in full force and effect so long as any default continues to exist hereunder, and the Association shall have the right to enter upon the premises and collect the same directly from the occupants.

If the Association becomes the owner of the condominium parcel in question, it shall offer said parcel for sale, and whenever such a sale is consummated, it shall, from the proceeds received from said sale, deduct all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the law suit in question, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the condominium parcel in question, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repair and refurbishing of the condominium unit in question so that it could be sold. All monies remaining after deducting the foregoing items of expenses shall be returned directly to the former owner of the condominium parcel in question.

In the event of violation by the owner of a condominium parcel of any of the provisions of the Declarations of Condominium, Certificate of Incorporation, By-Laws or Rules and Regulations, as are now or hereafter constituted, the Association may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation. Should the Association be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

ARTICLE XII

Amendment

These By-Laws may be amended in the following manner as well as in the manner elsewhere provided:

Section 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.

Section 2. Resolution.

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members. Directors and members not present at the meeting considering the amendment may express their

OFF REC BOOK 8071 PAGE 4153

Section 2. Resolution. (Cont.)

approval in writing. Except as elsewhere provided, such approval must be either by

A. Not less than six (6) Directors and by not less than a majority vote of the members; or

B. Until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

Section 3. Agreement.

In the alternative, an amendment may be made by an agreement executed by all members and mortgagees in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

Section 4. Proviso.

No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses , unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment.

ARTICLE XIII

Arbitration

By virtue of his acceptance of the conveyance of his condominium parcel to him, each member has agreed to submit to arbitration any controversy or dispute arising concerning the construction of any of the By-Laws or any action on the part of the Board of Directors, in accordance with the terms and conditions of the Florida Arbitration Code (now designated as Chapter 682, Florida Statutes), as they may exist at the time such dispute arises.

ARTICLE XIV

Miscellaneous

Section 1.

The definitions of particular words and phrases contained in the Condominium Act (now Chapter 718, Florida Statutes), or in the Declarations of Condominium, shall apply to such words and phrases when used in these By-Laws.

Section 2.

Should any provision of these By-Laws be void or unenforceable in

REC 8021 PAGE 494

Section 2. (Cont.)

law or in equity, the remaining provisions shall nevertheless be and remain in full force and effect.

Section 3.

Any lien or other encumbrance upon or against a condominium unit or parcel in favor of the Association is hereby declared to be, and shall be, subject, subordinate and inferior to the lien of any mortgage encumbering such unit or parcel, where such mortgage is made to a bank, savings and loan association or life insurance company.

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

By: _____
HOWARD M. NEU, PRESIDENT

Attest:

_____
HEDY R. PURA, SECRETARY

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

I HEREBY CERTIFY that on this 3rd day of July, 1978, before me personally appeared HOWARD M. NEU and HEDY R. PURA, President and Secretary, respectively, of PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing By-Laws as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 3rd day of July, 1978.

_____
NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 30, 1979
BONDED THRU INSURANCE BONDING AGENCY

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

REC 8071 PAGE 465

86299008

CERTIFICATE OF AMENDMENT TO
DECLARATIONS OF CONDOMINIUM
PEBBLE SPRINGS CONDOMINIUM "D", INC., A CONDOMINIUM
AND
PEBBLE SPRINGS CONDOMINIUM "C", INC., A CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Pebble Springs Condominium "D", Inc., A Condominium and Pebble Springs Condominium "C", Inc., A Condominium, as described in Book 5894 at Page 386 (Condominium "C") and Book 5944 at Page 381 (Condominium "D") respectively, of the Official Records of Broward County Florida were duly adopted in the manner provided in Article 27 of the Declarations, pursuant to the attached Resolutions, which are incorporated herein by express reference.

IN WITNESS WHEREOF, we have affixed our hands this 28 day of July, 1986, at Sunrise, Broward County, Florida.

By: Ginger Leff, President
Ginger Leff, President

Attest: Lee Gerke
Lee Gerke, Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 28 day of July, 1986, personally appeared Ginger Leff and Lee Gerke, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 16 1987
BONDED THRU GENERAL INSURANCE UND

THIS INSTRUMENT PREPARED BY
ROBERT L. TANKEL, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
6320 North Andrews Avenue
P.O. Box 9057
Ft. Lauderdale, FL 33310

LAW OFFICES
BECKER, POLIAKOFF & STREITFELD, P.A. 6320 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310-9057
TELEPHONE (305) 776-7550

86 NOV 13 AM 11 57

OFF REC 13642 PAGE 798

RESOLUTION ADOPTING AMENDMENT TO DECLARATION OF CONDOMINIUM PEBBLE SPRINGS CONDOMINIUM "D", INC., a Condominium

W I T N E S S E T H

WHEREAS, the Board of Directors of Pebble Springs Condominium Association, Inc., are and have been functioning as the Board of Directors and Association as said term is defined in the Declaration of Condominium of Pebble Springs Condominium "D", Inc., as contemplated in said Declaration; and

WHEREAS, three (3) of the five (5) condominiums located throughout the Pebble Springs community have previously voted to amend their respective Declarations of Condominium to clear up any misunderstanding as the corporate entity responsible for operation of those condominiums; and

WHEREAS, the owner/members of Pebble Springs Condominium "D", Inc., desire to effectuate a similar change and the Board of Directors of Pebble Springs Condominium Association, Inc., desire to do the same.

NOW THEREFORE, be it resolved as follows:

1. The above recitations are true and correct.

2. The Board of Directors of Pebble Springs Condominium Association, Inc., hereby consents to the amendments attached hereto as Exhibit "A" as true and correct amendments to the Declaration of Condominium of Pebble Springs Condominium "D", Inc., a Condominium.

By execution hereof, the unit owner/members of Pebble Springs Condominium "D", Inc., hereby agree to such change.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as shown below.

REC 13642 PAGE 799

Approval of Pebble Springs Condominium Association, Inc. by its Board of Directors was approved at a meeting of the Board held 6/11/86 by a vote of 6 to 0.

WITNESSES:

Director

Director

Director

Director

IN WITNESS whereof, the following unit owners/members of Pebbles Springs Condominium "D", Inc., hereby consent to the amendments attached hereto as Exhibit "A".

WITNESSES:

Member

Member

Member

Member

3642 800

EXHIBIT "A"

Proposed Amendments to Declaration of Condominium of Pebble Springs Condominium "D", a Condominium.

Additions and Deletions.

1. Definitions Section.

Association: Association or Corporation means the entity responsible for the operation of this condominium which entity is Pebble Springs Condominium Association, Inc. ~~Pebble Springs Condominium "D", Inc.~~

. . . .

K) The name of the Association is Pebble Springs Condominium Association, Inc., ~~PEBBLE SPRING CONDOMINIUM "D", INC.~~

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

REC 13642 PAGE 801

THIS INSTRUMENT PREPARED BY
ROBERT L. TANKEL, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
7450 North Andrews Avenue
P.O. Box 9057
Fort Lauderdale, Fla. 33310

RETURN TO:
BECKER, POLIAKOFF & STREITFELD, P.A.
6620 N. ANDREWS AVE. P.O. BOX 9057
FT. LAUDERDALE, FLA. 33310

86299009

CERTIFICATE OF AMENDMENT TO
DECLARATIONS OF CONDOMINIUM
PEBBLE SPRINGS CONDOMINIUM "D", INC., A CONDOMINIUM
AND
PEBBLE SPRINGS CONDOMINIUM "C", INC., A CONDOMINIUM

'86 AUG 13 AM 11:57

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Pebble Springs Condominium "D", Inc., A Condominium and Pebble Springs Condominium "C", Inc., A Condominium, as described in Book 5894 at Page 386 (Condominium "C") and Book 5944 at Page 381 (Condominium "D") respectively, of the Official Records of Broward County Florida were duly adopted in the manner provided in Article 27 of the Declarations, pursuant to the attached Resolutions, which are incorporated herein by express reference.

IN WITNESS WHEREOF, we have affixed our hands this 28 day of July, 1986, at Sunrise, Broward County, Florida.

By: Ginger Leff, President
Ginger Leff, President

Attest: Lee Gerke
Lee Gerke, Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 28 day of July, 1986 personally appeared Ginger Leff and Lee Gerke, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 16 1987
BONDED THRU GENERAL INSURANCE UND.

OFF. REC. 13642 PAGE 802

THIS INSTRUMENT PREPARED BY
ROBERT L. TANKEL, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
4500 North Andrews Avenue
P.O. Box 9057
Ft. Lauderdale, FL 33304

LAW OFFICES
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TELEPHONE (305) 776-7550

17

RESOLUTION ADOPTING AMENDMENT TO DECLARATION OF CONDOMINIUM
PEBBLE SPRINGS CONDOMINIUM "C", INC., a Condominium

W I T N E S S E T H

WHEREAS, the Board of Directors of Pebble Springs Condominium Association, Inc., are and have been functioning as the Board of Directors and Association as said term is defined in the Declaration of Condominium of Pebble Springs Condominium "C", Inc., as contemplated in said Declaration; and

WHEREAS, three (3) of the five (5) condominiums located throughout the Pebble Springs community have previously voted to amend their respective Declarations of Condominium to clear up any misunderstanding as the corporate entity responsible for operation of those condominiums; and

WHEREAS, the owner/members of Pebble Springs Condominium "C", Inc., desire to effectuate a similar change and the Board of Directors of Pebble Springs Condominium Association, Inc., desire to do the same.

NOW THEREFORE, be it resolved as follows:

1. The above recitations are true and correct.

2. The Board of Directors of Pebble Springs Condominium Association, Inc., hereby consents to the amendments attached hereto as Exhibit "A" as true and correct amendments to the Declaration of Condominium of Pebble Springs Condominium "C", Inc., a Condominium.

By execution hereof, the unit owner/members of Pebble Springs Condominium "C", Inc., hereby agree to such change.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as shown below.

REC 3642 PAGE 803

Approval of Pebble Springs Condominium Association, Inc. by its Board of Directors was approved at a meeting of the Board held 6/4/86 by a vote of 6 to 0.

WITNESSES:

Director

Director

Director

Director

IN WITNESS whereof, the following unit owners/members of Pebbles Springs Condominium "C", Inc., hereby consent to the amendments attached hereto as Exhibit "A".

WITNESSES:

Member

Member

Member

Member

OFF. REC. 13642 PAGE 804

EXHIBIT "A"

Proposed Amendments to Declaration of Condominium of Pebble Springs Condominium "C", a Condominium.

Additions and Deletions.

1. Definitions Section.

Association: Association or Corporation means the entity responsible for the operation of this condominium which entity is Pebble Springs Condominium Association, Inc. ~~Pebble Springs Condominium "C", Inc.~~

. . . .

K) The name of the Association is Pebble Springs Condominium Association, Inc., ~~PEBBLE SPRING CONDOMINIUM "C", INC.~~

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

REC 13642 PAGE 805

THIS INSTRUMENT PREPARED BY
ROBERT L. TANKEL, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
6520 North Andrews Avenue
P.O. Box 9057
Ft. Lauderdale, FL 33310

RETURN TO:
BECKER, POLIAKOFF & STREITFELD, P.A.
6520 N. ANDREWS AVE. P.O. BOX 9057
FT. LAUDERDALE, FLA. 33310

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
PEBBLE SPRINGS "C" CONDOMINIUM ASSOCIATION, INC.

88031104

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Pebble Springs "C", a Condominium, as described in Book 5894 at Page 386 of the Official Records of Broward County, Florida were duly adopted in the manner provided in Article XXVII of the Declaration of Condominium at a meeting held of the membership of Pebble Springs "C" December 16, 1987.

IN WITNESS WHEREOF, we have affixed our hands this 11th day of January, 1988 at City of Sunrise, Broward County, Florida.

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

On this 11th day of January, 1988, personally appeared _____ and _____, and acknowledged that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

_____
Notary Public

My Commission Expires:

BK15119PG281

AMENDMENTS TO
THE DECLARATION OF CONDOMINIUM OF
PEBBLE SPRINGS CONDOMINIUM "C" INC.

(additions indicated by underlining, deletions by"----",
and unaffected language by . . .)

1. 11. Each unit is hereby restricted to residential use by the owner thereof, his immediate family, guests and invitees. No person under the age of thirteen (13) years of age shall be permitted to reside in any unit for more than thirty (30) days in any twelve-month period. No owner of any unit shall permit use of the same for transient, hotel or commercial purposes.

25. In order to maintain and promote the congenial and cooperative character of the group of unit owners and to protect and sustain the value of this condominium and the units thereof, no unit may be disposed of except in accordance with the following provisions, with which all unit owners (other than the Developer) do hereby covenant and agree to abide and which shall be binding upon their successors and assigns:

2. i. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner. No unit owner may sell his or her unit to a corporation.

3. ii. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit Owner. The owner may not lease his or her unit during the first two (2) years of ownership. Leases must be for a minimum of one (1) year and no owner may lease his or her unit more than once in any twelve (12) month period.

. . .

4. 3. Approval of corporate owner or purchaser.

Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, ~~if the unit owner or purchaser of a unit is a corporation,~~ the approval of ownership by the corporation ~~may be conditioned by requiring that all persons occupying the unit be also approved by the Association.~~ will be denied.

5. 36. Compliance and default.

. . .

iv. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or its guests, relatives or lessees, in the manner provided herein.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining where there is probable cause that any of the provisions of the Declaration of Condominium: the Articles of Incorporation these By-Laws, and the rules and regulations of the Association, regarding the use of units, common elements, or Association property, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report

BK15141PG 282

same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty ($50.00) Dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the unit owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(d) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association's documents: including but not limited to legal action for damages or injunctive relief.

BK15141PG 283

LAW OFFICES

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

88031107

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws of Pebble Springs Condominium Association, Inc. as described in Book 8071 at Page 451 of the Official Records of Broward County, Florida, were duly adopted in the manner provided in Article XII of the By-Laws at a meeting of the membership of Pebble Springs held December 16, 1987.

IN WITNESS WHEREOF, we have affixed our hands this 11th day of January, 1988, at the City of Sunrise, Broward County, Florida.

By: Ginger Zeff
President

Attest: Fee Geske
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 11th day of January, 1988, personally appeared Ginger Zeff and Fee Geske, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Ellen J. Mascot
Notary Public

My Commission Expires:

BK15141PG290

LAW OFFICES

AMENDMENTS TO
THE BY-LAWS OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

(additions indicated by underlining, deletions by"----",
and unaffected language by . . .)

ARTICLE IX

Leasing and Sub-Leasing

1. A. The primary object of the corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a metter of discretionary decision by the Board of Directors, and every lease, lease renewal or sublease of a condominium unit is subject to the approval of the Board of Directors as set forth in the Declaration of Condominium. The Board of Directors shall have the right to require that a uniform form of lease shall be used and for a minimum term of not less than <u>one (1) year</u> ~~six (6) months~~ and only <u>one (1)</u> ~~two (2)~~ leases within a twelve (12) month period shall be allowed for any one individual unit.

2. C. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the use, lease or sub-lease of a unit by a corporation shall be <u>prohibited.</u> ~~conditioned by requiring that all persons occupying the unit be approved by the Board of Directors, prior to occupancy. Prior written notice of such intended use of a unit by any corporation shall be submitted to the Board of Directors in accordance with the provisions of these By-Laws.~~

3. ARTICLE XI

Default

. . .

In the event of violation by the owner of a condominium parcel of any of the provisions of the Declarations of Condominium, Certificate of Incorporation, By-Laws or Rules and Regulations, as are now or hereafter constituted, the Association may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation <u>or fine the unit owner pursuant to the Declaration of Condominium(s).</u> Should the Association be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

BK1511PG1291

97-159787 T#001
03-28-97 04:31PM

Prepared by:
Kaye & Roger, P.A.
6261 N.W. 6th Way, Suite 103
Fort Lauderdale, FL 33309

CERTIFICATE OF AMENDMENT
DECLARATIONS OF CONDOMINIUM AND BY LAWS
OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws, an exhibit to the Declarations of Condominium of Pebble Springs Condominium "A", "B", "C", "D" and "E" and the Declarations, as follows:

Declaration	O.R. Book	Page
Pebble Springs Condominium "A", Inc.	4942	16
Pebble Springs Condominium "B", Inc.	5941	868
Pebble Springs Condominium "C", Inc.	5894	386
Pebble Springs Condominium "D", Inc.	5944	381
Pebble Springs Condominium "E", Inc.	5944	433

of the Public Records of Broward County, Florida were duly adopted in accordance with the documents.

IN WITNESS WHEREOF, we have affixed our hands this 21st day of February, 1997, at 4960 NW 80 Ave, Sunrise FL, Broward County, Florida.

By: Micki Grabin, Pres
Print: MICKI GRABIN
Attest: Geraldine M. Wayne
Print: GERALDINE M. WAYNE

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 21 day of February, 1997, by Micki Grabin as President and Geraldine M. Wayne as Secretary of Pebble Springs Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:
sign _____
print BRIAN HALFHIDE
State of Florida at Large

My Commission Expires:

BRIAN J HALFHIDE
Notary Public State of Florida
My Comm. Exp. 10/20/00
Comm#: CC594433

OR 26126 0614

3-17-97

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF
PEBBLE SPRINGS CONDOMINIUM "A", "B", "C", "D" and "E"
AND TO THE BY-LAWS OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . .")

TO THE DECLARATION

25. In order to maintain and promote the congenial and cooperative character of the group of unit owners and to protect and sustain the value of this condominium and the units thereof, no unit may be disposed of with which will unit owners (other than the Developer) do hereby covenant and agree to abide and which shall be binding upon their successors and assigns:

. . .

ii. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit Owner. The owner may not lease his or her unit during the first two (2) years of ownership. Leases must be for a minimum of one (1) year and no owner may lease his or her unit more than once in any twelve (12) month period. Notwithstanding anything to the contrary contained herein, no more than 10% of the units of the Condominium may be leased at any one time. The Board of Directors shall from time to time establish procedures to determine eligibility for rental among the unit owners wishing to do so. Notwithstanding anything to the contrary contained herein, no Owner may sell or otherwise convey any interest in a unit until title has been held for a period of twelve (12) months.

. . .

26. Compliance and default.

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

. . .

ii. Costs and attorneys' fees.

In any proceeding arising because of alleged failure of

BK2621PG0615

a unit owner to comply with the terms and the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court. In the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules of the Association, and the owner of the unit complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorneys fees so incurred from the owner of the unit, regardless of whether litigation is necessary for the enforcement. The costs and attorneys fees so incurred shall be deemed to be a special assessment against the unit and shall be collectible in the same fashion as any other assessment as provided in Article 24 hereunder.

. . .

TO THE BY-LAWS

ARTICLE II
Directors

. . .

Section 5. Powers.

Property and business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of these condominiums as are not by statute or by the Certificate of Incorporation, the Declarations of Condominium, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to the following:

. . .

k) To charge a transfer fee to offset the expenses related to reviewing applications for the sale and/or leasing of units in an amount not to exceed the highest amount allowable under the law, as it may be amended from time to time.

. . .

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

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74-204440

D E C L A R A T I O N

OF

C O N D O M I N I U M

OF

PEBBLE SPRINGS CONDOMINIUM "D", INC.

A CONDOMINIUM

LOCATED AT N. W. 88th Avenue, North of
Oakland Park Boulevard, CITY OF SUNRISE,
BROWARD COUNTY,
FLORIDA

74 SEP 25 AM 10:51

OFF. REC. 3514 PAGE 381

DEFINITIONS

As used in this Declaration of Condominium, unless the context otherwise requires, the following definitions shall prevail:

Assessments: Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

Association: Association or Corporation means the entity responsible for the operation of this condominium, which entity is PEBBLE SPRINGS CONDOMINIUM "D", INC.

By-Laws: By-Laws means the by-laws of said corporation as they exist from time to time.

Common Elements: Common Elements means the elements not being parts of the units, for which the unit owners are liable to the Association, as further defined on Page 5 of the Declaration.

Common Expenses: Common Expenses means the expenses for which the unit owners are liable to the Association.

Common Surplus: Common Surplus means the excess of all receipts of the Association, including, but not limited to assessments, rent, profits and revenues on account of the common elements, over the amount of common expenses.

Condominium Parcel: Condominium Parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

Condominium Property: Condominium Property means the land hereinafter submitted to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

This Instrument Was Prepared By:
RICHARD J. HAYS
606 Ainsley Building
Miami, Florida 33132

Limited Common Elements: Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

Condominium Unit: Condominium unit means a part of the condominium property which is to be subject to private ownership.

Unit Owner or Parcel Owner: Unit owner or parcel owner means the owner of a condominium parcel.

WHEREAS, SPRING-MANK VENTURE, a joint venture of Sidney Mank Enterprises, Inc., and MGIC-Janis Properties, Inc., hereinafter referred to as the "Developer" owns certain real property herein described; and

WHEREAS, said Developer has improved or will improve the property hereinafter described by constructing thereon one (1) multi-family structure containing a total number of eight (8) apartments or units, which structures have been or will be constructed substantially in accordance with the plans and specifications prepared by JAMES K. LEE, Architect, Fort Lauderdale, Florida, filed with the Building Department of the City of Sunrise, Florida;

(See legal description attached as Exhibit 2)

NOW, THEREFORE, the Developer does, pursuant to the provisions of the Condominium Act, being Chapter 711, Florida Statutes, hereby make this Declaration as to the following matters:

(A) The Developer does hereby submit the above described property and improvements thereon to condominium ownership.

(B) The name by which this condominium is to be identified is:

PEBBLE SPRINGS CONDOMINIUM "D", INC.

a condominium.

(C) The legal description of the land included in this condominium is set forth above.

(D) Each condominium unit is identified by a different number, so that no unit bears the same designation as any other unit, such designated numbers being shown on such units as contained in the exhibits attached hereto.

OFF. REC. 5011 PAGE 382

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 606 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

PAGE 382

(E) Attached hereto, made a part hereof, and marked Exhibit No. 2, is a survey of the land and a graphic description of the improvements in which units are located, and a plot plan thereof which, together with this Declaration, identify the common elements, the limited common elements each unit and their relative locations and approximate dimensions.

(F) The undivided shares, stated in percentages, in the common elements which are appurtenant to each of the units are as follows:

BUILDING NO.	APT. NO.	UNIT SHARE
4	1A	13.111
4	1B	11.889
4	1C	11.889
4	1D	13.111
4	2A	13.111
4	2B	11.889
4	2C	11.889
4	2D	13.111

(G) The proportions or percentages and manner of sharing common expenses and owning common surplus are as follows: Each unit owner shall bear and be responsible for such portion of the common expenses as is equal to the percentage of his unit's share of the common elements hereinabove set forth in paragraph (F); and, similarly, each unit owner shall own an undivided interest in the common surplus equal to the aforesaid respective percentage in the common elements.

OFF REC 5944 PAGE 383

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 606 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

(H) Voting rights of owners of units are set forth in the By-Laws of the Association.

(I) The method of amendment of this Declaration is set forth hereinafter in this Declaration; provided, however, that notwithstanding said method of amendment of this Declaration, the Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units so long as the Developer owns the units so altered, and if more than one unit is involved in any such change made by the Developer, then the Developer shall apportion between or among each unit the respective shares of the common elements which are appurtenant to such units, and any amendment of this Declaration reflecting such changes by the Developer need be signed and acknowledged only by the Developer and need not be signed or approved by the Association, unit owners, lienors or mortgagees of the units or of the condominium. If any unit which will be affected by the foregoing reservation of the Developer to make changes thereto is encumbered by a mortgage, then no such change shall be made to such unit without the prior written consent of the mortgagee.

(J) The By-Laws are those of the Association, a copy of which is attached hereto and made a part hereof.

(K) The name of the Association is PEBBLE SPRINGS CONDOMINIUM "D", INC.

(L) Additional provisions of this Declaration are as follows:

1. Each of the units shall constitute a separate freehold estate consisting of the area or space contained within the following boundaries:

i. Horizontal Boundaries.

The upper and lower boundaries of the units shall be:

Upper Boundary - The plane of the undersurface of the P.S.I. concrete roof beams.

Lower Boundary - The plane of the undersurface of the floor slab.

ii. Vertical Boundaries.

The vertical boundaries of the units shall be:

OFF. REC. 5044 PAGE 384

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6813

Exterior Building Walls - The exterior of the outside walls of the building bounding a unit and where there is attached to the building a loggia, terrace, canopy or other portion of the building serving only the unit being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereof.

Interior Building Walls - The center line of the wall bounding a unit.

2. The common elements shall include all of the property hereinabove described other than the condominium units and shall also include, without limitation, all portions of the multi-family building lying outside of the boundaries of the units, and all conduits, pipes, ducts, plumbing, wiring and other facilities, and if any of the same shall pass through a unit or units, then such common elements shall also include easements through such units for maintenance, repair and replacement thereof; provided, however, that all of the foregoing constituting the common elements is expressly limited to those elements common to or serving more than one unit, so that the common elements do not include conduits, pipes, ducts, plumbing, wiring, air conditioning equipment or any other facilities which service or apply to only one unit although located in the common elements.

3. Limited common elements shall mean and include those portions of the common elements consisting of the designated automobile parking spaces and driveways, as shown on the exhibits attached hereto.

4. From and after the time that the Developer shall cease to own any of the units in this condominium the respective undivided shares of the common elements assigned to the unit owners in this Declaration, as it may be amended pursuant to the terms hereof, shall not be changed except with the unanimous consent of all unit owners and mortgagess.

5. No unit may be divided or subdivided into a smaller unit than as shown on Exhibit 2 attached hereto, nor shall any portion thereof be added to or incorporated into any other unit. The undivided interest in the common elements declared to be an appurtenance to each unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from said unit, and the undivided interest in common elements appurtenant to each unit, shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such unit. Any instrument conveying, devising, encumbering or otherwise dealing with any unit which describes said unit by the unit number assigned thereto in Exhibit 2 without limitation or exception, shall be deemed and construed to affect the entire unit and its appurtenant undivided interest in the common

OFF. REC. 5344 PAGE 385

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 600 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

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elements. Nothing herein contained shall be construed as limiting or preventing ownership of any unit and its appurtenant undivided interest in the common elements by more than one person or entity.

6. The common elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of units in this condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended subject, however, to rules and regulations established by the Association.

7. If any unit shall encroach upon any common element for any reason not caused by the purposeful or negligent act or omission of the unit owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment for so long as such encroachment shall naturally exist; and if any portions of the common elements shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the common elements into such unit for so long as such encroachment shall naturally exist.

8. The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

9. The owner of each unit shall have an exclusive easement for the use of the air space occupied by said unit as it exists at any particular time and as said unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

10. The Association shall administer, operate and manage this condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation and the By-Laws of said corportation. A true copy of the Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as Exhibits 1 and 2 respectively. The owner of each unit shall automatically become a member of the Association upon his acquisition of an ownership interest in title to any unit and its appurtenant undivided interest in common elements and limited common elements, and the membership of such owner shall terminate automatically upon his being divested of such ownership interest in the title to such unit, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any unit shall be entitled, by

OFF. REC. 5514 PAGE 386

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 606 AINSLEY BUILDING, MIAMI, FLORIDA 33138 PHONE 371-6513

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virtue of such lien, mortgage or other encumbrance, to membership in the Association, or to any of the rights or privileges of such membership. In the administration, operation and management of this condominium, said Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the units, common elements and limited common elements as the Board of Directors of the Association may deem to be in the best interests of this condominium. The owner (whether consisting of one or more persons or entities) of each unit shall be entitled to one vote at any meeting or in any other action of the Association, as more fully set forth in its By-Laws.

11. Each unit is hereby restricted to residential use by the owner thereof, his immediate family, guests and invitees. No owner of any unit shall permit use of the same for transient, hotel or commercial purposes.

12. Every owner of a condominium parcel does hereby agree that he shall accept membership in the Association and does hereby agree to be bound by the By-Laws, including Rules and Regulations of the Association, the Certificate of Incorporation of the Corporation, and this Declaration, and to pay the assessments the Association requires to be paid; it being understood and agreed that the owner's agreement to accept membership in the Association and to be bound by said By-Laws, Rules and Regulations, Certificate of Incorporation and this Declaration, and to pay assessments was part of the consideration for the sale by the Developer of the particular condominium parcel and for each succeeding transfer thereof.

13. No immoral, improper, offensive or unlawful use shall be made of any unit or of the common elements, or of the limited common elements, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of this condominium shall be observed. No owner of any unit shall permit or suffer anything to be done or kept in his unit, or on the common elements or on the limited common elements, which will increase the rate of insurance on the condominium, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a unit, or which interferes with the peaceful possession and proper use of any other unit, or the common elements, or the limited common elements.

OFF. REC. 5944 PAGE 387

14. In case of any emergency originating in or threatening any unit, regardless of whether the owner is present at

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG. 600 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

PAGE 387

the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under the control of the Association a key to his unit.

15. Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration or repair to any portion of the common elements, or to go upon any limited common elements for such purpose, the owner of each unit shall permit the duly authorized agent of the Association to enter such unit, or to go upon the limited common elements constituting an appurtenance to any such unit, for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

16. No owner of a unit shall permit to be made any structural modification or alteration in his unit without first obtaining the written consent of the Association. No owner shall cause any improvements or changes to be made to the exterior of the building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the building, or in any manner change the appearance of any portion of the building not within the boundaries of his unit, without the written consent of the Association being first had and obtained.

17. The Association shall have the right to make or cause to be made such alterations or improvements to the common elements which do not prejudice the rights of the owner of any unit, provided the making of such alterations and improvements are approved by the Board of Directors of the Association. The cost of such alterations or improvements shall be assessed as common expenses to be assessed and collected from all of the owners of units. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a unit or units requesting same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the unit or units exclusively or substantially exclusively benefitted, and the assessment shall be levied in such proportion as may be determined by the Board of Directors of the Association.

18. The owner, at his expense, shall maintain and keep in repair the interior of his unit, including the fixtures thereof and the conduits, pipes, ducts, plumbing,

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wiring, air conditioning equipment and any other facilities which service or apply to his unit although located in the common elements. The owner of each unit must promptly correct any condition within his unit (or in the common elements if the condition requiring correction is one which the owner is obligated to repair) which, if left uncorrected, would adversely affect the apartment building or any part thereof belonging to another unit owner. If the building or any other unit owner should sustain damages because of another owner's failure to correct a condition the correction of which is his responsibility, such defaulting owner shall be liable and responsible for the damages and liability which his action or non-action occasioned.

19. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the common elements and limited common elements, including those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements and the limited common elements for the furnishing of utility services to the units and the common elements and limited common elements, but such responsibility of the Association for maintenance, repair and replacement shall not extend to any conduits, pipes, ducts, plumbing, wiring, air conditioning equipment or other facilities which service or apply to an individual unit although located in the common elements. Should any incidental damage be caused to any unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any common element or limited common element, the Association shall, at its expense, repair such incidental damage. Notwithstanding the foregoing duty of the Association for maintenance, repair and replacement, the Association shall not be liable (other than for the cost of maintenance, repair and replacement) for any injury or damage caused by the elements or other casualty or by any latest condition of the property to be maintained by the Association.

20. Upon his acquiring ownership of a unit, the unit owner shall have the exclusive right to use the parking space designated with the same number as that of his unit, and such exclusive right shall be an appurtenance to said unit.

The aforesaid limited common elements consisting of the aforesaid exclusive right to use a designated parking space and the aforesaid right to use the same shall not be conveyed or encumbered voluntarily or involuntarily, separately from the unit or units to which they are appurtenant. Any conveyance or transfer of, or mortgage or other lien against, a unit shall include the right of the owner of such unit to use the limited common elements, as hereinabove set forth, in the same manner as the respective undivided share of common elements appurtenant to such unit is included.

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21. Risk of loss of or damage to any personal property (other than personal property constituting a portion of the common elements) owned by or in the possession of the owner of a unit which may be in any unit or in or upon common elements or limited common elements shall be borne by such unit owner. The owner of a unit shall have no personal liability for any damages caused by the Association or in connection with the use of the common elements or limited common elements. The owner of a unit shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within his house.

22. The insurance to be carried on the condominium property shall be governed by the following provisions:

i. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and provisions may be made for the issuance of certificates of mortgagee endorsements for the mortgagees and unit owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses.

ii. The coverage for such insurance policies to be carried by the Association shall be as follows:

(1) Casualty insurance covering all of the units, common elements and limited common elements in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, such coverage to afford protection against (a) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and (b) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to those in this condominium, including but not limited to vandalism, malicious mischief, windstorm and war risk insurance, if available;

(2) Public liability and property damage insurance in such amounts and in such form as shall be required by the Association to protect the Association and the owners of all units.

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(3) Workmen's Compensation insurance to meet the requirements of law;

(4) Such other insurance coverage as the Board of Directors of the Association may determine from time to time to be in the best interests of the Association and the owners of all of the units.

iii. Insurance premiums paid by the Association shall be a common expense, as shall be any other fees and expenses incurred by the Association in connection with carrying out these insurance provisions.

iv. The insurance coverage shall be placed with a company or companies authorized to do business in Florida which shall meet the requirements of all mortgagees in interest.

v. All insurance policies purchased by the Association shall be for the benefit of the Association and for the unit owners and mortgagees as their interest may appear, and shall provide that all proceeds coming from property losses shall be paid to the CITY BANK OF LAUDERHILL, Lauderhill, Florida, as Trustee, or to any other bank in Broward County, Florida, with trust powers as may be approved by the Board of Directors of the Association, such trustee being referred to herein as 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 duties 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 unit owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee:

(1) Common elements.

Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share of the common elements appurtenant to his unit.

(2) Units

Proceeds on account of damage to units shall be held in the following undivided shares:

a. If the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit

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owner, which cost shall be determined by the Association.

b. When the building is not to be restored - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(3) Mortgagees.
If a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or contest the determination as to whether the property shall be reconstructed or repaired.

vi. The insurance proceeds received by the Insurance Trustee shall be distributed for the benefit of the beneficial owners in the following manner:

(1) Expenses of the trust.
All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(2) Reconstruction or repair.
If the damage for which the proceeds have been paid is to be repaired or the property reconstructed, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(3) Failure to reconstruct or repair.
If it is determined in a manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired or the property reconstructed, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(4) Certificate.
In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon the certificate of the Association as to the names of the unit owners and their respective shares of the distribution.

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(5) Insurance proceeds which are paid for loss of or damage to personal property belonging to the Association shall be paid by the Insurance Trustee to the Association. The balance remaining after the Association shall have replaced or repaired such lost or damaged personal property or the entire such proceeds if the Association shall determine not to repair or replace such personal property shall be paid to the owners of all units and their respective mortgagees in the same manner as hereinabove provided in subparagraphs (2) and (3) of this paragraph.

vii. Association agent. The Association is hereby irrevocably appointed Agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium unit, to adjust all claims arising from any insurance policy purchased by the Association and to execute and deliver releases upon the payment of claims.

23. i. If any part of the condominium property shall be damaged by casualty, it shall be repaired or reconstructed unless it is determined, as elsewhere provided, within thirty (30) days after the casualty, that the condominium shall be terminated. The Insurance Trustee may rely on a certificate of the Association to determine whether the damaged property is to be repaired or reconstructed.

ii. The damaged portions of the condominium property shall be repaired or reconstructed substantially in accordance with the original plans and specifications applicable to such damaged portions.

iii. If the damage is only to those parts of one unit or items in common elements for which the responsibility for maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair shall be that of the Association.

iv. The Board of Directors of the Association shall obtain reliable and detailed estimates of the cost of repair and reconstruction. Such estimates shall be used to determine, in the first instance, the amount required to be placed in the construction fund.

v. If the proceeds of insurance are not sufficient to pay for the cost of reconstruction or repair by the Association, or if at any time during reconstruction or repair, or upon completion of reconstruction or repair, the funds for the payment of the cost thereof shall be insufficient, assessments shall be made against the unit owner who owns the damaged unit or is responsible for repair of damaged items in common elements

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and against all unit owners in the case of damage to common elements in sufficient amount to provide funds for the payment of such costs. Such assessments against unit owners individually shall be in proportion to the cost of reconstruction and repair of their respective units and the respective items in common elements for which they are individually responsible. Such assessments on account of damages to common elements shall be in proportion to the unit owner's share in the common elements. The sums paid on such assessments shall be paid by the Association to the Insurance Trustee.

vi. The funds for payment of costs of reconstruction and repair (sometimes referred to herein as "the construction fund") shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, and shall be disbursed for the payment of such costs in the following manner:

a. A portion of the insurance proceeds representing damage for which the responsibility for reconstruction and repair lies with the unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement to such unit, then to the unit owner and the mortgagee jointly, who may use said proceeds as they may be advised.

b. With respect to the damage for which the responsibility for reconstruction and repair lies with the Association, the construction fund shall be disbursed in the manner required by the Board of Directors of the Association, upon the approval of an officer or agent of the Association or upon the approval of an architect practicing in Broward County, Florida, or both.

c. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair are from insurance proceeds. If there is a balance in the construction fund after payment of all costs of 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 the 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.

d. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether the disbursements from the construction fund are to be upon the order of the

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Association or upon the 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 unit owners. Instead the Insurance Trustee may rely upon the certificate of the Association made by its president and secretary as to any or all of such matters, 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; 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 fund requires the approval of an architect named by the Association, such approval shall be first obtained by the Association.

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

i. Common expenses shall include the expenses of the operation, maintenance, repair and reconstruction or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as common expense by this Declaration, the By-Laws or by the Condominium Act, Chapter 711, Florida Statutes.

ii. Funds for the payment of common expenses shall be assessed against unit owners, and the common surplus shall be owned by unit owners, in the same respective proportions as the undivided shares in the common elements appurtenant to the respective units, as hereinabove set forth.

iii. A unit owner, regardless of how title is acquired, including without limitation the purchaser at a judicial sale (other than a first mortgage foreclosure sale) shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

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iv. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest or late charges, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid, together with late charge of five ($5.00) dollars per month. All payments on account of past due assessments shall be first applied to interest, then to late charges and then to the assessment payment first due.

v. The Association is hereby given and granted a lien against the condominium parcel for unpaid assessments levied by the Association against the owner of such parcel. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such lien shall also secure interest and late charges on unpaid assessments or installments thereof, as herein set forth. A lien shall commence from the date of recordation in the Public Records of Broward County, Florida.

vi. In any foreclosure of a lien for assessments, the owner of a unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

vii. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessments are made.

viii. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid in the condominium parcel at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

ix. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the condominium parcel as a result of foreclosure the first mortgage (or by deed in lieu of foreclosure), such acquirer of title, his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of

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such parcel which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns.

x. The owner, mortgagee or other lienor of a unit shall have the right to require from the Association a certificate showing the amount of unpaid assessments with respect to that condominium parcel. Any person other than the owner who relies upon such Certificate shall be protected thereby.

25. In order to maintain and promote the congenial and cooperative character of the group of unit owners and to protect and sustain the value of this condominium and the units thereof, no unit may be disposed of except in accordance with the following provisions, with which all unit owners (other than the Developer) do hereby covenant and agree to abide and which shall be binding upon their successors and assigns:

i. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner.

ii. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit owner.

iii. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

iv. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

v. If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

vi. The approval of the Association which is required for the transfer or ownership of units shall be obtained in the following manner:

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(1) Notice to Association:

a. Sale.

A unit owner intending to make a bona fide sale of his unit 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 unit owner's option may include a demand by the unit 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.

b. Lease.

A unit owner intending to make a bona fide lease of his unit or any interest therein 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 lessee as the Association may reasonably require, and an executed copy of the proposed lease.

c. Gift; devise or inheritance; other transfers.

A unit 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 unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

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d. 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 a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership,

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the Association shall proceed as if it had received the required notice on the date of such disapproval.

(2) Certificate of approval.

a. 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 of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida.

b. Lease.

If the proposed transaction is a lease, 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 of the Association in recordable form and shall be delivered to the lessee.

c. Gift; devise or inheritance; other transfers.

If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the unit owner and shall be recorded in the Public Records of Broward County, Florida.

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3. Approval of corporate owner or purchaser.

Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, if the unit owner or purchaser of a unit is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the unit be also approved by the Association.

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vii. Disapproval by Association.

If the Association shall disapprove a transfer or ownership of a unit, the matter shall be disposed of in the following manner:

(1) Sale.

If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase by the Association or by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit under the following terms:

i. 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 unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

ii. The purchase price shall be paid in cash.

iii. The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

iv. If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

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(2) Lease.

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

(3) Gifts, devise or inheritance; other transfers.

If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase by the Association or a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) 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 unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price shall be paid in cash.

c. The sale shall be closed within ten (10) days following the determination of the sale price.

d. 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.

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viii. Mortgage.

No unit owner may mortgage his unit nor any interest therein without the approval of the Association except to a bank, life insurance company or a federal savings and loan association; and, any such mortgage made to any such institution shall secure an indebtedness in an amount not to exceed ninety (90%) per cent of the

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fair market value of the unit at the time of the execution of such mortgage, except that such indebtedness limitation shall not apply to the mortgage obtained by the unit owner in connection with and as part of the original sale of the unit by the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

ix. Exceptions.

The foregoing provisions of this Section 25 shall not apply to a transfer to or 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 unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title 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 acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit 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.

x. 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.

xi. Notice of lien or suit.

a. Notice of lien.

A unit owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special
q assessments within five (5) days after the attaching of such lien.

b. Notice of suit.

A unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner received knowledge thereof.

c. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

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26. Compliance and default.

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

i. Negligence.

A unit 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. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements.

ii. Costs and attorneys' fees.

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

iii. No waiver of rights.

The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

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27. Amendments.

This Declaration of Condominium and the By-Laws of the Association may be amended in the following manner as well as in the manner elsewhere provided:

i. Notice.

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amend-

ment is considered.

ii. Resolution.

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 at the meetings considering the amendment may express their approval in writing. Except as elsewhere provided, such approval must be either by

a. not less than four (4) Directors and by not less than five (5) votes of the members of the Association; or

b. until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

iii. Proviso.

No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration 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 units in the condominium shall join in the execution of the amendment.

iv. 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 formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Broward County, Florida.

OFF. REC. 5914 PAGE 404

28. Termination.

The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

PAGE 404

i. Agreement.

The condominium may be terminated at any time by the approval in writing of all of the record owners of the condominium, by all record owners of mortgages upon units therein owned by a bank, life insurance company or federal savings and loan association. 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 seventy-five (75%) per cent of the common elements, and of the record owners of all mortgages upon units in the condominium owned by a bank, life insurance company or a federal savings and loan association, are obtained 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 units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

a. Exercise of option.

The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased of an agreement to purchase signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall agree to purchase all of the units owned by the owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

b. Price.

The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) 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 units, and a judgment of specific performance of the sale

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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 sale price.

ii. Certificate.

The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

iii. Shares of Owners after termination.

After termination of the condominium, the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

iv. Amendment.

This section concerning termination cannot be amended without consent of all unit owners, of all owners of mortgages required to approve termination by agreement.

OFF. REC. 5944 PAGE 406

29. Until the Developer has sold all of the units in this condominium, it reserves the right to rent any one or more units without restriction. Until the Developer has sold all of the units in this condominium and all of the remainder of the property in the entire subdivision known as Parcel 2, Tract 17, SPRINGREE SUB., the Developer reserves the right to use one or more units in this condominium as model units or model apartments, to use one or more units in this condominium as a sales office, and to use such reasonable area either within or outside of a building in this condominium for the purpose of sales and promotion, the erection and maintenance of signs or other

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

PAGE 406

promotional visual materials and for the storing of same. The Developer shall be responsible for its share of common expenses attributable to the unit or units owned by the Developer.

30. Despite anything to the contrary contained herein, until one year from date hereof, whenever and each time that the Association shall have the right to purchase a unit or to supply a purchaser of a unit, the Association shall first offer such unit to the Developer for purchase upon the same terms and conditions as the proposed purchase under consideration, such offer shall be made to the Developer in writing, and the Developer shall have a period of five (5) days from receipt of such offer within which to accept or decline. If the Developer shall accept such offer and become such purchaser, then it may sell or lease such unit free of any restrictions herein set forth relating to the sale or lease of a unit.

31. All of the terms and provisions of this Declaration and of each and every exhibit attached hereto, shall be deemed to be, and shall be, covenants running with the land and shall be binding upon and inure to the benefit of all unit owners and their respective heirs, legal representatives, successors and assigns.

32. Severability.

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, or of the By-Laws or Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

33. Subsequent Development.

The Developer intends to construct other condominium units on Parcel 2, Tract 17, SPRINGTREE SUB., Broward County, Florida, which said unit owners will be using the common elements and recreation area provided for the unit owners under this Declaration, and the Developer reserves unto itself the right to later grant easements over the common elements to purchasers of units on said tract of land, which said additional units will be submitted to further Declarations of Condominium in various phases. All private roads, recreation areas and common elements will be maintained by the unit owners.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed this 19th day of September, 1974.

SPRING-MANK VENTURE, a joint venture of SIDNEY MANK ENTERPRISES, INC. and MGIC PROPERTIES CORPORATION

Witnesses:

Elaine S. Rober

By: Sidney Mank
SIDNEY MANK ENTERPRISES, INC.

Russell Fisherman

By: C. Craig Rundle
MGIC PROPERTIES CORPORATION

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 609 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6813

STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this 19th day of September, 1974, before me personally appeared Sidney Mank President of SIDNEY MANK ENTERPRISES, INC., a corporation under the laws of the State of Florida, to me known to be the person who signed the foregoing Declaration of Condominium as such officer, and acknowledged the Execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 19th day of September, 1974.

Elaine Lomax Peters
Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1977
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this 19th day of September, 1974, before me personally appeared R. Craig Burton, Vice-President of MGIC PROPERTIES CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the person who signed the foregoing Declaration of Condominium as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 19th day of September, 1974.

Muriel Fisherman
Notary Public, State of Florida at Large

My Commission Expires:

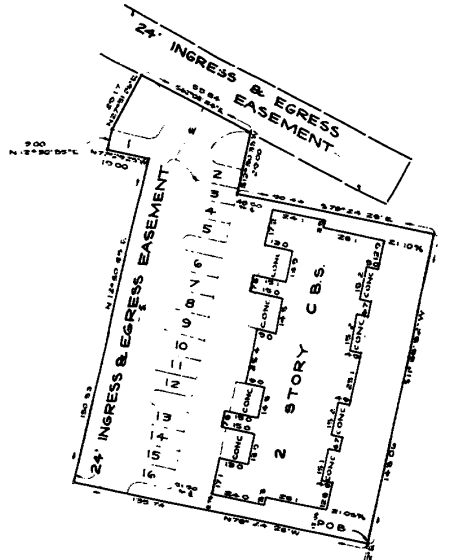
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 20, 1976

OFFICIAL REC. 5944 PAGE 408

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 606 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

PEBBLE SPRINGS CONDOMINIUM D

EXHIBIT NO. 2



NOTES

1. Each of the Units shall constitute a separate fee-simple estate consisting of the area or space enclosed within the following boundaries:

   I. Horizontal Boundaries

   The upper and lower boundaries of the Units shall be:

   Upper Boundary - The plane of the undecorated of the F.H.I. concrete roof beams.

   Lower Boundary - The plane of the undecorated of the floor slab.

   II. Vertical Boundaries -

   The vertical boundaries of the units shall be:

   Exterior Building Walls - The exterior of the outside walls of the building bounding a unit and where there is attached to the building a lanai, terrace, canopy or other portion of the building servicing only the unit being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereof.

   Interior Building Walls - The center line of the wall bounding units.

2. The Common Elements shall include all of the property hereinabove described other than the condominium units and shall also include, without limitation, all portions of the multi-family building lying outside of the boundaries of the units, and all conduits, pipes, ducts, plumbing, wiring and other facilities, and if any of the same shall pass through a unit or units, then such Common Elements shall also include Easements through such units for maintenance, repair and replacement thereof, provided, however, that all of the foregoing constituting the Common Elements is expressly limited to those elements Common to or serving more than one unit, so that the Common Elements do not include conduits, pipes, ducts, plumbing, wiring, air conditioning equipment or any other facilities which service or apply to only one unit although located in the Common Elements.

3. Limited Common Elements shall mean and include those portions of the Common Elements consisting of the designated and numbered parking spaces and driveways as shown on the exhibits attached hereto.

DESCRIPTION:

A portion of Parcel 2, of the REPLAT OF TRACT 17 SPRINGTREE, as recorded in Plat Book 70, Page 9, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel 2; thence N 11° 29' 30" E, along the East line of said Parcel 2, a distance of 201.10 feet to the Point of Beginning of this description; thence N 78° 24' 28" W, a distance of 135.76 feet; thence N 11° 30' 39" E, a distance of 126.93 feet; thence N 78° 29' 28" W, a distance of 19.0 feet; thence N 11° 30' 39" E, a distance of 1.00 feet; thence N 27° 31' 26" E, a distance of 29.17 feet; thence S 62° 28' 34" E, a distance of 33.04 feet; thence S 11° 29' 30" W, a distance of 24.00 feet; thence S 78° 24' 28" E, a distance of 90.04 feet to an intersection with the East line of said Parcel 2; thence S 11° 29' 30" W, a distance of 143.00 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

CERTIFICATION

This Certificate, executed this 30th day of August, 1974, by the undersigned Engineering and Surveying firm, is made pursuant to the provisions of Section 711.01 (4) of the Florida Statutes, and is a certification that the construction of the improvements shown and described in Exhibit No. 2 to the Declaration of Condominium of Pebble Springs Condominium D, consisting of sheets 1 through 3, inclusive, is substantially complete so that such Exhibit No. 2, together with the provisions of the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

DAVIS AND CRAVEN, INC.

By: [illegible]
[illegible]
REGISTERED LAND SURVEYOR
3301 LAFAYETTE BOULEVARD
FORT LAUDERDALE, FLORIDA
STATE OF FLORIDA

Sheet 2 hereof was prepared by and under the supervision of [illegible] REGISTERED LAND SURVEYOR, employed by DAVIS and CRAVEN, INC.

SHEET 1 OF 3 SHEETS

DAVIS and CRAVEN, Inc. Civil and Consulting Engineers · Land Surveyors
Land Planners · Land Development Consultants
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE
1400 E. OAKLAND PARK BLVD — OAKLAND PARK — FT. LAUDERDALE, FLORIDA

SCALE	DATE	BY	REVISION
1" = 20'			

DATE 8/27/1974
DRAWN BY H.G.
CHECKED BY
FILE NO.
JOB NO.

SITE PLAN, BUILDING NO. 4.

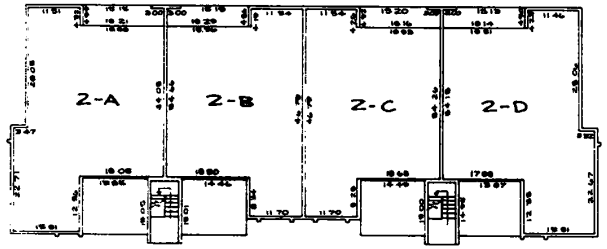
OFF. REC. 5954 PAGE 409

PAGE 409 6091

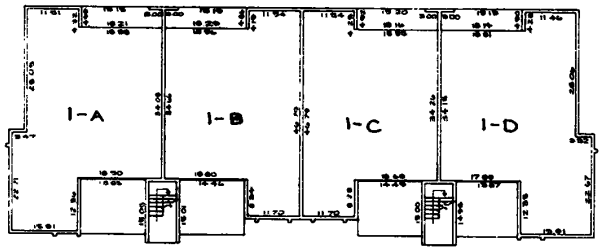
DV 5954 PAGE 409

PEBBLE SPRINGS CONDOMINIUM D

GRAPHIC SCALE : 10 FEET TO 1 INCH



SECOND FLOOR



FIRST FLOOR

ELEVATIONS
FIRST FLOOR 10.7
FIRST CEILING 19.
SECOND FLOOR 19.66
SECOND CEILING 29.0

OFF. REC. 5944 PAGE 410

DAVIS and CRAVEN, Inc. Civil and Consulting Engineers · Land Surveyors
Land Planners · Land Development Consultants
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE

SCALE 10' TO 1" | DATE 8/27/76 | DRAWN BY HS | CHECKED BY | FB-PG. | JOB NO.

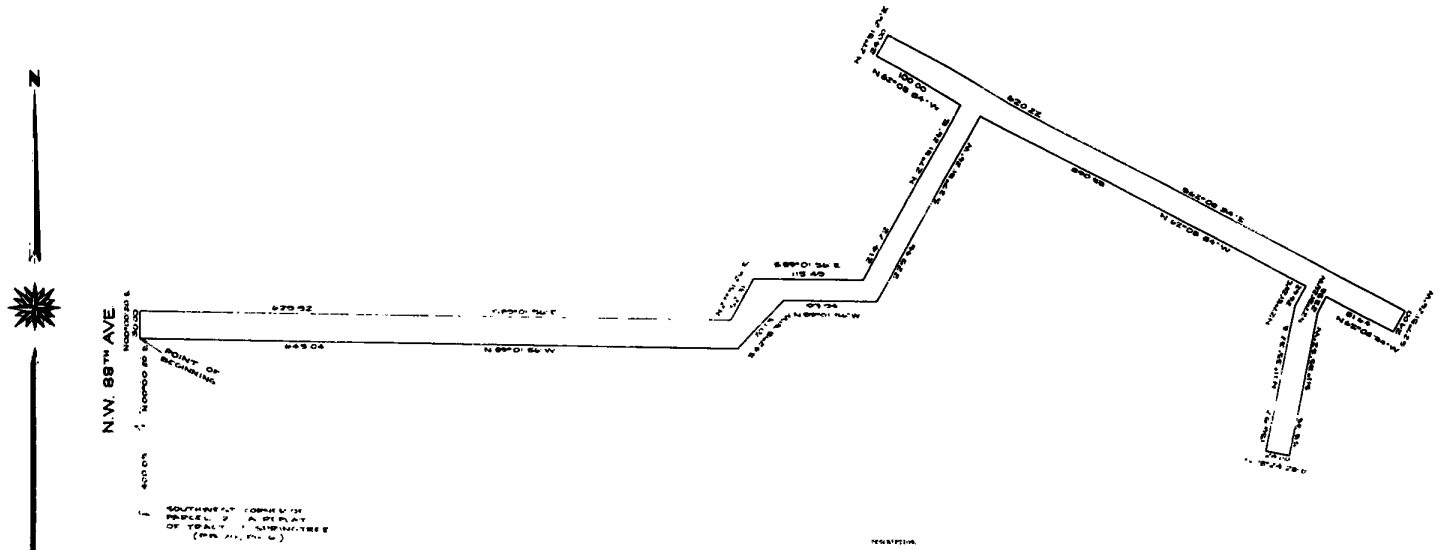
FLOOR PLAN , BUILDING NO. 4

SHEET 2 OF 3 SHEETS

PAGE 410

OR 5944

PEBBLE SPRINGS CONDOMINIUM D



DESCRIPTION:

A portion of Parcel D, of a REPLAT OF TRACT 17, [illegible] according to the Plat thereof, as recorded in Plat Book 74, Page 41, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel D; thence N 89° 01' 56" E along the South line thereof, a distance of 400.00 feet to the Point of Beginning of this description; thence continue N 89° 01' 56" E, along said South line, a distance of 49.96 feet to a point, said point hereinafter described as Point "A"; thence N 00° 58' 04" W, a distance of 100.00 feet; thence N 89° 01' 56" E, a distance of 629.92 feet to a point on the East line of said Parcel D; thence S 00° 58' 04" E, along said East line, a distance of 400.00 feet; thence S 89° 01' 56" W, a distance of 449.04 feet; thence S 45° 08' 04" E, a distance of 141.42 feet; thence S 89° 08' 04" E, a distance of 820.22 feet; thence S 00° 58' 04" E, a distance of 100.00 feet; thence S 89° 08' 04" E, a distance of 256.32 feet; thence S 0° 08' 04" E, a distance of 100.00 feet; thence S 89° 51' 26" E, a distance of 214.85 feet; thence S 0° 08' 34" E, a distance of 249.22 feet; thence S 27° 51' 26" E, a distance of 24.0 feet; thence S 62° 08' 34" W, a distance of 83.54 feet; thence S 27° 51' 26" E, a distance of 21.98 feet; thence S 62° 08' 34" W, a distance of 133.35 feet; thence S 89° 24' 28" W, a distance of 24.0 feet; thence S 0° 35' 32" E, a distance of 196.92 feet; thence S 27° 51' 26" E, a distance of 24.62 feet; thence S 62° 08' 34" W, a distance of 193.58 feet; thence S 27° 51' 26" E, a distance of 228.44 feet; thence N 89° 01' 56" W, a distance of 93.96 feet; thence S 45° 08' 04" W, a distance of 70.71 feet; thence N 89° 01' 56" W, a distance of 661.14 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

SHEET 3 OF 3 SHEETS

DAVIS and CRAVEN, Inc. Civil and Consulting Engineers · Land Surveyors
Land Planners · Land Development Consultants
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE

SCALE: 1" = 80'	DATE	BY	REVISION	DATE 8/9/74
				DRAWN BY HS
				CHECKED BY
				FB PB
				JOB NO.

INGRESS & EGRESS EASEMENT

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PAGE 411

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

ARTICLES OF INCORPORATION

-of-

PEBBLE SPRINGS CONDOMINIUM "D", INC.

Pursuant to the provisions of Chapter 617, Florida Statutes, the undersigned subscribers to these Articles of Incorporation hereby associate themselves together to form a corporation not for profit.

ARTICLE ONE - NAME

The name of this corporation is PEBBLE SPRINGS CONDOMINIUM "D", INC.

ARTICLE TWO - PURPOSE

The purpose for which this corporation is organized is for the operation of a condominium known as PEBBLE SPRINGS CONDOMINIUM "D", INC., a condominium, upon the real property in Broward County, Florida, more particularly described as follows:

(See legal description attached hereto as Exhibit 2)

This corporation is the non-profit corporation referred to in the Declaration of Condominium of the said condominium and also referred to in said Declaration as the "Association".

ARTICLE THREE - MEMBERS

The qualification of members is that they shall be record owners of units in said condominium. The membership of this corporation shall consist of all of the record owners of units in said condominium as they shall exist from time to time. After receiving the approval of this corporation, if the same shall be

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required by the provisions of said Declaration of Condominium or by the By-Laws of this corporation, change of membership in this corporation shall be established by the recording among the Public Records of Broward County, Florida, a deed or other instrument establishing a record title to a unit in said condominium and the delivery to this corporation of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of this corporation. The membership of the prior owner shall be thereby terminated.

1. If a unit in said condominium is owned by more than one person, or is under lease, the person entitled to be a member for such unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of this corporation.

2. If a unit in said condominium is owned by a corporation, then the member for such unit shall be designated by a certificate of appointment signed by the President or vice president and attested by the secretary or assistant secretary of such corporation, and filed with the secretary of this corporation. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or change in the ownership of the unit concerned.

ARTICLE FOUR - TERM OF EXISTENCE

The term for which this corporation is to exist is in perpetuity, unless the said condominium is terminated pursuant to the provisions of Chapter 711, Florida Statutes, and of the Declaration of Condominium of said condominium, and in the event of such termination, this corporation shall be dissolved.

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SEYMOUR J. SIMON, RICHARD J HAYS AND MOSES J. GRUNDWERG, 606 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

PAGE 413

ARTICLE FIVE - SUBSCRIBERS

The names and residences of the subscribers hereto are as follows:

SIDNEY MANK	16511 N. E. 26th Avenue North Miami Beach, Florida
SEYMOUR J. SIMON	608 Ainsley Building Miami, Florida 33132
GERALD FREED	3260 University Drive City of Sunrise, Florida

ARTICLE SIX - OFFICERS

The affairs of this corporation are to be managed by a president, vice-president, secretary and treasurer, and such additional officers as may be specified in the By-Laws. One person may be elected to the offices of secretary and treasurer, if the directors so elect. The said officers shall be elected by the directors at the annual meeting of the Board of Directors, beginning with the annual meeting held in 1976.

ARTICLE SEVEN - FIRST OFFICERS

The names of the officers who are to serve until the first election are:

SIDNEY MANK..... President

SEYMOUR J. SIMON..... Secretary

GERALD FREED..... Treasurer

ARTICLE EIGHT - DIRECTORS

This corporation shall be governed by a Board of Directors consisting of five persons to be elected by the members from among the members. They shall be elected at the annual meeting of members beginning with the first annual meeting to be held in 1976. Until the first election, the Board of Directors shall consist of the following three persons:

SIDNEY MANK
SEYMOUR J. SIMON
GERALD FREED

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ARTICLE NINE - BY-LAWS

The initial By-Laws of this corporation are those annexed to the aforesaid Declaration of Condominium. Such By-Laws may be altered or rescinded in the manner provided in said Declaration and in conformity with the provisions of Chapter 711, Florida Statutes. (By not less than four (4) Directors and by not less than four (4) votes of the members).

ARTICLE TEN - AMENDMENTS TO ARTICLES

Amendments to these Articles of Incorporation may be proposed by the Board of Directors and adopted by the members in the same manner as amendments to the By-Laws are provided for in said Declaration of Condominium. (By not less than four (4) Directors and by not less than five (5) votes of the members).

ARTICLE ELEVEN - MERGER

This corporation shall have the right to merge or combine with another Florida corporation not for profit or other Florida corporations not for profit, provided that the purpose of such other corporation or corporations in the operation of a condominium or condominiums on real property located within the subdivision known as SPRINGTREE SUB., according to the Plat thereof, as recorded in Plat Book 79, at Page 6, of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 19th day of September, 1974.

Sidney Mank (SEAL)
SIDNEY MANK

Seymour J. Simon (SEAL)
SEYMOUR J. SIMON

Gerald Freed (SEAL)
GERALD FREED

OFFICIAL RECORDS BOOK 5944 PAGE 415

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared SIDNEY MANK, SEYMOUR J. SIMON and GERALD FREED, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of September, 1974.

Elaine Somers Rider
Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1977
Bonded by American Fire & Casualty Co.

OFF. REC. 5944 PAGE 416

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That PEBBLE SPRINGS CONDOMINIUM "D", INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of Sunrise County of Broward, State of Florida has named SIDNEY MANK located at 3260 University Drive, (Street address and number of building, Post Office Box address not acceptable) City of Sunrise, County of Broward, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

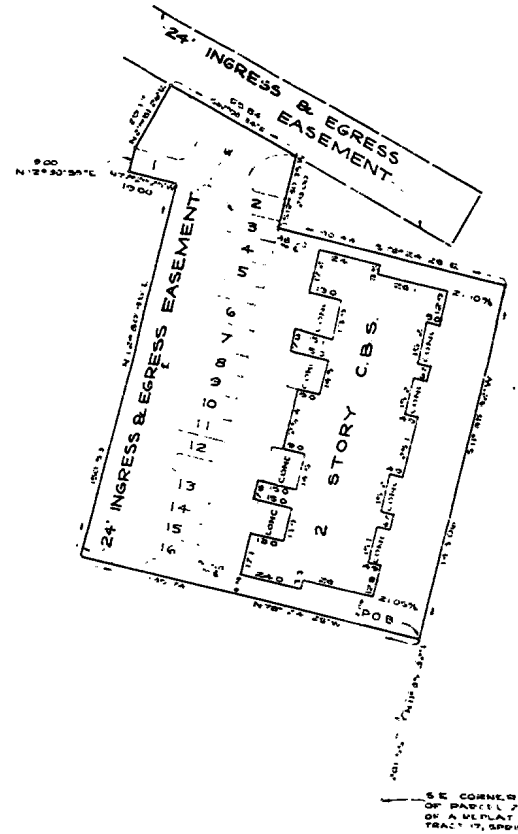
By Sidney Mank
SIDNEY MANK
(Resident Agent)

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PEBBLE SPRINGS CONDOMINIUM D

GRADING SCALE 1 INCH = 20 FEET

EXHIBIT NO. 2



NOTES:

1. Each of the Units shall constitute a separate parcel of real property consisting of the area or space contained within the following boundaries:

   A. Horizontal Boundaries

   The upper and lower boundaries of the Units shall be:

   Upper Boundary - The plane of the undecorated surface of the P.R.L. concrete roof beams.

   Lower Boundary - The plane of the undecorated surface of the floor slab.

   B. Vertical Boundaries -

   The vertical boundaries of the Units shall be:

   Exterior Building Walls - The exterior of the outside walls of the building bounding a unit and where there is attached to the building a lanai, terrace, canopy or other portion of the building serving only the unit being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereof.

   Interior Building Walls - The center line of the wall bounding a unit.

2. The Common Elements shall include all of the presently hereinabove described real property other than the Units as above defined and shall also include, without limitation, all portions of the walls forming boundaries of the Units and all structural parts of the building, pipes, ducts, flues, chutes, conduits, wires and other utility installations, and all ventilators, vapors, and walls, other than Limited Common Elements, as hereinafter defined, necessary for the support, maintenance, repair and replacement thereof; provided, however, that all of the foregoing constituting the Common Elements is expressly limited to those elements Common to serving more than one unit, so that the Common Elements do not include conduits, pipes, ducts, plumbing, wiring, air conditioning equipment or any other facilities which serve or apply to only one unit although located in the Common Elements.

3. Limited Common Elements shall mean and include those portions of the Common Elements adjoining the designated and delineated parking spaces and lanais as are shown on the exhibit attached hereto.

DESCRIPTION:

A portion of Parcel 2, of the REPLAT OF TRACT 17 SPRINGFIELD, as recorded in Plat Book 70, Page 9, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel 2; thence N 11° 35' 33" E, along the East line of said Parcel 2, a distance of 228.59 feet to the Point of Beginning of this description; thence N 74° 24' 28" W, a distance of 135.76 feet; thence N 12° 30' 35" E a distance of 150.53 feet; thence N 77° 29' 25" W, a distance of 10.0 feet; thence N 12° 30' 35" E, a distance of 5.00 feet; thence N 27° 51' 24" E, a distance of 20.17 feet; thence S 62° 08' 36" E, a distance of 35.06 feet; thence S 12° 30' 35" W, a distance of 39.00 feet; thence S 74° 24' 28" E, a distance of 90.44 feet to an intersection with the East line of said Parcel 2; thence S 11° 35' 33" W, a distance of 143.06 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

DAVIS and CRAVEN, Inc.
Civil and Consulting Engineers · Land Surveyors
Land Planners · Land Development Consultants
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE
1499 E. OAKLAND PARK BLVD. – OAKLAND PARK, FT. LAUDERDALE, FLORIDA

SCALE	DATE	BY	REVISION
1" = 20'			
			DATE 8/27/1974
			DRAWN BY H.G.
			CHECKED BY
			FB. PG.
			JOB NO.

SHEET 1 OF 3 SHEETS

SITE PLAN, BUILDING NO. 4.

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BY-LAWS

OF

PEBBLE SPRINGS CONDOMINIUM "D", INC.

A FLORIDA CORPORATION NOT FOR PROFIT

****

ARTICLE I

General

Section 1. The Name.

The name of the corporation shall be PEBBLE SPRINGS CONDOMINIUM "D", INC.

Section 2. Principal Office.

The principal office of the corporation shall be at the general or administrative offices of the condominium located in the condominium or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Corporate Purpose.

The general purpose of the corporation shall be as follows: To be the "Association" (as defined in the Condominium Act of the State of Florida, Chapter 711, Florida Statutes) for the condominium property that has been submitted to condominium ownership in the Declaration of Condominium for the condominium known as PEBBLE SPRINGS CONDOMINIUM "D", INC., in Broward County, Florida.

ARTICLE II

Directors

Section 1. Number and Term.

The number of Directors which shall constitute the whole Board shall be five (5). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his Successor shall be elected and shall qualify.

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Section 2. Vacancy and Replacement.

If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal.

Directors may be removed for cause by an affirmative vote of a majority of the members. A director shall be disqualified from further service on the Board if his membership in the Association shall be terminated for any reason whatsoever.

Section 4. First Board of Directors.

The first Board of Directors shall consist of SIDNEY MANK, SEYMOUR J. SIMON and GERALD FREED, who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, however, that any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers.

A. The property and business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of this condominium as are not by statute or by the Certificate of Incorporation, the Declaration of Condominium, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to, the following:

a. To levy upon the members monthly and other assessments, payable in advance. The Board of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any necessary additional expenses, but said increase can only be made in the proportion established in Article VII, Section 3 of these By-Laws;

b. To use and expend the assessments collected to maintain, care for and preserve the condominium units, the common elements, the limited common elements and the condominium property (other than the interiors of the condominium units, which are to be maintained, cared for and preserved by the individual condominium unit owners);

c. To pay taxes and assessments levied and assessed against any real property the corporation might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation;

d. To enter into and upon the condominium units when necessary and at as little inconvenience to the owner as

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possible in connection with such maintenance, care and preservation. For the purpose of preservation, care and restoration of condominium property, each owner of a condominium unit grants a perpetual easement to the then existing Board of Directors or its duly authorized agents to enter into his condominium unit at any reasonable time (or at any unreasonable time if the necessities of the situation should so require);

e. To repair and replace common element and limited common element facilities, machinery and equipment;

f. To insure and keep insured the said building and improvements on the property and the owners against loss from fire or other casualty and against public liability and to carry such other insurance as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declaration of Condominium;

g. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from unit owners for violations of the Declaration of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Directors;

h. To employ such personnel, make such purchases and enter into such contracts as may be necessary or desirable in carrying out the operation and management of the condominium;

i. To make, amend and repeal Rules and Regulations governing the operation, maintenance and management of the condominium, including, without limitation, the use and occupancy of the units by the members, the use of the common elements, the use of the recreation area and facilities;

j. To contract with a manager or managing agent for a period of not more than five (5) years to whom the Board may delegate the performance of such of its duties and powers with respect to the management and operation of the condominium as the Board may determine, including, without limitation, delegating to such manager or managing agent the right to make, amend and repeal the aforesaid Rules and Regulations, and to collect and disburse the funds of this corporation, and to pay such a management agent a fee, which manager or managing agent may be one or more individuals who are officers or employees of the developer, or may be a corporation controlled by or affiliated with the developer.

k. To enter into a lease or leases, as tenant, for the use of property (including the non-exclusive use thereof), whether or not contiguous to the lands of the condominium to be operated by this corporation, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners of such condominium.

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Section 6. Compensation.

Directors' and officers' fees, if any, shall be determined by the members.

Section 7. Meetings.

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

B. Regular meetings of the Board shall be held monthly without notice at such time and place as the Board shall fix from time to time.

C. Special meetings of the Board may be called by the president on five (5) days' notice to each director either personally or by mail or telegram. Special meetings shall be called by the president or secretary in a like manner and on like notice on the written request of three (3) directors.

D. At all meetings of the Board a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Declaration of Condominium, or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Annual Statement.

The Board shall present at the annual meeting of members, and when called for by a vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation.

ARTICLE III

Officers

Section 1. Elective Offices.

The officers of the corporation shall be members, shall be chosen by the directors and shall be a president, a vice president, a secretary and a treasurer. The Board of Directors may also choose one or more additional vice presidents, assistant secretaries, assistant treasurers, or other officers. Two or more offices may not be held by the same person.

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Section 2. Election.

The Board of Directors at its first meeting after each annual meeting of general members shall elect officers, none of whom, excepting the president, need be a director.

Section 3. Appointive Offices.

The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term.

The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President.

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to another officer or agent of the corporation.

Section 6. The Secretary.

A. The Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

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B. Assistant secretaries in order of their seniority shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 7. The Treasurer and Assistant Treasurers.

A. The Treasurer shall have the custody of the corporation funds and securities and shall keep full and accurate accounts of the receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the corporation.

C. Assistant treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

Section 8. Bonding of Corporate Officers.

The Treasurer and all Assistant Treasurers, if any, the President and Secretary, shall be required to be bonded in an amount to be determined by the Board of Directors with a fiduciary bonding company licensed and authorized to transact business in the State of Florida. The cost of the premium for this bond shall be paid by the condominium association.

Section 9. Indemnification of Corporate Officers.

Every director and 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 an officer or director 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 approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director may be entitled.

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ARTICLE IV

Membership

Section 1. Definition.

Membership in the Association shall be limited to the owners of the condominium parcels as identified in the Declaration of Condominium. The Association shall not issue certificates.

Section 2. Voting Rights.

A member shall be entitled to cast one vote for each condominium parcel owned by him at all meetings of the members of the Association. No vote is divisible. The Certificate of Incorporation of this corporation provides for the designation of a member when a condominium unit is owned by more than one person or by a corporation or is under lease.

Section 3. Transfer of Membership Ownership.

Transfer of membership in the Association occurs only as an incident to the conveyance or transfer of a condominium parcel as identified in the Declaration of Condominium and takes place automatically. The conveyance of the individual's condominium parcel is subject to the approval of the Board of Directors. The method for transferring condominium parcel ownership is more fully described in paragraph number 25 of the Declaration of Condominium.

ARTICLE V

Meetings of Membership

Section 1. Place.

All meetings of the corporation membership shall be held at the office of the corporation, or may be held at such place and time as shall be stated in the notice thereof.

Section 2. Annual meeting.

A. The first annual meeting of members shall be held on the first Monday in January, 1975.

B. Regular annual meetings, subsequent to 1975, shall be held on the first Monday in January each year.

C. All annual meetings shall be held at the hour of 2:00 o'clock P. M., or at such hour as the Board of Directors may determine.

D. At the annual meeting, the members shall elect, by a plurality vote, a Board of Directors, and transact such other business as may properly be brought before the meeting.

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E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation at least ten (10) days prior to the meeting.

Section 3. Membership List.

At least ten (10) days before every election of directors, a complete list of the members entitled to vote at said election, arranged numerically by "condominium units," with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the principal office of the corporation and shall be open to examination by any member throughout such time. No member who is then more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting.

Section 4. Special Meetings.

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and and shall be called by the President or Secretary at the request in writing of not less than one-fourth (1/4) of the membership. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least five (5) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum.

Fifty-one (51%) per cent of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, the Declaration of Condominium or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

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Section 6. Vote Required to Transact Business.

When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by written proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation, the Declaration of Condominium or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or adjournments thereof, must be in writing, signed by the member appointing the proxy and filed with the Secretary prior to the meeting for which the proxy is given.

Section 8. Waiver and Consent.

Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, of the Declaration of Condominium, of the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 9. Rules of Procedure.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Certificate of Incorporation, By-Laws, statute or Declaration of Condominium.

ARTICLE VI

NOTICES

Section 1. Definition.

Whenever, under the provisions of the statutes or of the Certificate of Incorporation, of these By-Laws, or of the Declaration of Condominium, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to such director or member at such address as appears on the books of the corporation.

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Section 2. Service of Notice - Waiver

Whenever any such notice is required to be given, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

Finances

Section 1. Fiscal Year.

The fiscal year shall begin the first day of January in each year.

Section 2. Checks.

All checks or drafts for money and notes of the corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Assessments.

The Board of Directors of the corporation shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued operation of the condominium. The Board shall determine the total amount required, including the operational items such as taxes, insurance, repairs, maintenance and other operating expenses. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium units in accordance with Paragraph (F) of the Declaration. This ratio of assessments shall remain constant regardless of the purchase price of the condominium parcel or the percentage of the building's square footage included in each condominium unit. Said assessments shall be payable monthly in advance as ordered by the Board of Directors. Special assessments, should such be required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees to pay promptly when due the monthly and all special assessments assessed against his own condominium unit. Delinquent assessments will bear interest and late charges as set forth in the Declaration of Condominium to which these By-Laws are an exhibit. No member shall be personally liable for any debts of the corporation whatsoever.

Section 4. Accounts.

There shall be established and maintained such bank account or accounts as the Board of Directors shall deem advisable, into which shall be deposited all monthly and special assessments as fixed and determined for all condominium units. Disbursements from said accounts shall be for the general needs of the corporation, including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the property of the corporation.

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Section 5. Condominium Expenses.

The condominium expenses for which the members shall be liable in the respective proportions set forth in the Declaration of Condominium shall be those costs and expenses deemed necessary or desirable by the Association for the operation and maintenance of the condominium property, other than maintenance of the interior of a unit and of such other items for whose maintenance and repair a unit owner is responsible although the same are located in the common elements. Such operating and maintenance expenses shall include, but not be limited to, maintenance of all lawns shrubbery and landscaping, water and electricity for landscaping sprinkler system, electricity for lighting streets and common elements, painting the exterior of all buildings, maintenance and repair of roofs of all buildings (but not air conditioning equipment located on the roof), removal of garbage and trash.

Section 6. Annual Audit.

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 1st of the year following the year for which the report is made.

ARTICLE VIII

Seal

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Not for Profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or in any other form evidencing the intent of the signing officer or officers to have the effect of the corporate seal.

ARTICLE IX

Leasing and Sub-Leasing

The primary object of the corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a matter of discretionary decision by the Board of Directors, and every lease or sub-lease of a condominium unit is subject to the approval of the Board of Directors, as set forth in the Declaration of Condominium. The Board of Directors shall have the right to require that a uniform form of lease shall be used and for a minimum term of not less than three (3) months.

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ARTICLE X

Default

In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid by the Association within thirty (30) days from the due date, the Association,

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through its Board of Directors or manager, acting in behalf of the Association, may foreclose the lien encumbering the condominium parcel created by the non-payment of the required monies. In said foreclosure action, the Plaintiff shall be entitled to the appointment of a receiver as a matter of strict right to the Association and without reference to the adequacy or inadequacy of the value of the property sought to be foreclosed or the solvency or insolvency of the owner or any party defendant to such suit. To further secure payment of this indebtedness, the condominium parcel owner by virtue of his acceptance of the conveyance of the condominium parcel to him, does hereby sell, assign, transfer, and set over unto the Association all of the rents, issues and profits of his condominium parcel, and this assignment shall become operative upon any default being made by said condominium parcel owner hereunder, and shall remain in full force and effect so long as any default continues to exist hereunder, and the Association shall have the right to enter upon the premises and collect the same directly from the occupants.

If the Association becomes the owner of the condominium parcel in question, it shall offer said parcel for sale, and whenever such a sale is consummated, it shall, from the proceeds received from said sale, deduct all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the law suit in question, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the condominium parcel in question, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repair and refurbishing of the condominium unit in question so that it could be sold. All monies remaining after deducting the foregoing items of expense shall be returned directly to the former owner of the condominium parcel in question.

In the event of violation by the owner of a condominium parcel of any of the provisions of the Declaration of Condominium, Certificate of Incorporation, By-Laws or Rules and Regulations, as are now or hereafter constituted, the Association may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation. Should the Association be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

ARTICLE XI

Amendment

These By-Laws may be amended in the following manner as well as in the manner elsewhere provided:

Section 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.

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Section 2. Resolution.

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members. Directors and members not present at the meeting considering the amendment may express their approval in writing. Except as elsewhere provided, such approval must be either by

A. not less than four (4) Directors and by not less than five (5) votes of the members; or

B. until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

Section 3. Agreement.

In the alternative, an amendment may be made by an agreement executed by all members and mortgagees in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

Section 4. Proviso.

No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment.

ARTICLE XII

Arbitration

By virtue of his acceptance of the conveyance of his condominium parcel to him, each member has agreed to submit to arbitration any controversy or dispute arising concerning the construction of any of the By-Laws or any action on the part of the Board of Directors, in accordance with the terms and conditions of the Florida Arbitration Code (now designated as Chapter 682, Florida Statutes), as they may exist at the time such dispute arises.

ARTICLE XIII

Miscellaneous

Section 1.

The definitions of particular words and phrases contained in the Condominium Act (now Chapter 711, Florida Statutes) or in the Declaration of Condominium, shall apply to such words and phrases when used in these By-Laws.

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Section 2.

Should any provision of these By-Laws be void or unenforceable in law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

Section 3.

Any lien or other encumbrance upon or against a condominium unit or parcel in favor of the Association is hereby declared to be, and shall be, subject, subordinate and inferior to the lien of any mortgage encumbering such unit or parcel, where such mortgage is made to a bank, savings and loan association or life insurance company, and regardless of whether such mortgage was made or recorded before or after the aforesaid lien or encumbrance of the Association.

PEBBLE SPRINGS CONDOMINIUM "D", INC.

By: _____
SIDNEY MANK, President

Attest: _____
SEYMOUR J. SIMON, Secretary

STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this 19th day of September, 1974, before me personally appeared SIDNEY MANK and SEYMOUR J. SIMON, President and Secretary, respectively, of PEBBLE SPRINGS CONDOMINIUM "D", INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing By-Laws as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 19th day of Sept., 1974.

_____
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1977
Bonded by American Fire & Casualty Co.

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74-241375

FIRST AMENDMENT

TO

DECLARATION

OF

CONDOMINIUM

OF

PEBBLE SPRINGS CONDOMINIUM "D", INC.,

A CONDOMINIUM

This is the First Amendment to that DECLARATION OF CONDOMINIUM OF PEBBLE SPRINGS CONDOMINIUM "D", INC., A CONDOMINIUM, which was dated September 19, 1974, and filed under Clerk's File No. 74-204440 of Broward County, Florida, being recorded in O. R. Book 5944, at Page 381 of the Public Records of Broward County, Florida, which amendment was duly adopted by resolution of PEBBLE SPRINGS CONDOMINIUM "D", INC.

1. On Page 2 of said DECLARATION OF CONDOMINIUM, commencing on Line 11, where MGIC-JANIS PROPERTIES, INC., appear, said words shall be stricken and in their place and stead the following words shall appear: MGIC PROPERTIES CORPORATION.

2. The easement attached as sheet 3 of the Condominium Survey and Plans is hereby submitted for the use of all the owners, their mortgagees, licensees, guests and invitees of units in buildings erected on Parcel 2, Tract 17, SPRINGTREE SUB., Broward County, Florida. PEBBLE SPRINGS CONDOMINIUM "D", INC., shall have an undivided 3.27% interest in the fee simple title to the easement. The ingress and egress easements shown as exhibits in the other adjoining condominiums will also be for the use of all unit owners, their mortgagees, licensees, guests and invitees of each and every condominium.

3. Paragraph k, Page 3 of the By-Laws is hereby amended by adding the words, "The Association is hereby authorized to accept deeds to the Recreation Area from the Developer."

This Instrument Was Prepared By:
RICHARD J. HAYS
608 Ainsley Building
Miami, Florida 33132

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6813

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4. Paragraph 33 of the DECLARATION OF CONDOMINIUM shall have added the following language: "All Recreation Areas and Facilities will be deeded without charge by the Developer to the Association upon completion of the project on Parcel 2, Tract 17, SPRINGTREE SUB., Broward County, Florida."

5. In all other respects, the DECLARATION OF CONDOMINIUM, executed on September 19, 1974, shall be hereby ratified and the above amendments shall be effective as of September 19, 1974.

IN WITNESS WHEREOF, the Developer and the Condominium Association have caused this First Amendment to DECLARATION OF CONDOMINIUM to be executed this 8th day of November, 1974.

Witnesses:

SPRING-MANK VENTURE, a joint venture of SIDNEY MANK ENTERPRISES, INC., and MGIC PROPERTIES CORPORATION

By: _____ President
SIDNEY MANK ENTERPRISES, INC.

By: A. Craig Buster Vice-President
MGIC PROPERTIES CORPORATION

(Affix: Corp. Seal)

Witnesses:

PEBBLE SPRINGS CONDOMINIUM "D", INC.

By: _____ President
SIDNEY MANK

Attest: Seymour J. Simon Secretary
SEYMOUR J. SIMON

(Affix: Corp. Seal)

STATE OF FLORIDA)
COUNTY OF DADE) ss:

I HEREBY CERTIFY that on this 8th day of November, 1974, before me personally appeared SIDNEY MANK, President of SIDNEY MANK ENTERPRISES, INC., a corporation under the laws of the State of Florida, to me known to be the person who signed the foregoing First Amendment to Declaration of Condominium of PEBBLE SPRINGS CONDOMINIUM "D",INC., as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State this 8th day of November, 1974.

Notary Public, State of Florida at Large

My Commission expires: Notary Public, State of Florida at Large My Commission Expires Oct. 31, 1977 Bonded by American Fire & Casualty Co.

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

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STATE OF FLORIDA)
COUNTY OF DADE) ss:

I HEREBY CERTIFY that on this 18th day of November, 1974, before me personally appeared A. CRAIG BURTON, Vice-President of MGIC PROPERTIES CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the person who signed the foregoing First Amendment to Declaration of Condominium of PEBBLE SPRINGS CONDOMINIUM "D", INC., as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 18th day of November, 1974.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

Notary Public, State of Florida at Large
My Commission expires:

STATE OF FLORIDA)
COUNTY OF DADE) ss:

On this day, personally appeared before me, SIDNEY MANK and SEYMOUR J. SIMON, to me known, and known to me to be the President and Secretary respectively, of PEBBLE SPRINGS CONDOMINIUM "D", INC., a corporation under the laws of the State of Florida, and they acknowledged to me that they know the contents of the foregoing First Amendment to Declaration of Condominium of PEBBLE SPRINGS CONDOMINIUM "D", INC., and they executed same on behalf of said corporation, for the purposes and intents expressed therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, at Miami, said County and State, this 5th day of November, 1974.

Notary Public, State of Florida at Large

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1977
Bonded by American Fire & Casualty Co.

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

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BY-LAWS

OF

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

a Florida corporation (Not for profit)

ARTICLE I

General

Section 1. The Name.

The name of the corporation shall be PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

Section 2. Principal Office.

The principal office of the corporation shall be at the general or administrative office of the condominium located in at least one of the five condominiums or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Corporate Purpose.

The general purpose of the corporation shall be as follows: To be, the "Association" (as defined in the Condominium Act of the State of Florida, Chapter 718 Florida Statutes) for the condominium, properties that have been submitted to condominium ownership in the five Declarations of Condominium for the five condominiums known respectively as PEBBLE SPRINGS CONDOMINIUM "A", INC., PEBBLE SPRINGS CONDOMINIUM "B", INC., PEBBLE SPRINGS CONDOMINIUM "C", INC., PEBBLE SPRINGS CONDOMINIUM "D", INC., and PEBBLE SPRINGS CONDOMINIUM "E", INC., all located in Broward County, Florida.

ARTICLE II

Directors

Section 1. Number and Term.

Until succeeded by directors elected at the first annual meeting of members subsequent to incorporation, directors need not be members; thereafter all directors shall be members.

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ARTICLE II

Directors

Section 1. Number and Term. (Cont.)

The number of Directors which shall constitute the whole Board shall be 10 with 2 directors to be elected from among and by the members representing each of the five individual condominiums which are part of this Association. Each Building shall have the option of electing one alternate to the Board to attend all Board meetings but such alternate shall be entitled to vote only if less than two directors from said building attend that Board meeting.

For the first Board of Directors, one director from each condominium shall serve for a term of 2 years and the other for a term of 1 year.

The Directors for the second Board of Directors and each Board of Directors thereafter shall be elected at the annual meeting of the members to be held in February of each year with an equal number of directors to be elected from each condominium in accordance with the above provisions and by separate election of the members of each of the five individual condominiums.

The term of office for the members of the second Board of Directors and each subsequent Board of Directors shall be for a period of 2 years.

Section 2. Vacancy & Replacement.

If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a special meeting shall be duly held of the members of the Condominium represented by such vacancy or vacancies and a majority of those members present shall choose a successor or successors from among the members of that Condominium who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal.

Directors may be removed for cause by a vote of 75% of the members comprising the condominium represented by such director or directors. A director shall be disqualified from further service on the Board if his membership in the Association shall be terminated for any reason whatsoever.

Section 4. First Board of Directors.

The first Board of Directors of the Association shall consist of those directors who were elected by the members of the individual condominiums at the general membership meeting held on February 13, 1978 subject to confirmation by the members of those condominiums subsequent to the adoption of these By-Laws.

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Section 5. Powers.

Property and business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of these condominiums as are not by statute or by the

Section 5. Powers. (Cont.)

Certificate of Incorporation, the Declarations of Condominium, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to the following:

a) To levy upon the members monthly and other assessments, payable in advance. The Board of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any necessary additional expenses, but said increase can only be made in the proportion established in Article VII, Section 3, of these By-Laws;

b) To use and expend the assessments collected to maintain, care for and preserve the condominium units, the common elements, the limited common elements and the condominium property (other than the interiors of the condominium units, which are to be maintained, cared for and preserved by the individual condominium unit owners);

c) To pay taxes and assessments levied and assessed against any real property the corporation might own and pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation;

d) To enter into and upon the condominium units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation. For the purpose of preservation, care and restoration of condominium property, each owner of a condominium unit grants a perpetual easement to the then existing Board of Directors or its duly authorized agents to enter into his condominium unit at any reasonable time (or at any unreasonable time if the necessities of the situation should so require);

e) To repair and replace common element and limited common element facilities, machinery and equipment.

f) To insure and keep insured the said building and improvements on the property and the owners against loss from fire or other casualty and against public liability and to carry such other insurance as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declarations of Condominium;

g) To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from unit owners for violations of the Declarations of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Directors;

h) To employ such personnel, make such purchases and enter into such contracts as may be necessary or desirable in carrying out the operation and management of the condominiums;

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Section 5. Powers. (Cont.)

i) To make, amend and repeal Rules and Regulations governing the operation, maintenance and management of the condominiums, including, without limitation, the use and occupancy of the units by the members, the use of the common elements, the use of the recreation area and facilities;

j) Subject to approval of the general membership, to enter into a lease or leases, as tenant, for the use of property (including the non-exclusive use thereof), whether or not contiguous to the lands of the condominiums to be operated by this corporation, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners of such condominiums.

Section 6. Compensation.

Directors and officers' fees, if any, shall be determined by the general membership.

Section 7. Meetings.

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

B. Regular meetings of the Board shall be held monthly upon proper notice in accordance with the requirements of the Florida Statutes, at such time and place as the Board shall fix from time to time.

C. Special meetings of the Board may be called by the President on five (5) days' notice to each director either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of three (3) directors.

D. At all meetings of the Board a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Declaration of Condominium, or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Annual Statement.

The Board shall present a full written statement of the business and condition of the corporation at the annual meeting of members, and when called for by a vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation.

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ARTICLE III

Officers

Section 1. Elective Offices.

The officers of the corporation shall be members, shall be chosen by the directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose one or more additional vice presidents, assistant secretaries, assistant treasurers, or other officers. Two or more offices may not be held by the same person.

Section 2. Election.

The Board of Directors at its first meeting after each annual meeting of general members shall elect officers. The President, Vice President, Secretary and Treasurer must be directors or alternates at the time of their election.

Section 3. Appointive Offices.

The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term.

The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President.

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to another officer or agent of the corporation.

C. The President must have served as a Director for at least one (1) year immediately prior to his election.

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Section 6. The Secretary.

A. The Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all

Section 6. The Secretary. (Cont.)

proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

B. Assistant Secretaries in order of their seniority shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 7. The Treasurer and Assistant Treasurers.

A. The Treasurer shall have the custody of the corporation funds and securities and shall keep full and accurate accounts of the receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the corporation.

C. Assistant Treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

Section 8. Bonding of Corporate Officers.

All officers handling funds of the Association shall be required to be bonded in an amount to be determined by the Board of Directors with a fiduciary bonding company licensed and authorized to transact business in the State of Florida. The cost of the premium for this bond shall be paid by the Condominium Association.

Section 9. Indemnification of Corporate Officers.

Every director and 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 an officer or director 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 approves such settlement and reimbursement as being for the best

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Section 9. Indemnification of Corporate Officers. (Cont.)

interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director may be entitled.

ARTICLE IV

Membership

Section 1. Definition.

Membership in the Association shall be limited to the owners of the condominium parcels as identified in the Declarations of Condominium. The Association shall not issue certificates.

Section 2. Voting Rights.

A member shall be entitled to cast one vote for each condominium parcel owned by him at all meetings of the members of the Association. No vote is divisible. The Certificate of Incorporation of this corporation provides for the designation of a member when a condominium unit is owned by more than one person or by a corporation or is under lease. No member who is more than 30 days delinquent in the payments of his assessments, as determined by the Treasurer, shall be entitled to vote at any regular or special meeting of the Association, or if a Director, at any meeting of the Board of Directors.

Section 3. Transfer of Membership Ownership.

Transfer of membership in the Association occurs only as an incident to the conveyance or transfer of a condominium parcel as identified in the Declarations of Condominium and takes place automatically. The conveyance of the individual's condominium parcel is subject to the approval of the Board of Directors. The method for transferring condominium parcel ownership is more fully described in the respective Declarations of Condominium.

ARTICLE V

Meetings of Membership

Section 1. Place.

All meetings of the corporation membership shall be held at the Recreation Center or may be held at such place and time as shall be stated in the notice thereof provided such place be within Broward County

Section 2. Annual Meeting.

A. The first annual meeting of members shall be held on May 11, 1978

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Section 2. Annual Meeting. (Cont.)

to adopt these By-Laws and confirm the action taken at the general membership meeting held on February 13, 1978.

B. Regular annual meetings, subsequent to 1978, shall be held on the first Monday in February of each year.

C. All annual meetings shall be held at the hour of 8:00 o'clock P.M., or at such hour as the Board of Directors may determine.

D. At the annual meeting, the members shall elect, as provided herein, a Board of Directors, and transact such other business as may properly be brought before the meeting.

E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation at least ten (10) days prior to the meeting.

Section 3. Membership List.

At least ten (10) days before every election of directors, a complete list of the members entitled to vote at said election, arranged numerically by "condominium units", with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the principal office of the corporation and shall be open to examination by any member throughout such time. No member who is then more than thirty (30) days delinquent in the payment of his assessments shall be entitled to vote at any regular or special meeting.

Section 4. Regular and Special Meetings.

A. Regular meetings of the membership shall be held quarterly and written notice of said regular meetings, stating the time and place thereof, shall be posted, served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least ten (10) days before such meeting.

B. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation may be called by the President, and shall be called by the President or Secretary at the request in writing of not less than one-fourth (1/4) of the membership. Such request shall state the purpose or purposes of the proposed meeting.

C. Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least five (5) days before such meeting.

D. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum.

Fifty-one percent (51%) of the total number of members of the corporation present in person or represented by written proxy, shall

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Section 5. Quorum. (Cont.)

be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, the Declarations of Condominium or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business.

When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by written proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation, the Declarations of Condominium or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or adjournments thereof, must be in writing, signed by the member appointing the proxy and filed with the Secretary prior to the meeting for which the proxy is given.

Section 8. Waiver and Consent.

Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, of the Declarations of Condominium, of the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 9. Rules of Procedure.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Certificate of Incorporation, By-Laws, statute or Declarations of Condominium.

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ARTICLE VI

Notices

Section 1. Definition.

Whenever, under the provisions of the statutes or of the Certificate

Section 1. Definition. (Cont.)

of Incorporation, of these By Laws, or of the Declarations of Condominium, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to such director or member at such address as appears on the books of the corporation.

Section 2. Service of Notice - Waiver.

Whenever any such notice is required to be given, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

Finances

Section 1. Fiscal Year.

The fiscal year shall begin the first day of January in each year.

Section 2. Checks.

All checks or drafts for money and notes of the corporation shall be signed by any two of the following officers: President, Vice President, Secretary or Treasurer, or by such officer or persons as the Board of Directors may from time to time designate.

Section 3. Assessments.

The Board of Directors of the corporation shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued operation of the condominiums. The Board shall determine the total amount required, including the operational items such as taxes, insurance, repairs, maintenance and other operating expenses. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium units in accordance with the provisions of the Declarations of Condominium. Said assessments shall be payable monthly in advance as ordered by the Board of Directors. Special assessments, should such be required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees to pay promptly when due the monthly and all special assessments assessed against his own condominium unit. Delinquent assessments will bear interest and late charges as set forth in the Declarations of Condominium to which these By-Laws are an exhibit. No member shall be personally liable for any debts of the corporation whatsoever.

Section 4. Accounts.

There shall be established and maintained such bank account or ac-

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Section 4. Accounts. (Cont.)

counts as the Board of Directors shall deem advisable, into which shall be deposited all monthly and special assessments as fixed and determined for all condominium units. Disbursements from said accounts shall be for the general needs of the corporation, including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the property of the corporation.

Section 5. Condominium Expenses.

A. The condominium expenses for which the members shall be liable in the respective proportions set forth in the Declarations of Condominium shall be those costs and expenses deemed necessary or desirable by the Association for the operation and maintenance of the condominiums properties other than maintenance of the interior of a unit and of such other items for whose maintenance and repair a unit owner is responsible although the same are located in the common elements. Such operating and maintenance expenses shall include, but not be limited to, maintenance of all lawns, shrubbery and landscaping, water and electricity for landscaping sprinkler system, electricity for lighting streets and common elements, painting the exterior of all buildings, maintenance and repair of roofs of all buildings (but not air conditioning equipment located on the roof), removal of garbage and trash.

B. With exception of the operational expenses of the recreational building and adjoining facilities, the Treasurer shall maintain and prepare separate records and budgets regarding the maintenance and operation of the common elements of each individual condominium which is a part of this Association reflecting the actual maintenance and operational expenses of the common elements as they relate to the units in each particular condominium in accordance with the Florida Statutes.

C. The Board of Directors shall submit the annual budget relating to the individual condominiums and recreational facilities to the membership of the Association at least thirty (30) days prior to the annual meeting of the members in February of each year.

D. Those expenses relating solely and specifically to one or more individual condominiums may be allocated and assessed by the Association to those particular condominiums and collected in accordance with Section 3 above.

Section 6. Expenditures.

The Board of Directors shall not make expenditures from funds held in Association accounts for non-budgeted expenses in excess of $1,000.00 without specific prior majority approval of the membership of the Association present at a proper meeting thereof in accordance with these By-Laws.

Section 7. Annual Audit.

An audit of the accounts of the Association shall be made annually by a certified public accountant which audit need not be certified, and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.

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ARTICLE VIII

Seal

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Not for Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or in any other form evidencing the intent of the signing officer or officers to have the effect of the corporate seal.

ARTICLE IX

Leasing and Sub-Leasing

A. The primary object of the corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a matter of discretionary decision by the Board of Directors, and every lease, lease renewal or sublease of a condominium unit is subject to the approval of the Board of Directors, as set forth in the Declarations of Condominium. The Board of Directors shall have the right to require that a uniform form of lease shall be used and for a minimum term of not less than six (6) months and only two (2) leases within a twelve (12) month period shall be allowed for any one individual unit.

B. The Board of Directors shall have the right to bring eviction proceedings against any lessee who violates the Rules and Regulations of the Association or disturbs the peaceful enjoyment of the members.

C. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the use, lease or sub-lease of a unit by a corporation shall be conditioned by requiring that all persons occupying the unit be approved by the Board of Directors, prior to occupancy. Prior written notice of such intended use of a unit by any corporation shall be submitted to the Board of Directors in accordance with the provisions of these By-Laws.

ARTICLE X

Guests

Unit owners shall give prior written notice to the Board of Directors as to any guests who shall occupy their unit for a length of time greater than 48 hours. This notice shall be submitted in writing to the Board of Directors at least thirty (30) days prior to the arrival date of said guests and shall state the names, addresses and length of stay of said guests.

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ARTICLE XI

Default

In the event an owner of a condominium parcel does not pay any sums,

charges or assessments required to be paid by the Association within thirty (30) days from the due date, the Association, through its Board of Directors or manager, acting in behalf of the Association, may foreclose the lien encumbering the condominium parcel created by the non-payment of the required monies. In said foreclosure action, the Plaintiff shall be entitled to the appointment of a receiver as a matter of strict right to the Association and without reference to the adequacy or inadequacy of the value of the property sought to be foreclosed or the solvency or insolvency of the owner or any party defendant to such suit. To further secure payment of this indebtedness, the condominium parcel owner by virtue of his acceptance of the conveyance of the condominium parcel to him, does hereby sell, assign, transfer and set over unto the Association all of the rents, issues and profits of his condominium parcel, and this assignment shall become operative upon any default being made by said condominium parcel owner hereunder, and shall remain in full force and effect so long as any default continues to exist hereunder, and the Association shall have the right to enter upon the premises and collect the same directly from the occupants.

If the Association becomes the owner of the condominium parcel in question, it shall offer said parcel for sale, and whenever such a sale is consummated, it shall, from the proceeds received from said sale, deduct all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the law suit in question, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the condominium parcel in question, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repair and refurbishing of the condominium unit in question so that it could be sold. All monies remaining after deducting the foregoing items of expenses shall be returned directly to the former owner of the condominium parcel in question.

In the event of violation by the owner of a condominium parcel of any of the provisions of the Declarations of Condominium, Certificate of Incorporation, By-Laws or Rules and Regulations, as are now or hereafter constituted, the Association may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation. Should the Association be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

ARTICLE XII

Amendment

These By-Laws may be amended in the following manner as well as in the manner elsewhere provided:

Section 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.

Section 2. Resolution.

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members. Directors and members not present at the meeting considering the amendment may express their

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Section 2. Resolution. (Cont.)

approval in writing. Except as elsewhere provided, such approval must be either by

A. Not less than six (6) Directors and by not less than a majority vote of the members; or

B. Until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

Section 3. Agreement.

In the alternative, an amendment may be made by an agreement executed by all members and mortgagees in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

Section 4. Proviso.

No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses , unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment.

ARTICLE XIII

Arbitration

By virtue of his acceptance of the conveyance of his condominium parcel to him, each member has agreed to submit to arbitration any controversy or dispute arising concerning the construction of any of the By-Laws or any action on the part of the Board of Directors, in accordance with the terms and conditions of the Florida Arbitration Code (now designated as Chapter 682, Florida Statutes), as they may exist at the time such dispute arises.

ARTICLE XIV

Miscellaneous

Section 1.

The definitions of particular words and phrases contained in the Condominium Act (now Chapter 718, Florida Statutes), or in the Declarations of Condominium, shall apply to such words and phrases when used in these By-Laws.

Section 2.

Should any provision of these By-Laws be void or unenforceable in

REC 8021 PAGE 494

Section 2. (Cont.)

law or in equity, the remaining provisions shall nevertheless be and remain in full force and effect.

Section 3.

Any lien or other encumbrance upon or against a condominium unit or parcel in favor of the Association is hereby declared to be, and shall be, subject, subordinate and inferior to the lien of any mortgage encumbering such unit or parcel, where such mortgage is made to a bank, savings and loan association or life insurance company.

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

By: _____
HOWARD M. NEU, PRESIDENT

Attest:

_____
HEDY R. PURA, SECRETARY

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

I HEREBY CERTIFY that on this 3rd day of July, 1978, before me personally appeared HOWARD M. NEU and HEDY R. PURA, President and Secretary, respectively, of PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing By-Laws as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 3rd day of July, 1978.

_____
NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 30, 1979
BONDED THRU INSURANCE BONDING AGENCY

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

REC 8071 PAGE 465

86299009

CERTIFICATE OF AMENDMENT TO
DECLARATIONS OF CONDOMINIUM
PEBBLE SPRINGS CONDOMINIUM "D", INC., A CONDOMINIUM
AND
PEBBLE SPRINGS CONDOMINIUM "C", INC., A CONDOMINIUM

'86 AUG 13 AM 11:57

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Pebble Springs Condominium "D", Inc., A Condominium and Pebble Springs Condominium "C", Inc., A Condominium, as described in Book 5894 at Page 386 (Condominium "C") and Book 5944 at Page 381 (Condominium "D") respectively, of the Official Records of Broward County Florida were duly adopted in the manner provided in Article 27 of the Declarations, pursuant to the attached Resolutions, which are incorporated herein by express reference.

IN WITNESS WHEREOF, we have affixed our hands this 28 day of July, 1986, at Sunrise, Broward County, Florida.

By: Ginger Leff, President
Ginger Leff, President

Attest: Lee Gerke
Lee Gerke, Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 28 day of July, 1986 personally appeared Ginger Leff and Lee Gerke, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 16 1987
BONDED THRU GENERAL INSURANCE UND.

OFF. REC. 13642 PAGE 802

THIS INSTRUMENT PREPARED BY
ROBERT L. TANKEL, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
4500 North Andrews Avenue
P.O. Box 9057
Ft. Lauderdale, FL 33304

LAW OFFICES
BECKER, POLIAKOFF & STREITFELD, P.A. • 4500 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310-9057
TELEPHONE (305) 776-7550

17

RESOLUTION ADOPTING AMENDMENT TO DECLARATION OF CONDOMINIUM
PEBBLE SPRINGS CONDOMINIUM "C", INC., a Condominium

W I T N E S S E T H

WHEREAS, the Board of Directors of Pebble Springs Condominium Association, Inc., are and have been functioning as the Board of Directors and Association as said term is defined in the Declaration of Condominium of Pebble Springs Condominium "C", Inc., as contemplated in said Declaration; and

WHEREAS, three (3) of the five (5) condominiums located throughout the Pebble Springs community have previously voted to amend their respective Declarations of Condominium to clear up any misunderstanding as the corporate entity responsible for operation of those condominiums; and

WHEREAS, the owner/members of Pebble Springs Condominium "C", Inc., desire to effectuate a similar change and the Board of Directors of Pebble Springs Condominium Association, Inc., desire to do the same.

NOW THEREFORE, be it resolved as follows:

1. The above recitations are true and correct.

2. The Board of Directors of Pebble Springs Condominium Association, Inc., hereby consents to the amendments attached hereto as Exhibit "A" as true and correct amendments to the Declaration of Condominium of Pebble Springs Condominium "C", Inc., a Condominium.

By execution hereof, the unit owner/members of Pebble Springs Condominium "C", Inc., hereby agree to such change.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as shown below.

REC 3642 PAGE 803

Approval of Pebble Springs Condominium Association, Inc. by its Board of Directors was approved at a meeting of the Board held 6/4/86 by a vote of 6 to 0.

WITNESSES:

Director

Director

Director

Director

IN WITNESS whereof, the following unit owners/members of Pebbles Springs Condominium "C", Inc., hereby consent to the amendments attached hereto as Exhibit "A".

WITNESSES:

Member

Member

Member

Member

OFF. REC. 13642 PAGE 804

EXHIBIT "A"

Proposed Amendments to Declaration of Condominium of Pebble Springs Condominium "C", a Condominium.

Additions and Deletions.

1. Definitions Section.

Association: Association or Corporation means the entity responsible for the operation of this condominium which entity is Pebble Springs Condominium Association, Inc. ~~Pebble Springs Condominium "C", Inc.~~

. . . .

K) The name of the Association is Pebble Springs Condominium Association, Inc., ~~PEBBLE SPRING CONDOMINIUM "C", INC.~~

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

REC 13642 PAGE 805

THIS INSTRUMENT PREPARED BY
ROBERT L. TANKEL, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
6520 North Andrews Avenue
P.O. Box 9057
Ft. Lauderdale, FL 33310

RETURN TO:
BECKER, POLIAKOFF & STREITFELD, P.A.
6520 N. ANDREWS AVE. P.O. BOX 9057
FT. LAUDERDALE, FLA. 33310

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
PEBBLE SPRINGS "D" CONDOMINIUM ASSOCIATION, INC.

88031105

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Pebble Springs "D", a Condominium, as described in Book 5944 at Page 381 of the Official Records of Broward County, Florida were duly adopted in the manner provided in Article XXVII of the Declaration of Condominium at a meeting held of the membership of Pebble Springs "D" December 16, 1987.

IN WITNESS WHEREOF, we have affixed our hands this 11th day of January, 1988 at City of Tamarac, Broward County, Florida.

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

On this 11th day of January, 1988, personally appeared _____ and _____, and acknowledged that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

_____
Notary Public

My Commission Expires:

BK15141PG 284

13-
20

AMENDMENTS TO
THE DECLARATION OF CONDOMINIUM OF
PEBBLE SPRINGS CONDOMINIUM "D" INC.

(additions indicated by underlining, deletions by"----",
and unaffected language by . . .)

11. Each unit is hereby restricted to residential use by the owner thereof, his immediate family, guests and invitees. No person under the age of thirteen (13) years of age shall be permitted to reside in any unit for more than thirty (30) days in any twelve-month period. No owner of any unit shall permit use of the same for transient, hotel or commercial purposes.

25. In order to maintain and promote the congenial and cooperative character of the group of unit owners and to protect and sustain the value of this condominium and the units thereof, no unit may be disposed of except in accordance with the following provisions, with which all unit owners (other than the Developer) do hereby covenant and agree to abide and which shall be binding upon their successors and assigns:

i. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner. No unit owner may sell his or her unit to a corporation.

ii. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit Owner. The owner may not lease his or her unit during the first two (2) years of ownership. Leases must be for a minimum of one (1) year and no owner may lease his or her unit more than once in any twelve (12) month period.

. . .

3. Approval of corporate owner or purchaser.

Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, ~~if the unit owner or purchaser of a unit is a corporation,~~ the approval of ownership by the corporation ~~may be conditioned by requiring that all persons occupying the unit be also approved by the Association.~~ will be denied.

36. Compliance and default.

. . .

iv. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or its guests, relatives or lessees, in the manner provided herein.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining where there is probable cause that any of the provisions of the Declaration of Condominium: the Articles of Incorporation these By-Laws, and the rules and regulations of the Association, regarding the use of units, common elements, or Association property, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report

BK1514PG285

same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also ~~specify, and it is hereby provided,~~ that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty ($50.00) Dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the unit owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(d) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association's documents: including but not limited to legal action for damages or injunctive relief.

BK15141PG 286

LAW OFFICE

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

88031107

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws of Pebble Springs Condominium Association, Inc. as described in Book 8071 at Page 451 of the Official Records of Broward County, Florida, were duly adopted in the manner provided in Article XII of the By-Laws at a meeting of the membership of Pebble Springs held December 16, 1987.

IN WITNESS WHEREOF, we have affixed our hands this 11th day of January, 1988, at the City of Sunrise, Broward County, Florida.

By: Ginger Zeff
President

Attest: Fee Geske
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 11th day of January, 1988, personally appeared Ginger Zeff and Fee Geske, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Ellen J. Mascot
Notary Public

My Commission Expires:

BK15141PG290

LAW OFFICES

AMENDMENTS TO
THE BY-LAWS OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

(additions indicated by underlining, deletions by"----",
and unaffected language by . . .)

ARTICLE IX

Leasing and Sub-Leasing

1. A. The primary object of the corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a metter of discretionary decision by the Board of Directors, and every lease, lease renewal or sublease of a condominium unit is subject to the approval of the Board of Directors as set forth in the Declaration of Condominium. The Board of Directors shall have the right to require that a uniform form of lease shall be used and for a minimum term of not less than <u>one (1) year</u> ~~six (6) months~~ and only <u>one (1)</u> ~~two (2)~~ leases within a twelve (12) month period shall be allowed for any one individual unit.

2. C. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the use, lease or sub-lease of a unit by a corporation shall be <u>prohibited.</u> ~~conditioned by requiring that all persons occupying the unit be approved by the Board of Directors, prior to occupancy. Prior written notice of such intended use of a unit by any corporation shall be submitted to the Board of Directors in accordance with the provisions of these By-Laws.~~

3. ARTICLE XI

Default

. . .

In the event of violation by the owner of a condominium parcel of any of the provisions of the Declarations of Condominium, Certificate of Incorporation, By-Laws or Rules and Regulations, as are now or hereafter constituted, the Association may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation <u>or fine the unit owner pursuant to the Declaration of Condominium(s).</u> Should the Association be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

BK1511PG1291

97-159787 T#001
03-28-97 04:31PM

Prepared by:
Kaye & Roger, P.A.
6261 N.W. 6th Way, Suite 103
Fort Lauderdale, FL 33309

CERTIFICATE OF AMENDMENT
DECLARATIONS OF CONDOMINIUM AND BY LAWS
OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws, an exhibit to the Declarations of Condominium of Pebble Springs Condominium "A", "B", "C", "D" and "E" and the Declarations, as follows:

Declaration	O.R. Book	Page
Pebble Springs Condominium "A", Inc.	4942	16
Pebble Springs Condominium "B", Inc.	5941	868
Pebble Springs Condominium "C", Inc.	5894	386
Pebble Springs Condominium "D", Inc.	5944	381
Pebble Springs Condominium "E", Inc.	5944	433

of the Public Records of Broward County, Florida were duly adopted in accordance with the documents.

IN WITNESS WHEREOF, we have affixed our hands this 21st day of February, 1997, at 4960 NW 80 Ave, Sunrise FL, Broward County, Florida.

By: Micki Grabin, Pres
Print: MICKI GRABIN
Attest: Geraldine M. Wayne
Print: GERALDINE M. WAYNE

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 21 day of February, 1997, by Micki Grabin as President and Geraldine M. Wayne as Secretary of Pebble Springs Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:
sign _____
print BRIAN HALFHIDE
State of Florida at Large

My Commission Expires:

BRIAN J HALFHIDE
Notary Public State of Florida
My Comm. Exp. 10/20/00
Comm#: CC594433

OR 26126 0614

3-17-97

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF
PEBBLE SPRINGS CONDOMINIUM "A", "B", "C", "D" and "E"
AND TO THE BY-LAWS OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . .")

TO THE DECLARATION

25. In order to maintain and promote the congenial and cooperative character of the group of unit owners and to protect and sustain the value of this condominium and the units thereof, no unit may be disposed of with which will unit owners (other than the Developer) do hereby covenant and agree to abide and which shall be binding upon their successors and assigns:

. . .

ii. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit Owner. The owner may not lease his or her unit during the first two (2) years of ownership. Leases must be for a minimum of one (1) year and no owner may lease his or her unit more than once in any twelve (12) month period. Notwithstanding anything to the contrary contained herein, no more than 10% of the units of the Condominium may be leased at any one time. The Board of Directors shall from time to time establish procedures to determine eligibility for rental among the unit owners wishing to do so. Notwithstanding anything to the contrary contained herein, no Owner may sell or otherwise convey any interest in a unit until title has been held for a period of twelve (12) months.

. . .

26. Compliance and default.

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

. . .

ii. Costs and attorneys' fees.

In any proceeding arising because of alleged failure of

BK2621PG0615

a unit owner to comply with the terms and the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court. In the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules of the Association, and the owner of the unit complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorneys fees so incurred from the owner of the unit, regardless of whether litigation is necessary for the enforcement. The costs and attorneys fees so incurred shall be deemed to be a special assessment against the unit and shall be collectible in the same fashion as any other assessment as provided in Article 24 hereunder.

. . .

TO THE BY-LAWS

ARTICLE II
Directors

. . .

Section 5. Powers.

Property and business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of these condominiums as are not by statute or by the Certificate of Incorporation, the Declarations of Condominium, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to the following:

. . .

k) To charge a transfer fee to offset the expenses related to reviewing applications for the sale and/or leasing of units in an amount not to exceed the highest amount allowable under the law, as it may be amended from time to time.

. . .

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

BK26212PG0616

74-204441

D E C L A R A T I O N

OF

C O N D O M I N I U M

OF

PEBBLE SPRINGS CONDOMINIUM "E", INC.

A CONDOMINIUM

LOCATED AT N. W. 88th Avenue, North of
Oakland Park Boulevard, CITY OF SUNRISE,
BROWARD COUNTY,
FLORIDA

74 SEP 25 AM 10:52

OFF. REC. 5314 PAGE 433

DEFINITIONS

As used in this Declaration of Condominium, unless the context otherwise requires, the following definitions shall prevail:

Assessments: Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

Association: Association or Corporation means the entity responsible for the operation of this condominium, which entity is PEBBLE SPRINGS CONDOMINIUM "E", INC.

By-Laws: By-Laws means the by-laws of said corporation as they exist from time to time.

Common Elements: Common Elements means the elements not being parts of the units, for which the unit owners are liable to the Association, as further defined on Page 5 of the Declaration.

Common Expenses: Common Expenses means the expenses for which the unit owners are liable to the Association.

Common Surplus: Common Surplus means the excess of all receipts of the Association, including, but not limited to assessments, rent, profits and revenues on account of the common elements, over the amount of common expenses.

Condominium Parcel: Condominium Parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

Condominium Property: Condominium Property means the land hereinafter submitted to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

This Instrument Was Prepared By:
RICHARD J. HAYS
608 Ainsley Building
Miami, Florida 33132

108.00

Limited Common Elements: Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

Condominium Unit: Condominium unit means a part of the condominium property which is to be subject to private ownership.

Unit Owner or Parcel Owner: Unit owner or parcel owner means the owner of a condominium parcel.

WHEREAS, SPRING-MANK VENTURE, a joint venture of Sidney Mank Enterprises, Inc., and MGIC-Janis Properties, Inc., hereinafter referred to as the "Developer" owns certain real property herein described; and

WHEREAS, said Developer has improved or will improve the property hereinafter described by constructing thereon one multi-family structure containing a total number of sixteen (16) apartments or units, which structures have been or will be constructed substantially in accordance with the plans and specifications prepared by JAMES K. LEE, Architect, Fort Lauderdale, Florida, filed with the Building Department of the City of Sunrise, Florida;

(See legal description attached as Exhibit 2)

NOW, THEREFORE, the Developer does, pursuant to the provisions of the Condominium Act, being Chapter 711, Florida Statutes, hereby make this Declaration as to the following matters:

(A) The Developer does hereby submit the above described property and improvements thereon to condominium ownership.

(B) The name by which this condominium is to be identified is:

PEBBLE SPRINGS CONDOMINIUM "E", INC.,

a condominium.

(C) The legal description of the land included in this condominium is set forth above.

(D) Each condominium unit is identified by a different number, so that no unit bears the same designation as any other unit, such designated numbers being shown on such units as contained in the exhibits attached hereto.

OFF. REC. 5944 PAGE 434

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

PAGE 434

(E) Attached hereto, made a part hereof, and marked Exhibit No. 2, is a survey of the land and a graphic description of the improvements in which units are located, and a plot plan thereof which, together with this Declaration, identify the common elements, the limited common elements, each unit and their relative locations and approximate dimensions.

(F) The undivided shares, stated in percentages, in the common elements which are appurtenant to each of the units are as follows:

BUILDING NO.	APT. NO.	UNIT SHARE
5	1A	6.627
5	1B	6.004
5	1C	5.742
5	1D	5.742
5	1E	6.004
5	1F	6.627
5	1G	6.627
5	1H	6.627
5	2A	6.627
5	2B	6.004
5	2C	5.742
5	2D	5.742
5	2E	6.004
5	2F	6.627
5	2G	6.627
5	2H	6.627

(G) The proportions or percentages and manner of sharing common expenses and owning common surplus are as follows: Each unit owner shall bear and be responsible for such portion of the common expenses as is equal to the percentage of his unit's share of the common elements hereinabove set forth in paragraph (F); and, similarly, each unit owner shall own an undivided interest in the common surplus equal to the aforesaid respective percentage in the common elements.

OFF. REC. 5944 PAGE 435

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

(H) Voting rights of owners of units are set forth in the By-Laws of the Association.

(I) The method of amendment of this Declaration is set forth hereinafter in this Declaration; provided, however, that notwithstanding said method of amendment of this Declaration, the Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units so long as the Developer owns the units so altered, and if more than one unit is involved in any such change made by the Developer, then the Developer shall apportion between or among each unit the respective shares of the common elements which are appurtenant to such units, and any amendment of this Declaration reflecting such changes by the Developer need be signed and acknowledged only by the Developer and need not be signed or approved by the Association, unit owners, lienors or mortgagees of the units or of the condominium. If any unit which will be affected by the foregoing reservation of the Developer to make changes thereto is encumbered by a mortgage, then no such change shall be made to such unit without the prior written consent of the mortgagee.

(J) The By-Laws are those of the Association, a copy of which is attached hereto and made a part hereof.

(K) The name of the Association is PEBBLE SPRINGS CONDOMINIUM "E", INC.

(L) Additional provisions of this Declaration are as follows:

1. Each of the units shall constitute a separate freehold estate consisting of the area or space contained within the following boundaries.

i. Horizontal Boundaries.

The upper and lower boundaries of the units shall be:

Upper Boundary - The plane of the undersurface of the P.S.I. concrete roof beams.

Lower Boundary - The plane of the undersurface of the floor slab.

ii. Vertical Boundaries.

The vertical boundaries of the units shall be:

OFF. REC. 5914 PAGE 436

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG. 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

PAGE 436

Exterior Building Walls - The exterior of the outside walls of the building bounding a unit and where there is attached to the building a loggia, terrace, canopy or other portion of the building serving only the unit being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereof.

Interior Building Walls - The center line of the wall bounding a unit.

2. The common elements shall include all of the property hereinabove described other than the condominium units and shall also include, without limitation, all portions of the multi-family building lying outside of the boundaries of the units, and all conduits, pipes, ducts, plumbing, wiring and other facilities, and if any of the same shall pass through a unit or units, then such common elements shall also include easements through such units for maintenance, repair and replacement thereof; provided, however, that all of the foregoing constituting the common elements is expressly limited to those elements common to or serving more than one unit, so that the common elements do not include conduits, pipes, ducts, plumbing, wiring, air conditioning equipment or any other facilities which service or apply to only one unit although located in the common elements.

3. Limited common elements shall mean and include those portions of the common elements consisting of the designated automobile parking spaces and driveways, as shown on the exhibits attached hereto.

4. From and after the time that the Developer shall cease to own any of the units in this condominiumthe respective undivided shares of the common elements assigned to the unit owners in this Declaration, as it may be amended pursuant to the terms hereof, shall not be changed except with the unanimous consent of all unit owners and mortgagess.

5. No unit may be divided or subdivided into a smaller unit than as shown on Exhibit 2 attached hereto, nor shall any portion thereof be added to or incorporated into any other unit. The undivided interest in the common elements declared to be an appurtenance to each unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from said unit, and the undivided interest in common elements appurtenant to each unit, shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such unit. Any instrument conveying, devising, encumbering or otherwise dealing with any unit which describes said unit by the unit number assigned thereto in Exhibit 2 without limitation or exception, shall be deemed and construed to affect the entire unit and its appurtenant undivided interest in the common

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elements. Nothing herein contained shall be construed as limiting or preventing ownership of any unit and its appurtenant undivided interest in the common elements by more than one person or entity.

6. The common elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of units in this condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended subject, however, to rules and regulations established by the Association.

7. If any unit shall encroach upon any common element for any reason not caused by the purposeful or negligent act or omission of the unit owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment for so long as such encroachment shall naturally exist; and if any portions of the common elements shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the common elements into such unit for so long as such encroachment shall naturally exist.

8. The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

9. The owner of each unit shall have an exclusive easement for the use of the air space occupied by said unit as it exists at any particular time and as said unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

10. The Association shall administer, operate and manage this condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation and the By-Laws of said corportation. A true copy of the Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as Exhibits 1 and 2 respectively. The owner of each unit shall automatically become a member of the Association upon his acquisition of an ownership interest in title to any unit and its appurtenant undivided interest in common elements and limited common elements, and the membership of such owner shall terminate automatically upon his being divested of such ownership interest in the title to such unit, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any unit shall be entitled, by

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virtue of such lien, mortgage or other encumbrance, to membership in the Association, or to any of the rights or privileges of such membership. In the administration, operation and management of this condominium, said Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the units, common elements and limited common elements as the Board of Directors of the Association may deem to be in the best interests of this condominium. The owner (whether consisting of one or more persons or entities) of each unit shall be entitled to one vote at any meeting or in any other action of the Association, as more fully set forth in its By-Laws.

11. Each unit is hereby restricted to residential use by the owner thereof, his immediate family, guests and invitees. No owner of any unit shall permit use of the same for transient, hotel or commercial purposes.

12. Every owner of a condominium parcel does hereby agree that he shall accept membership in the Association and does hereby agree to be bound by the By-Laws, including Rules and Regulations of the Association, the Certificate of Incorporation of the Corporation, and this Declaration, and to pay the assessments the Association requires to be paid; it being understood and agreed that the owner's agreement to accept membership in the Association and to be bound by said By-Laws, Rules and Regulations, Certificate of Incorporation and this Declaration, and to pay assessments was part of the consideration for the sale by the Developer of the particular condominium parcel and for each succeeding transfer thereof.

13. No immoral, improper, offensive or unlawful use shall be made of any unit or of the common elements, or of the limited common elements, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of this condominium shall be observed. No owner of any unit shall permit or suffer anything to be done or kept in his unit, or on the common elements or on the limited common elements, which will increase the rate of insurance on the condominium, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a unit, or which interferes with the peaceful possession and proper use of any other unit, or the common elements, or the limited common elements.

14. In case of any emergency originating in or threatening any unit, regardless of whether the owner is present at

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the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under the control of the Association a key to his unit.

15. Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration or repair to any portion of the common elements, or to go upon any limited common elements for such purpose, the owner of each unit shall permit the duly authorized agent of the Association to enter such unit, or to go upon the limited common elements constituting an appurtenance to any such unit, for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

16. No owner of a unit shall permit to be made any structural modification or alteration in his unit without first obtaining the written consent of the Association. No owner shall cause any improvements or changes to be made to the exterior of the building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the building, or in any manner change the appearance of any portion of the building not within the boundaries of his unit, without the written consent of the Association being first had and obtained.

17. The Association shall have the right to make or cause to be made such alterations or improvements to the common elements which do not prejudice the rights of the owner of any unit, provided the making of such alterations and improvements are approved by the Board of Directors of the Association. The cost of such alterations or improvements shall be assessed as common expenses to be assessed and collected from all of the owners of units. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a unit or units requesting same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the unit or units exclusively or substantially exclusively benefitted, and the assessment shall be levied in such proportion as may be determined by the Board of Directors of the Association.

18. The owner, at his expense, shall maintain and keep in repair the interior of his unit, including the fixtures thereof and the conduits, pipes, ducts, plumbing,

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wiring, air conditioning equipment and any other facilities which service or apply to his unit although located in the common elements. The owner of each unit must promptly correct any condition within his unit (or in the common elements if the condition requiring correction is one which the owner is obligated to repair) which, if left uncorrected, would adversely affect the apartment building or any part thereof belonging to another unit owner. If the building or any other unit owner should sustain damages because of another owner's failure to correct a condition the correction of which is his responsibility, such defaulting owner shall be liable and responsible for the damages and liability which his action or non-action occasioned.

19. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the common elements and limited common elements, including those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements and the limited common elements for the furnishing of utility services to the units and the common elements and limited common elements, but such responsibility of the Association for maintenance, repair and replacement shall not extend to any conduits, pipes, ducts, plumbing, wiring, air conditioning equipment or other facilities which service or apply to an individual unit although located in the common elements. Should any incidental damage be caused to any unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any common element or limited common element, the Association shall, at its expense, repair such incidental damage. Notwithstanding the foregoing duty of the Association for maintenance, repair and replacement, the Association shall not be liable (other than for the cost of maintenance, repair and replacement) for any injury or damage caused by the elements or other casualty or by any latest condition of the property to be maintained by the Association.

20. Upon his acquiring ownership of a unit, the unit owner shall have the exclusive right to use the parking space designated with the same number as that of his unit, and such exclusive right shall be an appurtenance to said unit.

The aforesaid limited common elements consisting of the aforesaid exclusive right to use a designated parking space and the aforesaid right to use the same shall not be conveyed or encumbered voluntarily or involuntarily, separately from the unit or units to which they are appurtenant. Any conveyance or transfer of, or mortgage or other lien against, a unit shall include the right of the owner of such unit to use the limited common elements, as hereinabove set forth, in the same manner as the respective undivided share of common elements appurtenant to such unit is included.

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21. Risk of loss of or damage to any personal property (other than personal property constituting a portion of the common elements) owned by or in the possession of the owner of a unit which may be in any unit or in or upon common elements or limited common elements shall be borne by such unit owner. The owner of a unit shall have no personal liability for any damages caused by the Association or in connection with the use of the common elements or limited common elements. The owner of a unit shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within his house.

22. The insurance to be carried on the condominium property shall be governed by the following provisions:

i. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and provisions may be made for the issuance of certificates of mortgagee endorsements for the mortgagees and unit owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses.

ii. The coverage for such insurance policies to be carried by the Association shall be as follows:

(1) Casualty insurance covering all of the units, common elements and limited common elements in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, such coverage to afford protection against (a) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and (b) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to those in this condominium, including but not limited to vandalism, malicious mischief, windstorm and war risk insurance, if available;

(2) Public liability and property damage insurance in such amounts and in such form as shall be required by the Association to protect the Association and the owners of all units.

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(3) Workmen's Compensation insurance to meet the requirements of law;

(4) Such other insurance coverage as the Board of Directors of the Association may determine from time to time to be in the best interests of the Association and the owners of all of the units.

iii. Insurance premiums paid by the Association shall be a common expense, as shall be any other fees and expenses incurred by the Association in connection with carrying out these insurance provisions.

iv. The insurance coverage shall be placed with a company or companies authorized to do business in Florida which shall meet the requirements of all mortgagees in interest.

v. All insurance policies purchased by the Association shall be for the benefit of the Association and for the unit owners and mortgagees as their interest may appear, and shall provide that all proceeds coming from property losses shall be paid to the CITY BANK OF LAUDERHILL, Lauderhill, Florida, as Trustee, or to any other bank in Broward County, Florida, with trust powers as may be approved by the Board of Directors of the Association, such trustee being referred to herein as 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 duties 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 unit owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee:

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(1) Common elements.

Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share of the common elements appurtenant to his unit.

(2) Units

Proceeds on account of damage to units shall be held in the following undivided shares:

a. If the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit

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owner, which cost shall be determined by the Association.

b. When the building is not to be restored - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(3) Mortgagees.
If a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or contest the determination as to whether the property shall be reconstructed or repaired.

vi. The insurance proceeds received by the Insurance Trustee shall be distributed for the benefit of the beneficial owners in the following manner:

(1) Expenses of the trust.
All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(2) Reconstruction or repair.
If the damage for which the proceeds have been paid is to be repaired or the property reconstructed, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(3) Failure to reconstruct or repair.
If it is determined in a manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired or the property reconstructed, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(4) Certificate.
In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon the certificate of the Association as to the names of the unit owners and their respective shares of the distribution.

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(5) Insurance proceeds which are paid for loss of or damage to personal property belonging to the Association shall be paid by the Insurance Trustee to the Association. The balance remaining after the Association shall have replaced or repaired such lost or damaged personal property or the entire such proceeds if the Association shall determine not to repair or replace such personal property shall be paid to the owners of all units and their respective mortgagees in the same manner as hereinabove provided in subparagraphs (2) and (3) of this paragraph.

vii. Association agent. The Association is hereby irrevocably appointed Agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium unit, to adjust all claims arising from any insurance policy purchased by the Association and to execute and deliver releases upon the payment of claims.

23. i. If any part of the condominium property shall be damaged by casualty, it shall be repaired or reconstructed unless it is determined, as elsewhere provided, within thirty (30) days after the casualty, that the condominium shall be terminated. The Insurance Trustee may rely on a certificate of the Association to determine whether the damaged property is to be repaired or reconstructed.

ii. The damaged portions of the condominium property shall be repaired or reconstructed substantially in accordance with the original plans and specifications applicable to such damaged portions.

iii. If the damage is only to those parts of one unit or items in common elements for which the responsibility for maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair shall be that of the Association.

iv. The Board of Directors of the Association shall obtain reliable and detailed estimates of the cost of repair and reconstruction. Such estimates shall be used to determine, in the first instance, the amount required to be placed in the construction fund.

v. If the proceeds of insurance are not sufficient to pay for the cost of reconstruction or repair by the Association, or if at any time during reconstruction or repair, or upon completion of reconstruction or repair, the funds for the payment of the cost thereof shall be insufficient, assessments shall be made against the unit owner who owns the damaged unit or is responsible for repair of damaged items in common elements

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and against all unit owners in the case of damage to common elements in sufficient amount to provide funds for the payment of such costs. Such assessments against unit owners individually shall be in proportion to the cost of reconstruction and repair of their respective units and the respective items in common elements for which they are individually responsible. Such assessments on account of damages to common elements shall be in proportion to the unit owner's share in the common elements. The sums paid on such assessments shall be paid by the Association to the Insurance Trustee.

vi. The funds for payment of costs of reconstruction and repair (sometimes referred to herein as "the construction fund") shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, and shall be disbursed for the payment of such costs in the following manner:

a. A portion of the insurance proceeds representing damage for which the responsibility for reconstruction and repair lies with the unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement to such unit, then to the unit owner and the mortgagee jointly, who may use said proceeds as they may be advised.

b. With respect to the damage for which the responsibility for reconstruction and repair lies with the Association, the construction fund shall be disbursed in the manner required by the Board of Directors of the Association, upon the approval of an officer or agent of the Association or upon the approval of an architect practicing in Broward County, Florida, or both.

c. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair are from insurance proceeds. If there is a balance in the construction fund after payment of all costs of 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 the 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.

d. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether the disbursements from the construction fund are to be upon the order of the

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Association or upon the 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 unit owners. Instead the Insurance Trustee may rely upon the certificate of the Association made by its president and secretary as to any or all of such matters, 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; 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 fund requires the approval of an architect named by the Association, such approval shall be first obtained by the Association.

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

i. Common expenses shall include the expenses of the operation, maintenance, repair and reconstruction or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as common expense by this Declaration, the By-Laws or by the Condominium Act, Chapter 711, Florida Statutes.

ii. Funds for the payment of common expenses shall be assessed against unit owners, and the common surplus shall be owned by unit owners, in the same respective proportions as the undivided shares in the common elements appurtenant to the respective units, as hereinabove set forth.

iii. A unit owner, regardless of how title is acquired, including without limitation the purchaser at a judicial sale (other than a first mortgage foreclosure sale) shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

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iv. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest or late charges, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid, together with late charge of five ($5.00) dollars per month. All payments on account of past due assessments shall be first applied to interest, then to late charges and then to the assessment payment first due.

v. The Association is hereby given and granted a lien against the condominium parcel for unpaid assessments levied by the Association against the owner of such parcel. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such lien shall also secure interest and late charges on unpaid assessments or installments thereof, as herein set forth. A lien shall commence from the date of recordation in the Public Records of Broward County, Florida.

vi. In any foreclosure of a lien for assessments, the owner of a unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

vii. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessments are made.

viii. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid in the condominium parcel at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

ix. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the condominium parcel as a result of foreclosure the first mortgage (or by deed in lieu of foreclosure), such acquirer of title, his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of

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such parcel which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns.

x. The owner, mortgagee or other lienor of a unit shall have the right to require from the Association a certificate showing the amount of unpaid assessments with respect to that condominium parcel. Any person other than the owner who relies upon such Certificate shall be protected thereby.

25. In order to maintain and promote the congenial and cooperative character of the group of unit owners and to protect and sustain the value of this condominium and the units thereof, no unit may be disposed of except in accordance with the following provisions, with which all unit owners (other than the Developer) do hereby covenant and agree to abide and which shall be binding upon their successors and assigns:

i. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner.

ii. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit owner.

iii. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

iv. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

v. If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

vi. The approval of the Association which is required for the transfer or ownership of units shall be obtained in the following manner:

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(1) Notice to Association:

a. Sale.

A unit owner intending to make a bona fide sale of his unit 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 unit owner's option may include a demand by the unit 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.

b. Lease.

A unit owner intending to make a bona fide lease of his unit or any interest therein 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 lessee as the Association may reasonably require, and an executed copy of the proposed lease.

c. Gift; devise or inheritance; other transfers.

A unit 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 unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

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d. 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 a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership,

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the Association shall proceed as if it had received the required notice on the date of such disapproval.

(2) Certificate of approval.

a. 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 of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida.

b. Lease.

If the proposed transaction is a lease, 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 of the Association in recordable form and shall be delivered to the lessee.

c. Gift; devise or inheritance; other transfers.

If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the unit owner and shall be recorded in the Public Records of Broward County, Florida.

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3. Approval of corporate owner or purchaser.

Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, if the unit owner or purchaser of a unit is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the unit be also approved by the Association.

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vii. Disapproval by Association.

If the Association shall disapprove a transfer or ownership of a unit, the matter shall be disposed of in the following manner:

(1) Sale.

If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase by the Association or by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit under the following terms:

i. 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 unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

ii. The purchase price shall be paid in cash.

iii. The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

iv. If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

OFF. REC. 5914 PAGE 452

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

(2) Lease.

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

(3) Gifts, devise or inheritance; other transfers.

If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase by the Association or a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) 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 unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price shall be paid in cash.

c. The sale shall be closed within ten (10) days following the determination of the sale price.

d. 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.

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viii. Mortgage.

No unit owner may mortgage his unit nor any interest therein without the approval of the Association except to a bank, life insurance company or a federal savings and loan association; and, any such mortgage made to any such institution shall secure an indebtedness in an amount not to exceed ninety (90%) per cent of the

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fair market value of the unit at the time of the execution of such mortgage, except that such indebtedness limitation shall not apply to the mortgage obtained by the unit owner in connection with and as part of the original sale of the unit by the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

ix. Exceptions.

The foregoing provisions of this Section 25 shall not apply to a transfer to or 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 unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title 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 acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit 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.

x. 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.

xi. Notice of lien or suit.

a. Notice of lien.

A unit owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special
q assessments within five (5) days after the attaching of such lien.

b. Notice of suit.

A unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner received knowledge thereof.

c. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

OFF. REC. 5014 PAGE 454

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26. Compliance and default.

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

i. Negligence.

A unit 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. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements.

ii. Costs and attorneys' fees.

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

iii. No waiver of rights.

The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

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27. Amendments.

This Declaration of Condominium and the By-Laws of the Association may be amended in the following manner as well as in the manner elsewhere provided:

i. Notice.

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amend-

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 600 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6813

ment is considered.

ii. Resolution.

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 at the meetings considering the amendment may express their approval in writing. Except as elsewhere provided, such approval must be either by

a. not less than four (4) Directors and by not less than nine (9) votes of the members of the Association; or

b. until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

iii. Proviso.

No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration 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 units in the condominium shall join in the execution of the amendment.

iv. 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 formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Broward County, Florida.

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28. Termination.

The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

i. Agreement.

The condominium may be terminated at any time by the approval in writing of all of the record owners of the condominium, by all record owners of mortgages upon units therein owned by a bank, life insurance company or federal savings and loan association. 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 seventy-five (75%) per cent of the common elements, and of the record owners of all mortgages upon units in the condominium owned by a bank, life insurance company or a federal savings and loan association, are obtained 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 units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

a. Exercise of option.

The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased of an agreement to purchase signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall agree to purchase all of the units owned by the owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

b. Price.

The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) 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 units, and a judgment of specific performance of the sale

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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 sale price.

ii. Certificate.

The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

iii. Shares of Owners after termination.

After termination of the condominium, the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

iv. Amendment.

This section concerning termination cannot be amended without consent of all unit owners, of all owners of mortgages required to approve termination by agreement.

OFF. REC. 5944 PAGE 458

29. Until the Developer has sold all of the units in this condominium, it reserves the right to rent any one or more units without restriction. Until the Developer has sold all of the units in this condominium and all of the remainder of the property in the entire subdivision known as Parcel 2, Tract 17, SPRINGREE SUB., the Developer reserves the right to use one or more units in this condominium as model units or model apartments, to use one or more units in this condominium as a sales office, and to use such reasonable area either within or outside of a building in this condominium for the purpose of sales and promotion, the erection and maintenance of signs or other

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promotional visual materials and for the storing of same. The Developer shall be responsible for its share of common expenses attributable to the unit or units owned by the Developer.

30. Despite anything to the contrary contained herein, until one year from date hereof, whenever and each time that the Association shall have the right to purchase a unit or to supply a purchaser of a unit, the Association shall first offer such unit to the Developer for purchase upon the same terms and conditions as the proposed purchase under consideration, such offer shall be made to the Developer in writing, and the Developer shall have a period of five (5) days from receipt of such offer within which to accept or decline. If the Developer shall accept such offer and become such purchaser, then it may sell or lease such unit free of any restrictions herein set forth relating to the sale or lease of a unit.

31. All of the terms and provisions of this Declaration and of each and every exhibit attached hereto, shall be deemed to be, and shall be, covenants running with the land and shall be binding upon and inure to the benefit of all unit owners and their respective heirs, legal representatives, successors and assigns.

32. Severability.

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, or of the By-Laws or Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

33. Subsequent Development.

The Developer intends to construct other condominium units on Parcel 2, Tract 17, SPRINGTREE SUB., Broward County, Florida, which said unit owners will be using the common elements and recreation area provided for the unit owners under this Declaration, and the Developer reserves unto itself the right to later grant easements over the common elements to purchasers of units on said tract of land, which said additional units will be submitted to further Declarations of Condominium in various phases. All private roads, recreation areas and common elements will be maintained by the unit owners.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed this 19th day of September, 1974.

SPRING-MANK VENTURE, a joint venture of SIDNEY MANK ENTERPRISES, INC. and MGIC PROPERTIES CORPORATION

Witnesses:

By: _____
SIDNEY MANK ENTERPRISES, INC.

By: _____
MGIC PROPERTIES CORPORATION

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this 19th day of September, 1974, before me personally appeared Sidney Mank, President of SIDNEY MANK ENTERPRISES, INC., a corporation under the laws of the State of Florida, to me known to be the person who signed the foregoing Declaration of Condominium as such officer, and acknowledged the Execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 19th day of September, 1974.

Elaine Lamere Baker
Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1977
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this 19th day of September, 1974, before me personally appeared R. Craig Buster, Vice-President of MGIC PROPERTIES CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the person who signed the foregoing Declaration of Condominium as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 19th day of September, 1974.

Muriel Fisherman
Notary Public, State of Florida at Large

My Commission Expires:

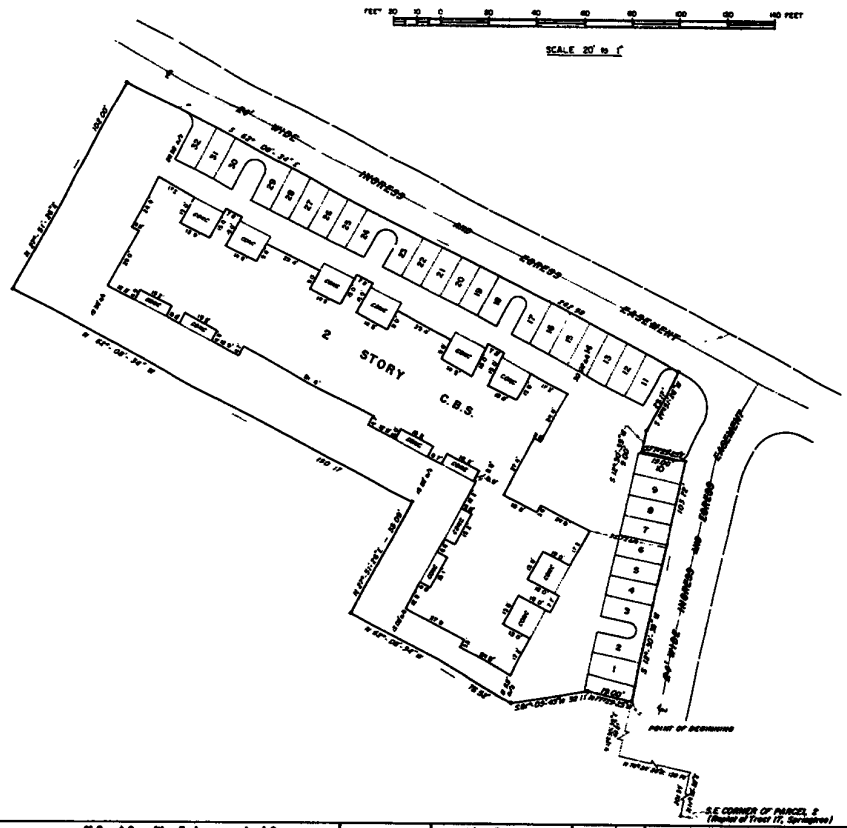
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 20, 1976
GENERAL INSURANCE UNDERWRITERS.

OFF REC 5944 PAGE 460

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PEBBLE SPRINGS CONDOMINIUM "E"

EXHIBIT No. 2



DESCRIPTION:

A portion of Parcel 2 of "A REPLAT OF TRACT 57, SPRINGTREE," according to the Plat thereof, As recorded in Plat Book 77, Page 6, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel 2; thence N 21° 33' 30" E, along the East line thereof, a distance of 201.55 feet; thence N 76° 26' 30" W, a distance of 135.74 feet; thence N 13° 33' 30" E, a distance of 46.01 feet to the Point of Beginning of this description; thence N 77° 20' 28" W, a distance of 19.00 feet; thence S 81° 09' 49" W, a distance of 30.11 feet; thence N 62° 08' 34" W, a distance of 76.39 feet; thence N 27° 51' 21" E, a distance of 35.00 feet; thence N 62° 08' 34" W, a distance of 190.17 feet; thence N 27°51' 26" E, a distance of 102.00 feet; thence S 62° 08' 34" E, a distance of 240.36 feet; thence S 27° 51' 26" W, a distance of 29.17 feet; thence S 13° 20' 28" W, a distance of 8.06 feet; thence S 77° 20' 28" E, a distance of 19.00 feet; thence S 13° 20' 28" W, a distance of 103.72 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Broward County, Florida.

NOTES:

1. Each of the Units shall constitute a separate freehold estate consisting of the area or space contained within the following boundaries:

   I. Horizontal Boundaries

   The upper and lower boundaries of the Units shall be:

   Upper Boundary - The plane of the undersurface of the P.P.I. concrete roof beams.

   Lower Boundary - The plane of the undersurface of the floor slab.

   II. Vertical Boundaries -

   The vertical boundaries of the unit shall be:

   Exterior Building Walls - The outer-most of the outside walls of the building bounding a unit and where there is attached to the building a screen, terrace, canopy or other portion of the building servicing only the unit being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereof.

   Interior Building Walls - The center line of the unit bounding wall.

2. The Common Elements shall include all of the property hereinabove described other than the condominium units and shall also include, without limitation, all portions of the multi-family building lying outside of the boundaries of the units, and all ... ..., pipes, ducts, plumbing, wiring and other facilities, and if any of th... ...ment shall pass through a unit or units, then such Common Elements shall also include Easements through such units for maintenance, repair and replacement thereof; provided, however, that all of the foregoing constituting the Common Elements is expressly limited to those elements Common to or serving more than one unit, so that the Common Elements do not include conduit, pipes, ducts, plumbing, wiring, air conditioning equipment or any other facilities which service or apply to only one unit although located in the Common Elements.

3. Limited Common Elements shall mean and include those portions of the Common Elements consisting of the designated numbered parking spaces and driveways as shown on the exhibits attached hereto.

CERTIFICATION:

This Certificate, made this 20th day of August, 1974, by the undersigned Engineering and Surveying firm authorized to practice in the provisions of Section 711.07 (1)(e) of the 1972 Florida Statutes, as amended, hereby certifies that the condominium document with the attached survey exhibit, plot description and other pertinent to construction thereof, together with the provisions of said Declaration of Condominium is a correct representation of the improvements described, and that there can be determined therefrom, the identification, location, dimension and size of the Common Elements and of each Apartment Unit.

DAVIS and CRAVEN, INC.

BY: [signature]
Registered Land Surveyor No. 2269
STATE OF FLORIDA

[illegible] prepared by JAMES

SHEET 1 OF 4 SHEETS

DAVIS and CRAVEN, Inc. — Civil and Consulting Engineers · Land Surveyors · Land Planners · Land Development Consultants
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURES
1400 E. OAKLAND PARK BLVD. – OAKLAND PARK – FT. LAUDERDALE, FLORIDA

SCALE 20' to 1"	DATE	BY	REVISION

DATE August, 1974
DRAWN BY: S.S.L.
CHECKED BY:
FB/PG.
JOB NO.

SITE PLAN
BUILDING No. 5

OFF. REC. 5914 PAGE 461

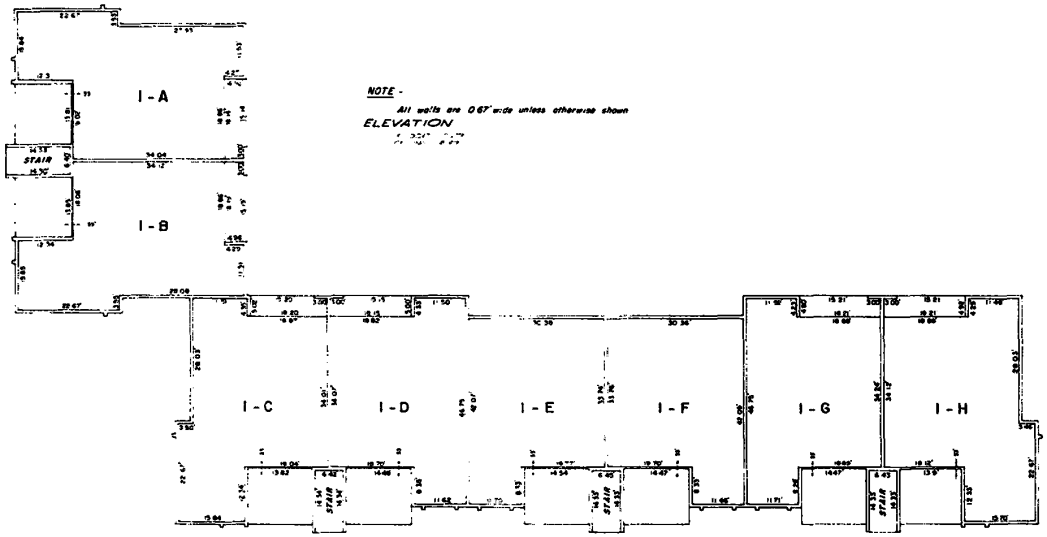
BK 59 PG 47

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BK 5914 PG 462

PEBBLE SPRINGS CONDOMINIUM "E"

GRAPHIC SCALE - 10 FEET TO 1 INCH

FIRST FLOOR



NOTE -
All walls are 0.67' wide unless otherwise shown

ELEVATION

SHEET 2 OF 4 SHEETS

DAVIS and CRAVEN, Inc. Civil and Consulting Engineers - Land Surveyors
Land Planners - Land Development Consultants
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE

DATE AUGUST, 1976

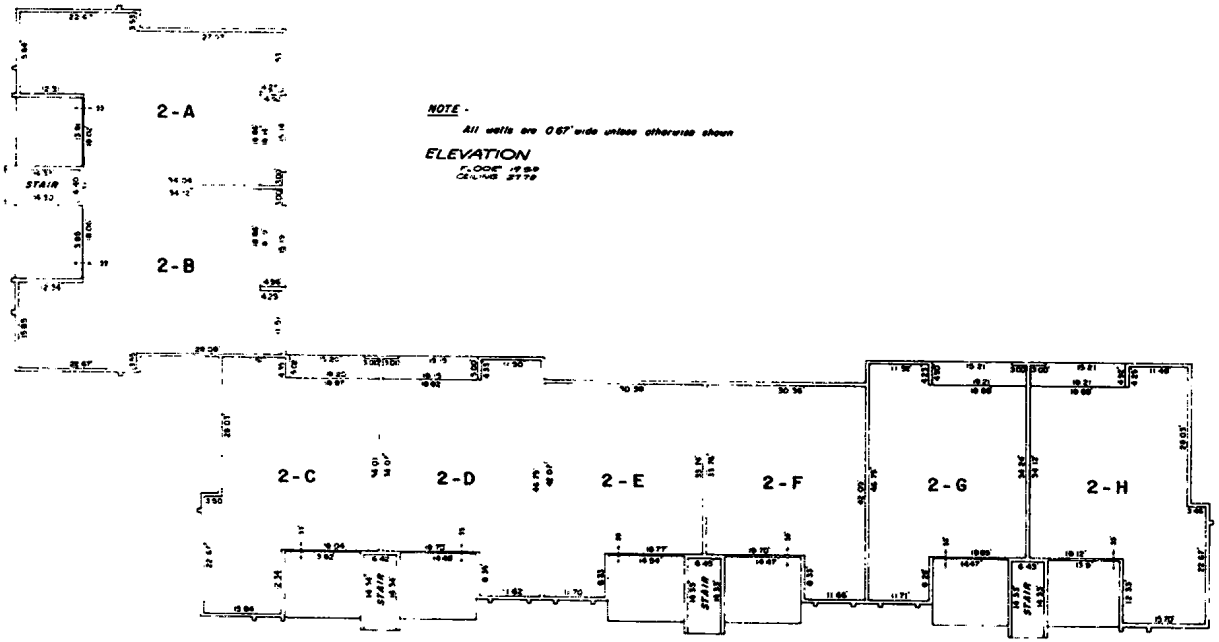
FLOOR PLAN , BUILDING NO. 5

PEBBLE SPRINGS CONDOMINIUM "E"

GRAPHIC SCALE 10 FEET TO 1 INCH

10 0 10 20 30 40 50

SECOND FLOOR



NOTE -
All walls are 0.67' wide unless otherwise shown

ELEVATION
FLOOR 19.92
CEILING 27.79

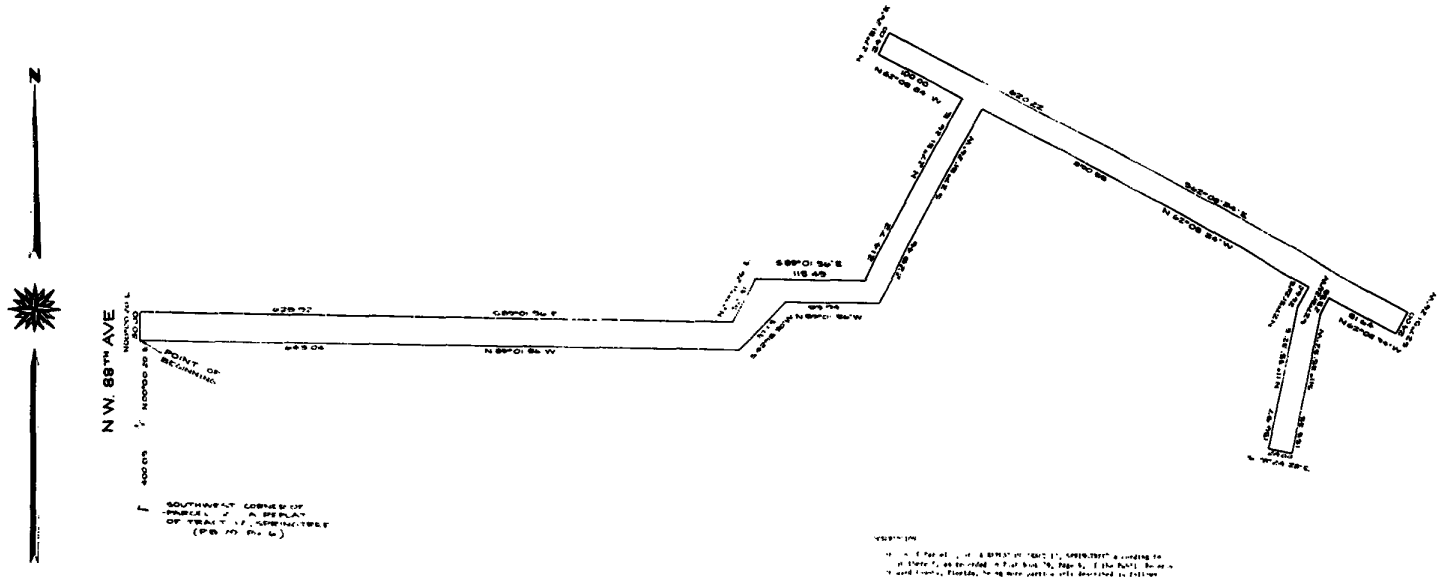
OFF. REC. 5944 PAGE 463

DAVIS and CRAVEN, Inc. Civil and Consulting Engineers · Land Surveyors
Land Planners · Land Development Consultants
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE

SHEET 3 OF 4 SHEETS

FLOOR PLAN , BUILDING NO. 5

PEBBLE SPRINGS CONDOMINIUM "E"



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SHEET 4 OF 4 SHEETS

DAVIS and CRAVEN, Inc. Civil and Consulting Engineers · Land Surveyors
Land Planners · Total Development Consultants
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE

SCALE	DATE	BY	REVISION
1" = 60'			

DATE
DRAWN BY
CHECKED BY
FB PG
JOB NO

INGRESS & EGRESS EASEMENT

ARTICLES OF INCORPORATION

-of-

PEBBLE SPRINGS CONDOMINIUM "E", INC.

Pursuant to the provisions of Chapter 617, Florida Statutes, the undersigned subscribers to these Articles of Incorporation hereby associate themselves together to form a corporation not for profit.

ARTICLE ONE - NAME

The name of this corporation is PEBBLE SPRINGS CONDOMINIUM "B", INC.

ARTICLE TWO - PURPOSE

The purpose for which this corporation is organized is for the operation of a condominium known as PEBBLE SPRINGS CONDOMINIUM "E", INC., a condominium, upon the real property in Broward County, Florida, more particularly described as follows:

(See legal description attached hereto as Exhibit 2)

This corporation is the non-profit corporation referred to in the Declaration of Condominium of the said condominium and also referred to in said Declaration as the "Association".

ARTICLE THREE - MEMBERS

The qualification of members is that they shall be record owners of units in said condominium. The membership of this corporation shall consist of all of the record owners of units in said condominium as they shall exist from time to time. After receiving the approval of this corporation, if the same shall be

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required by the provisions of said Declaration of Condominium or by the By-Laws of this corporation, change of membership in this corporation shall be established by the recording among the Public Records of Broward County, Florida, a deed or other instrument establishing a record title to a unit in said condominium and the delivery to this corporation of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of this corporation. The membership of the prior owner shall be thereby terminated.

1. If a unit in said condominium is owned by more than one person, or is under lease, the person entitled to be a member for such unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of this corporation.

2. If a unit in said condominium is owned by a corporation, then the member for such unit shall be designated by a certificate of appointment signed by the President or vice president and attested by the secretary or assistant secretary of such corporation, and filed with the secretary of this corporation. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or change in the ownership of the unit concerned.

ARTICLE FOUR - TERM OF EXISTENCE

The term for which this corporation is to exist is in perpetuity, unless the said condominium is terminated pursuant to the provisions of Chapter 711, Florida Statutes, and of the Declaration of Condominium of said condominium, and in the event of such termination, this corporation shall be dissolved.

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SEYMOUR J. SIMON RICHARD J. HAYS AND MOSES J. GRUNDWERG, 606 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

ARTICLE FIVE - SUBSCRIBERS

The names and residences of the subscribers hereto are as follows:

SIDNEY MANK	16511 N. E. 26th Avenue North Miami Beach, Florida
SEYMOUR J. SIMON	608 Ainsley Building Miami, Florida 33132
GERALD FREED	3260 University Drive City of Sunrise, Florida

ARTICLE SIX - OFFICERS

The affairs of this corporation are to be managed by a president, vice-president, secretary and treasurer, and such additional officers as may be specified in the By-Laws. One person may be elected to the offices of secretary and treasurer, if the directors so elect. The said officers shall be elected by the directors at the annual meeting of the Board of Directors, beginning with the annual meeting held in 1975.

ARTICLE SEVEN - FIRST OFFICERS

The names of the officers who are to serve until the first election are:

SIDNEY MANK..... President

SEYMOUR J. SIMON..... Secretary

GERALD FREED..... Treasurer

ARTICLE EIGHT - DIRECTORS

This corporation shall be governed by a Board of Directors consisting of five persons to be elected by the members from among the members. They shall be elected at the annual meeting of members beginning with the first annual meeting to be held in 1975. Until the first election, the Board of Directors shall consist of the following three persons:

SIDNEY MANK
SEYMOUR J. SIMON
GERALD FREED

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

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ARTICLE NINE - BY-LAWS

The initial By-Laws of this corporation are those annexed to the aforesaid Declaration of Condominium. Such By-Laws may be altered or rescinded in the manner provided in said Declaration and in conformity with the provisions of Chapter 711, Florida Statutes. (By not less than four (4) Directors and by not less than nine (9) votes of the members).

ARTICLE TEN - AMENDMENTS TO ARTICLES

Amendments to these Articles of Incorporation may be proposed by the Board of Directors and adopted by the members in the same manner as amendments to the By-Laws are provided for in said Declaration of Condominium. (By not less than four (4) Directors and by not less than (9) votes of the members).

ARTICLE ELEVEN - MERGER

This corporation shall have the right to merge or combine with another Florida corporation not for profit or other Florida corporations not for profit, provided that the purpose of such other corporation or corporations in the operation of a condominium or condominiums on real property located within the subdivision known as SPRINGTREE SUB., according to the Plat thereof, as recorded in Plat Book 79, at Page 6, of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 19th day of September, 1974.

Sidney Mank (SEAL)
SIDNEY MANK

Seymour J. Simon (SEAL)
SEYMOUR J. SIMON

Gerald Freed (SEAL)
GERALD FREED

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SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared SIDNEY MANK, SEYMOUR J. SIMON and GERALD FREED, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of September, 1974.

Elaine Somers Reber
Notary Public, State of Florida at Large

My Commission Expires:

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 606 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That PEBBLE SPRINGS CONDOMINIUM "E", INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of Sunrise County of Broward, State of Florida has named SIDNEY MANK located at 3260 University Drive, (Street address and number of building, Post Office Box address not acceptable) City of Sunrise, County of Broward, State of Florida, as its agent to accept service of process within this state.

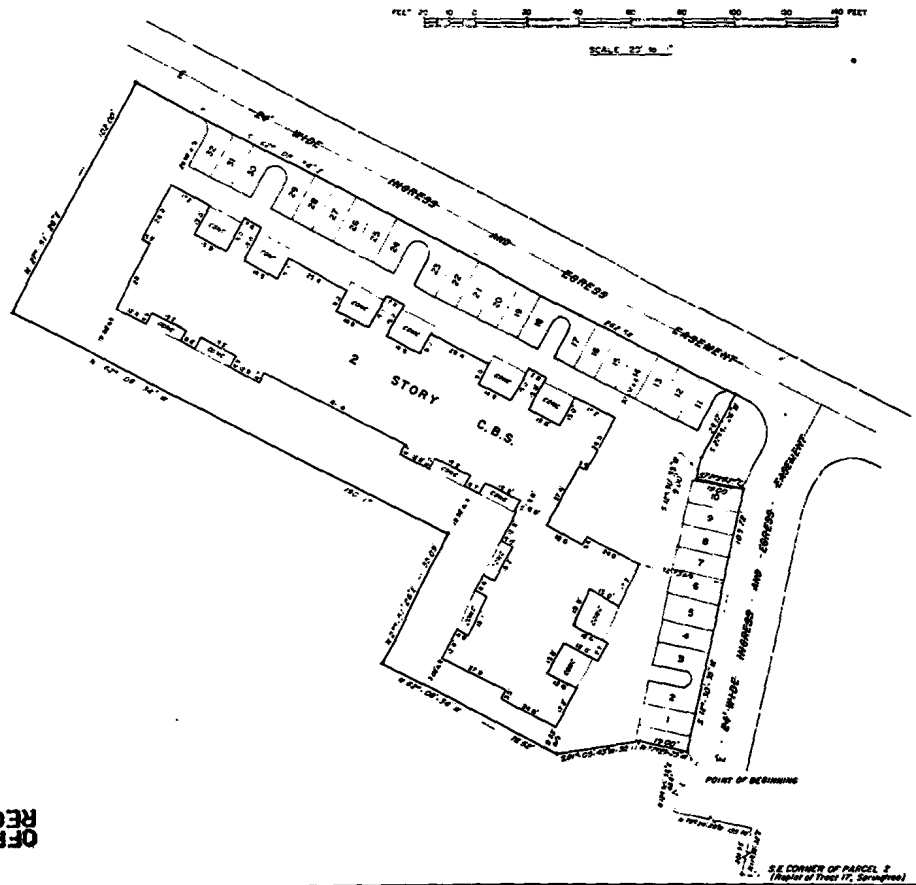
ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By Sidney Mank
SIDNEY MANK
(Resident Agent)

PEBBLE SPRINGS CONDOMINIUM "E"

EXHIBIT No. 2



DESCRIPTION:

A portion of Parcel 2 of "A REPLAT OF TRACT 17, SPRINGTREE," according to the Plat thereof, as recorded in Plat Book 79, Page 6, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel 2; thence N 11° 35' 32" E, along the East line thereof, a distance of 201.53 feet; thence N 78° 24' 28" W, a distance of 135.74 feet; thence N 12° 20' 33" E, a distance of 46.51 feet to the Point of Beginning of this description; thence N 77° 20' 33" W, a distance of 19.00 feet; thence S 81° 03' 43" W, a distance of 32.11 feet; thence N 63° 08' 24" W, a distance of 70.35 feet; thence N 21° 31' 24" E, a distance of 35.00 feet; thence N 68° 01' 24" W, a distance of 192.17 feet; thence N 27°31' 24" E, a distance of 102.00 feet; thence S 63° 08' 24" E, a distance of 242.53 feet; thence S 21° 31' 24" W, a distance of 29.17 feet; thence S 12° 20' 33" W, a distance of 9.00 feet; thence S 77° 20' 33" E, a distance of 10.00 feet; thence S 12° 20' 33" W, a distance of 132.72 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Broward County, Florida.

NOTES

1. Each of the Units shall constitute a separate freehold estate consisting of the area or space contained within the following boundaries:

I. Horizontal Boundaries

The upper and lower boundaries of the Units shall be:

Upper Boundary - The plane of the undersurface of the P.V.I. concrete roof beams.

Lower Boundary - The plane of the undersurface of the floor slab.

II. Vertical Boundaries -

The vertical boundaries of the unit shall be:

Exterior Building Walls - The exterior of the unit, being walls of the building bounding a unit and where there is attached to the building a screen, screen enclosure or other portion of the building serving only the unit being bounded, such boundaries shall be deemed to include all of such attached screen and screening thereof.

Interior Building Walls - The center line of the wall bounding unit.

2. The Common Elements shall include all of the property hereinabove described other than the unit (which units and shall also include, without limitation, all portions of the multi-family building lying outside of the boundaries of the units, and all [illegible] pipes, ducts, plumbing, wiring and other fixtures, whether any of the same [illegible] being the unit's part of walls, floors and ceilings); it being specifically also the intent hereof that all [illegible] be appurtenant, repair and replacement thereof, generally, however, that all of the foregoing constituting the Common Elements is necessary in order to [illegible] and [illegible] or serving more than one unit, as [illegible] of the foregoing [illegible] shall mean for [illegible] plumbing, wiring, air conditioning equipment or any other fixtures which service or apply to only one unit although located in the Common Elements.

3. Limited Common Elements shall mean and include those portions of the Common Elements consisting of the designated and available parking spaces and fibres are shown on the exhibits attached hereto.

CERTIFICATION

This Certificate, made this 8th day of August, 1974, by the undersigned Engineering and Surveying firm is made pursuant to the provisions of Section 711.01 (4) of the 1972 Florida Statutes and is a certificate that the condominium document with the attached survey and plot plan, descriptions and other material in connection therewith, together with the wording of said Declaration of Condominium is a correct representation of the existing improvements and that there can be determined therefrom, the identification, location, dimensions and size of the Common Elements, and of each Apartment Unit.

DAVIS AND CRAVEN, INC.

GEORGE W. CARLHEIM
REG. LAND SURVEYOR No. 1959
STATE OF FLORIDA

NOTE: These Plans are prepared in accordance with information supplied by JAMES H. LEE, REGISTERED ARCHITECT and DAVIS AND CRAVEN, INC

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SHEET 1 OF 4 SHEETS

DAVIS and CRAVEN, Inc.
Civil and Consulting Engineers · Land Surveyors
Land Planners · Land Development Consultants
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE
1600 E. OAKLAND PARK BLVD. – OAKLAND PARK – FT. LAUDERDALE, FLORIDA
PHONES 566 1911
566 2446

SCALE 20' to 1"	DATE	BY	REVISION	DATE August, 1974
				DRAWN BY M.L.
				CHECKED BY
				FB PG
				JOB NO

SITE PLAN
BUILDING No. 5

BK 5944

BY-LAWS

OF

PEBBLE SPRINGS CONDOMINIUM "E", INC.

A FLORIDA CORPORATION NOT FOR PROFIT

****

ARTICLE I

General

Section 1. The Name.

The name of the corporation shall be PEBBLE SPRINGS CONDOMINIUM "E", INC.

Section 2. Principal Office.

The principal office of the corporation shall be at the general or administrative offices of the condominium located in the condominium or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Corporate Purpose.

The general purpose of the corporation shall be as follows: To be the "Association" (as defined in the Condominium Act of the State of Florida, Chapter 711, Florida Statutes) for the condominium property that has been submitted to condominium ownership in the Declaration of Condominium for the condominium known as PEBBLE SPRINGS CONDOMINIUM "E", INC., in Broward County, Florida.

ARTICLE II

Directors

Section 1. Number and Term.

The number of Directors which shall constitute the whole Board shall be five (5). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his Successor shall be elected and shall qualify.

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Section 2. Vacancy and Replacement.

If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal.

Directors may be removed for cause by an affirmative vote of a majority of the members. A director shall be disqualified from further service on the Board if his membership in the Association shall be terminated for any reason whatsoever.

Section 4. First Board of Directors.

The first Board of Directors shall consist of SIDNEY MANK, SEYMOUR J. SIMON and GERALD FREED, who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, however, that any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers.

A. The property and business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of this condominium as are not by statute or by the Certificate of Incorporation, the Declaration of Condominium, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to, the following:

a. To levy upon the members monthly and other assessments, payable in advance. The Board of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any necessary additional expenses, but said increase can only be made in the proportion established in Article VII, Section 3 of these By-Laws;

b. To use and expend the assessments collected to maintain, care for and preserve the condominium units, the common elements, the limited common elements and the condominium property (other than the interiors of the condominium units, which are to be maintained, cared for and preserved by the individual condominium unit owners);

c. To pay taxes and assessments levied and assessed against any real property the corporation might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation;

d. To enter into and upon the condominium units when necessary and at as little inconvenience to the owner as

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possible in connection with such maintenance, care and preservation. For the purpose of preservation, care and restoration of condominium property, each owner of a condominium unit grants a perpetual easement to the then existing Board of Directors or its duly authorized agents to enter into his condominium unit at any reasonable time (or at any unreasonable time if the necessities of the situation should so require);

e. To repair and replace common element and limited common element facilities, machinery and equipment;

f. To insure and keep insured the said building and improvements on the property and the owners against loss from fire or other casualty and against public liability and to carry such other insurance as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declaration of Condominium;

g. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from unit owners for violations of the Declaration of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Directors;

h. To employ such personnel, make such purchases and enter into such contracts as may be necessary or desirable in carrying out the operation and management of the condominium;

i. To make, amend and repeal Rules and Regulations governing the operation, maintenance and management of the condominium, including, without limitation, the use and occupancy of the units by the members, the use of the common elements, the use of the recreation area and facilities;

j. To contract with a manager or managing agent for a period of not more than five (5) years to whom the Board may delegate the performance of such of its duties and powers with respect to the management and operation of the condominium as the Board may determine, including, without limitation, delegating to such manager or managing agent the right to make, amend and repeal the aforesaid Rules and Regulations, and to collect and disburse the funds of this corporation, and to pay such a management agent a fee, which manager or managing agent may be one or more individuals who are officers or employees of the developer, or may be a corporation controlled by or affiliated with the developer.

k. To enter into a lease or leases, as tenant, for the use of property (including the non-exclusive use thereof), whether or not contiguous to the lands of the condominium to be operated by this corporation, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners of such condominium.

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Section 6. Compensation.

Directors' and officers' fees, if any, shall be determined by the members.

Section 7. Meetings.

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

B. Regular meetings of the Board shall be held monthly without notice at such time and place as the Board shall fix from time to time.

C. Special meetings of the Board may be called by the president on five (5) days' notice to each director either personally or by mail or telegram. Special meetings shall be called by the president or secretary in a like manner and on like notice on the written request of three (3) directors.

D. At all meetings of the Board a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Declaration of Condominium, or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Annual Statement.

The Board shall present at the annual meeting of members, and when called for by a vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation.

ARTICLE III

Officers

Section 1. Elective Offices.

The officers of the corporation shall be members, shall be chosen by the directors and shall be a president, a vice president, a secretary and a treasurer. The Board of Directors may also choose one or more additional vice presidents, assistant secretaries, assistant treasurers, or other officers. Two or more offices may not be held by the same person.

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Section 2. Election.

The Board of Directors at its first meeting after each annual meeting of general members shall elect officers, none of whom, excepting the president, need be a director.

Section 3. Appointive Offices.

The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term.

The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President.

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to another officer or agent of the corporation.

Section 6. The Secretary.

A. The Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

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B. Assistant secretaries in order of their seniority shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 7. The Treasurer and Assistant Treasurers.

A. The Treasurer shall have the custody of the corporation funds and securities and shall keep full and accurate accounts of the receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the corporation.

C. Assistant treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

Section 8. Bonding of Corporate Officers.

The Treasurer and all Assistant Treasurers, if any, the President and Secretary, shall be required to be bonded in an amount to be determined by the Board of Directors with a fiduciary bonding company licensed and authorized to transact business in the State of Florida. The cost of the premium for this bond shall be paid by the condominium association.

Section 9. Indemnification of Corporate Officers.

Every director and 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 an officer or director 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 approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director may be entitled.

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ARTICLE IV

Membership

Section 1. Definition.

Membership in the Association shall be limited to the owners of the condominium parcels as identified in the Declaration of Condominium. The Association shall not issue certificates.

Section 2. Voting Rights.

A member shall be entitled to cast one vote for each condominium parcel owned by him at all meetings of the members of the Association. No vote is divisible. The Certificate of Incorporation of this corporation provides for the designation of a member when a condominium unit is owned by more than one person or by a corporation or is under lease.

Section 3. Transfer of Membership Ownership.

Transfer of membership in the Association occurs only as an incident to the conveyance or transfer of a condominium parcel as identified in the Declaration of Condominium and takes place automatically. The conveyance of the individual's condominium parcel is subject to the approval of the Board of Directors. The method for transferring condominium parcel ownership is more fully described in paragraph number 25 of the Declaration of Condominium.

ARTICLE V

Meetings of Membership

Section 1. Place.

All meetings of the corporation membership shall be held at the office of the corporation, or may be held at such place and time as shall be stated in the notice thereof.

Section 2. Annual meeting.

A. The first annual meeting of members shall be held on the first Monday in January, 1975.

B. Regular annual meetings, subsequent to 1975, shall be held on the first Monday in January each year.

C. All annual meetings shall be held at the hour of 2:00 o'clock P. M., or at such hour as the Board of Directors may determine.

D. At the annual meeting, the members shall elect, by a plurality vote, a Board of Directors, and transact such other business as may properly be brought before the meeting.

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E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation at least ten (10) days prior to the meeting.

Section 3. Membership List.

At least ten (10) days before every election of directors, a complete list of the members entitled to vote at said election, arranged numerically by "condominium units," with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the principal office of the corporation and shall be open to examination by any member throughout such time. No member who is then more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting.

Section 4. Special Meetings.

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and and shall be called by the President or Secretary at the request in writing of not less than one-fourth (1/4) of the membership. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least five (5) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum.

Fifty-one (51%) per cent of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, the Declaration of Condominium or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

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Section 6. Vote Required to Transact Business.

When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by written proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation, the Declaration of Condominium or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or adjournments thereof, must be in writing, signed by the member appointing the proxy and filed with the Secretary prior to the meeting for which the proxy is given.

Section 8. Waiver and Consent.

Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, of the Declaration of Condominium, of the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 9. Rules of Procedure.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Certificate of Incorporation, By-Laws, statute or Declaration of Condominium.

ARTICLE VI

NOTICES

Section 1. Definition.

Whenever, under the provisions of the statutes or of the Certificate of Incorporation, of these By-Laws, or of the Declaration of Condominium, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to such director or member at such address as appears on the books of the corporation.

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Section 2. Service of Notice - Waiver

Whenever any such notice is required to be given, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

Finances

Section 1. Fiscal Year.

The fiscal year shall begin the first day of January in each year.

Section 2. Checks.

All checks or drafts for money and notes of the corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Assessments.

The Board of Directors of the corporation shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued operation of the condominium. The Board shall determine the total amount required, including the operational items such as taxes, insurance, repairs, maintenance and other operating expenses. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium units in accordance with Paragraph (F) of the Declaration. This ratio of assessments shall remain constant regardless of the purchase price of the condominium parcel or the percentage of the building's square footage included in each condominium unit. Said assessments shall be payable monthly in advance as ordered by the Board of Directors. Special assessments, should such be required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees to pay promptly when due the monthly and all special assessments assessed against his own condominium unit. Delinquent assessments will bear interest and late charges as set forth in the Declaration of Condominium to which these By-Laws are an exhibit. No member shall be personally liable for any debts of the corporation whatsoever.

Section 4. Accounts.

There shall be established and maintained such bank account or accounts as the Board of Directors shall deem advisable, into which shall be deposited all monthly and special assessments as fixed and determined for all condominium units. Disbursements from said accounts shall be for the general needs of the corporation, including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the property of the corporation.

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Section 5. Condominium Expenses.

The condominium expenses for which the members shall be liable in the respective proportions set forth in the Declaration of Condominium shall be those costs and expenses deemed necessary or desirable by the Association for the operation and maintenance of the condominium property, other than maintenance of the interior of a unit and of such other items for whose maintenance and repair a unit owner is responsible although the same are located in the common elements. Such operating and maintenance expenses shall include, but not be limited to, maintenance of all lawns shrubbery and landscaping, water and electricity for landscaping sprinkler system, electricity for lighting streets and common elements, painting the exterior of all buildings, maintenance and repair of roofs of all buildings (but not air conditioning equipment located on the roof), removal of garbage and trash.

Section 6. Annual Audit.

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 1st of the year following the year for which the report is made.

ARTICLE VIII

Seal

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Not for Profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or in any other form evidencing the intent of the signing officer or officers to have the effect of the corporate seal.

ARTICLE IX

Leasing and Sub-Leasing

The primary object of the corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a matter of discretionary decision by the Board of Directors, and every lease or sub-lease of a condominium unit is subject to the approval of the Board of Directors, as set forth in the Declaration of Condominium. The Board of Directors shall have the right to require that a uniform form of lease shall be used and for a minimum term of not less than three (3) months.

ARTICLE X

Default

In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid by the Association within thirty (30) days from the due date, the Association,

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through its Board of Directors or manager, acting in behalf of the Association, may foreclose the lien encumbering the condominium parcel created by the non-payment of the required monies. In said foreclosure action, the Plaintiff shall be entitled to the appointment of a receiver as a matter of strict right to the Association and without reference to the adequacy or inadequacy of the value of the property sought to be foreclosed or the solvency or insolvency of the owner or any party defendant to such suit. To further secure payment of this indebtedness, the condominium parcel owner by virtue of his acceptance of the conveyance of the condominium parcel to him, does hereby sell, assign, transfer, and set over unto the Association all of the rents, issues and profits of his condominium parcel, and this assignment shall become operative upon any default being made by said condominium parcel owner hereunder, and shall remain in full force and effect so long as any default continues to exist hereunder, and the Association shall have the right to enter upon the premises and collect the same directly from the occupants.

If the Association becomes the owner of the condominium parcel in question, it shall offer said parcel for sale, and whenever such a sale is consummated, it shall, from the proceeds received from said sale, deduct all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the law suit in question, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the condominium parcel in question, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repair and refurbishing of the condominium unit in question so that it could be sold. All monies remaining after deducting the foregoing items of expense shall be returned directly to the former owner of the condominium parcel in question.

In the event of violation by the owner of a condominium parcel of any of the provisions of the Declaration of Condominium, Certificate of Incorporation, By-Laws or Rules and Regulations, as are now or hereafter constituted, the Association may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation. Should the Association be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

ARTICLE XI

Amendment

These By-Laws may be amended in the following manner as well as in the manner elsewhere provided:

Section 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.

OFF. REC. 5944 PAGE 482

BK 5944

Section 2. Resolution.

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members. Directors and members not present at the meeting considering the amendment may express their approval in writing. Except as elsewhere provided, such approval must be either by

A. not less than four (4) Directors and by not less than nine (9) votes of the members; or

B. until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

Section 3. Agreement.

In the alternative, an amendment may be made by an agreement executed by all members and mortgagees in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

Section 4. Proviso.

No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment.

ARTICLE XII

Arbitration

By virtue of his acceptance of the conveyance of his condominium parcel to him, each member has agreed to submit to arbitration any controversy or dispute arising concerning the construction of any of the By-Laws or any action on the part of the Board of Directors, in accordance with the terms and conditions of the Florida Arbitration Code (now designated as Chapter 682, Florida Statutes) as they may exist at the time such dispute arises.

ARTICLE XIII

Miscellaneous

Section 1.

The definitions of particular words and phrases contained in the Condominium Act (now Chapter 711, Florida Statutes) or in the Declaration of Condominium, shall apply to such words and phrases when used in these By-Laws.

OFF. REC. 5944 PAGE 483

PAGE 483

BK 5944

Section 2.

Should any provision of these By-Laws be void or unenforceable in law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

Section 3.

Any lien or other encumbrance upon or against a condominium unit or parcel in favor of the Association is hereby declared to be, and shall be, subject, subordinate and inferior to the lien of any mortgage encumbering such unit or parcel, where such mortgage is made to a bank, savings and loan association or life insurance company, and regardless of whether such mortgage was made or recorded before or after the aforesaid lien or encumbrance of the Association.

PEBBLE SPRINGS CONDOMINIUM 'E'", INC.

By: _____
SIDNEY MANK, President

Attest: _____
SEYMOUR J. SIMON, Secretary

STATE OF FLORIDA)
: ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this 19 day of September, 1974, before me personally appeared SIDNEY MANK and SEYMOUR J. SIMON, President and Secretary, respectively, of PEBBLE SPRINGS CONDOMINIUM "C", INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing By-Laws as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 19th day of Sept., 1974.

_____
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1977
Bonded by American Fire & Casualty Co.

OFF. REC. 5944 PAGE 484

PAGE 484

74-241376

FIRST AMENDMENT

TO

DECLARATION

OF

CONDOMINIUM

OF

PEBBLE SPRINGS CONDOMINIUM "E", INC.

A CONDOMINIUM

This is the First Amendment to that DECLARATION OF CONDOMINIUM OF PEBBLE SPRINGS CONDOMINIUM "E", INC., A CONDOMINIUM, which was dated September 19, 1974, and filed under Clerk's File No. 74-204441 of Broward County, Florida, being recorded in O. R. Book 5944, at Page 433 of the Public Records of Broward County, Florida, which amendment was duly adopted by resolution of PEBBLE SPRINGS CONDOMINIUM "E", INC.

1. On Page 2 of said DECLARATION OF CONDOMINIUM, commencing on Line 11, where MGIC-JANIS PROPERTIES, INC., appear, said words shall be stricken and in their place and stead the following words shall appear: MGIC PROPERTIES CORPORATION.

2. The easement attached as sheet 4 of the Condominium Survey and Plans is hereby submitted for the use of all the owners, their mortgagees, licensees, guests and invitees of units in buildings erected on Parcel 2, Tract 17, SPRINGTREE SUB., Broward County, Florida. PEBBLE SPRINGS CONDOMINIUM "E", INC., shall have an undivided 5.31% interest in the fee simple title to the easement. The ingress and egress easements shown as exhibits in the other adjoining condominiums will also be for the use of all unit owners, their mortgagees, licensees, guests and invitees of each and every condominium.

3. Paragraph k, Page 3 of the By-Laws is hereby amended by adding the words, "The Association is hereby authorized to accept deeds to the Recreation Area from the Developer."

OFF REC 6316 PAGE 606

This Instrument Was Prepared By:
RICHARD J. HAYS
608 Ainsley Building
Miami, Florida 33132

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

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4. Paragraph 33 of the DECLARATION OF CONDOMINIUM shall have added the following language: "All Recreation Areas and Facilities will be deeded without charge by the Developer to the Association upon completion of the project on Parcel 2, Tract 17, SPRINGTREE SUB., Broward County, Florida."

5. In all other respects, the DECLARATION OF CONDOMINIUM, executed on September 19, 1974, shall be hereby ratified and the above amendments shall be effective as of September 19, 1974.

IN WITNESS WHEREOF, the Developer and the Condominium Association have caused this First Amendment to DECLARATION OF CONDOMINIUM to be executed this 8th day of November, 1974.

Witnesses:

SPRING-MANK VENTURE, a joint venture of SIDNEY MANK ENTERPRISES, INC., and MGIC PROPERTIES CORPORATION

By: _____ President
SIDNEY MANK ENTERPRISES, INC.

By: _____ Vice-President
MGIC PROPERTIES CORPORATION

Witnesses:

PEBBLE SPRINGS CONDOMINIUM "E", INC.

By: _____ President
SIDNEY MANK

Attest: _____ Secretary
SEYMOUR J. SIMON

STATE OF FLORIDA)
COUNTY OF DADE) ss:

I HEREBY CERTIFY that on this 8th day of November, 1974, before me personally appeared SIDNEY MANK, President of SIDNEY MANK ENTERPRISES, INC., a corporation under the laws of the State of Florida, to me known to be the person who signed the foregoing First Amendment to Declaration of Condominium of PEBBLE SPRINGS CONDOMINIUM "E", INC., as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State this 8th day of November, 1974.

_____
Notary Public, State of Florida at Large

My Commission expires: Notary Public, State of Florida at Large My Commission Expires Oct. 31, 1977 Bonded by American Fire & Casualty Co.

OFF REC 6016 PAGE 607

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6513

STATE OF FLORIDA)
COUNTY OF DADE) ss:

I HEREBY CERTIFY that on this 7th day of November, 1974, before me personally appeared A. CRAIG BURTON, Vice-President of MGIC PROPERTIES CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the person who signed the foregoing First Amendment to Declaration of Condominium of PEBBLE SPRINGS CONDOMINIUM "E", INC., as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State this 7th day of November, 1974.

Notary Public, State of Florida at Large

My Commission expires:

STATE OF FLORIDA)
COUNTY OF DADE) ss:

On this day, personally appeared before me, SIDNEY MANK and SEYMOUR J. SIMON, to me known and known to me to be the President and Secretary respectively, of PEBBLE SPRINGS CONDOMINIUM "E", INC., a corporation under the laws of the State of Florida, and they acknowledged to me that they know the contents of the foregoing First Amendment to Declaration of Condominium of Pebble Springs Condominium "E", INC., and they executed the same on behalf of said corporation, for the purposes and intents expressed therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, at Miami, said County and State, this 8th day of November, 1974.

Notary Public, State of Florida at Large

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1977
Bonded by American Fire & Casualty Co.

OFF. REC. 6016 PAGE 638

SEYMOUR J. SIMON, RICHARD J. HAYS AND MOSES J. GRUNDWERG, 608 AINSLEY BUILDING, MIAMI, FLORIDA 33132 PHONE 371-6813

79- 65709

BY-LAWS

OF

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

a Florida corporation (Not for profit)

ARTICLE I

General

Section 1. The Name.

The name of the corporation shall be PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

Section 2. Principal Office.

The principal office of the corporation shall be at the general or administrative office of the condominium located in at least one of the five condominiums or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Corporate Purpose.

The general purpose of the corporation shall be as follows: To be, the "Association" (as defined in the Condominium Act of the State of Florida, Chapter 718 Florida Statutes) for the condominium, properties that have been submitted to condominium ownership in the five Declarations of Condominium for the five condominiums known respectively as PEBBLE SPRINGS CONDOMINIUM "A", INC., PEBBLE SPRINGS CONDOMINIUM "B", INC., PEBBLE SPRINGS CONDOMINIUM "C", INC., PEBBLE SPRINGS CONDOMINIUM "D", INC., and PEBBLE SPRINGS CONDOMINIUM "E", INC., all located in Broward County, Florida.

ARTICLE II

Directors

Section 1. Number and Term.

Until succeeded by directors elected at the first annual meeting of members subsequent to incorporation, directors need not be members; thereafter all directors shall be members.

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ARTICLE II

Directors

Section 1. Number and Term. (Cont.)

The number of Directors which shall constitute the whole Board shall be 10 with 2 directors to be elected from among and by the members representing each of the five individual condominiums which are part of this Association. Each Building shall have the option of electing one alternate to the Board to attend all Board meetings but such alternate shall be entitled to vote only if less than two directors from said building attend that Board meeting.

For the first Board of Directors, one director from each condominium shall serve for a term of 2 years and the other for a term of 1 year.

The Directors for the second Board of Directors and each Board of Directors thereafter shall be elected at the annual meeting of the members to be held in February of each year with an equal number of directors to be elected from each condominium in accordance with the above provisions and by separate election of the members of each of the five individual condominiums.

The term of office for the members of the second Board of Directors and each subsequent Board of Directors shall be for a period of 2 years.

Section 2. Vacancy & Replacement.

If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a special meeting shall be duly held of the members of the Condominium represented by such vacancy or vacancies and a majority of those members present shall choose a successor or successors from among the members of that Condominium who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal.

Directors may be removed for cause by a vote of 75% of the members comprising the condominium represented by such director or directors. A director shall be disqualified from further service on the Board if his membership in the Association shall be terminated for any reason whatsoever.

Section 4. First Board of Directors.

The first Board of Directors of the Association shall consist of those directors who were elected by the members of the individual condominiums at the general membership meeting held on February 13, 1978 subject to confirmation by the members of those condominiums subsequent to the adoption of these By-Laws.

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Section 5. Powers.

Property and business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of these condominiums as are not by statute or by the

Section 5. Powers. (Cont.)

Certificate of Incorporation, the Declarations of Condominium, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to the following:

a) To levy upon the members monthly and other assessments, payable in advance. The Board of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any necessary additional expenses, but said increase can only be made in the proportion established in Article VII, Section 3, of these By-Laws;

b) To use and expend the assessments collected to maintain, care for and preserve the condominium units, the common elements, the limited common elements and the condominium property (other than the interiors of the condominium units, which are to be maintained, cared for and preserved by the individual condominium unit owners);

c) To pay taxes and assessments levied and assessed against any real property the corporation might own and pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation;

d) To enter into and upon the condominium units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation. For the purpose of preservation, care and restoration of condominium property, each owner of a condominium unit grants a perpetual easement to the then existing Board of Directors or its duly authorized agents to enter into his condominium unit at any reasonable time (or at any unreasonable time if the necessities of the situation should so require);

e) To repair and replace common element and limited common element facilities, machinery and equipment.

f) To insure and keep insured the said building and improvements on the property and the owners against loss from fire or other casualty and against public liability and to carry such other insurance as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declarations of Condominium;

g) To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from unit owners for violations of the Declarations of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Directors;

h) To employ such personnel, make such purchases and enter into such contracts as may be necessary or desirable in carrying out the operation and management of the condominiums;

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Section 5. Powers. (Cont.)

i) To make, amend and repeal Rules and Regulations governing the operation, maintenance and management of the condominiums, including, without limitation, the use and occupancy of the units by the members, the use of the common elements, the use of the recreation area and facilities;

j) Subject to approval of the general membership, to enter into a lease or leases, as tenant, for the use of property (including the non-exclusive use thereof), whether or not contiguous to the lands of the condominiums to be operated by this corporation, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners of such condominiums.

Section 6. Compensation.

Directors and officers' fees, if any, shall be determined by the general membership.

Section 7. Meetings.

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

B. Regular meetings of the Board shall be held monthly upon proper notice in accordance with the requirements of the Florida Statutes, at such time and place as the Board shall fix from time to time.

C. Special meetings of the Board may be called by the President on five (5) days' notice to each director either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of three (3) directors.

D. At all meetings of the Board a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Declaration of Condominium, or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Annual Statement.

The Board shall present a full written statement of the business and condition of the corporation at the annual meeting of members, and when called for by a vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation.

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ARTICLE III

Officers

Section 1. Elective Offices.

The officers of the corporation shall be members, shall be chosen by the directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose one or more additional vice presidents, assistant secretaries, assistant treasurers, or other officers. Two or more offices may not be held by the same person.

Section 2. Election.

The Board of Directors at its first meeting after each annual meeting of general members shall elect officers. The President, Vice President, Secretary and Treasurer must be directors or alternates at the time of their election.

Section 3. Appointive Offices.

The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term.

The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President.

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to another officer or agent of the corporation.

C. The President must have served as a Director for at least one (1) year immediately prior to his election.

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Section 6. The Secretary.

A. The Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all

Section 6. The Secretary. (Cont.)

proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

B. Assistant Secretaries in order of their seniority shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 7. The Treasurer and Assistant Treasurers.

A. The Treasurer shall have the custody of the corporation funds and securities and shall keep full and accurate accounts of the receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the corporation.

C. Assistant Treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

Section 8. Bonding of Corporate Officers.

All officers handling funds of the Association shall be required to be bonded in an amount to be determined by the Board of Directors with a fiduciary bonding company licensed and authorized to transact business in the State of Florida. The cost of the premium for this bond shall be paid by the Condominium Association.

Section 9. Indemnification of Corporate Officers.

Every director and 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 an officer or director 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 approves such settlement and reimbursement as being for the best

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Section 9. Indemnification of Corporate Officers. (Cont.)

interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director may be entitled.

ARTICLE IV

Membership

Section 1. Definition.

Membership in the Association shall be limited to the owners of the condominium parcels as identified in the Declarations of Condominium. The Association shall not issue certificates.

Section 2. Voting Rights.

A member shall be entitled to cast one vote for each condominium parcel owned by him at all meetings of the members of the Association. No vote is divisible. The Certificate of Incorporation of this corporation provides for the designation of a member when a condominium unit is owned by more than one person or by a corporation or is under lease. No member who is more than 30 days delinquent in the payments of his assessments, as determined by the Treasurer, shall be entitled to vote at any regular or special meeting of the Association, or if a Director, at any meeting of the Board of Directors.

Section 3. Transfer of Membership Ownership.

Transfer of membership in the Association occurs only as an incident to the conveyance or transfer of a condominium parcel as identified in the Declarations of Condominium and takes place automatically. The conveyance of the individual's condominium parcel is subject to the approval of the Board of Directors. The method for transferring condominium parcel ownership is more fully described in the respective Declarations of Condominium.

ARTICLE V

Meetings of Membership

Section 1. Place.

All meetings of the corporation membership shall be held at the Recreation Center or may be held at such place and time as shall be stated in the notice thereof provided such place be within Broward County

Section 2. Annual Meeting.

A. The first annual meeting of members shall be held on May 11, 1978

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Section 2. Annual Meeting. (Cont.)

to adopt these By-Laws and confirm the action taken at the general membership meeting held on February 13, 1978.

B. Regular annual meetings, subsequent to 1978, shall be held on the first Monday in February of each year.

C. All annual meetings shall be held at the hour of 8:00 o'clock P.M., or at such hour as the Board of Directors may determine.

D. At the annual meeting, the members shall elect, as provided herein, a Board of Directors, and transact such other business as may properly be brought before the meeting.

E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation at least ten (10) days prior to the meeting.

Section 3. Membership List.

At least ten (10) days before every election of directors, a complete list of the members entitled to vote at said election, arranged numerically by "condominium units", with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the principal office of the corporation and shall be open to examination by any member throughout such time. No member who is then more than thirty (30) days delinquent in the payment of his assessments shall be entitled to vote at any regular or special meeting.

Section 4. Regular and Special Meetings.

A. Regular meetings of the membership shall be held quarterly and written notice of said regular meetings, stating the time and place thereof, shall be posted, served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least ten (10) days before such meeting.

B. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation may be called by the President, and shall be called by the President or Secretary at the request in writing of not less than one-fourth (1/4) of the membership. Such request shall state the purpose or purposes of the proposed meeting.

C. Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least five (5) days before such meeting.

D. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum.

Fifty-one percent (51%) of the total number of members of the corporation present in person or represented by written proxy, shall

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Section 5. Quorum. (Cont.)

be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, the Declarations of Condominium or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business.

When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by written proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation, the Declarations of Condominium or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or adjournments thereof, must be in writing, signed by the member appointing the proxy and filed with the Secretary prior to the meeting for which the proxy is given.

Section 8. Waiver and Consent.

Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, of the Declarations of Condominium, of the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 9. Rules of Procedure.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Certificate of Incorporation, By-Laws, statute or Declarations of Condominium.

OFF REC 8071 PAGE 459

ARTICLE VI

Notices

Section 1. Definition.

Whenever, under the provisions of the statutes or of the Certificate

Section 1. Definition. (Cont.)

of Incorporation, of these By Laws, or of the Declarations of Condominium, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to such director or member at such address as appears on the books of the corporation.

Section 2. Service of Notice - Waiver.

Whenever any such notice is required to be given, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

Finances

Section 1. Fiscal Year.

The fiscal year shall begin the first day of January in each year.

Section 2. Checks.

All checks or drafts for money and notes of the corporation shall be signed by any two of the following officers: President, Vice President, Secretary or Treasurer, or by such officer or persons as the Board of Directors may from time to time designate.

Section 3. Assessments.

The Board of Directors of the corporation shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued operation of the condominiums. The Board shall determine the total amount required, including the operational items such as taxes, insurance, repairs, maintenance and other operating expenses. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium units in accordance with the provisions of the Declarations of Condominium. Said assessments shall be payable monthly in advance as ordered by the Board of Directors. Special assessments, should such be required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees to pay promptly when due the monthly and all special assessments assessed against his own condominium unit. Delinquent assessments will bear interest and late charges as set forth in the Declarations of Condominium to which these By-Laws are an exhibit. No member shall be personally liable for any debts of the corporation whatsoever.

Section 4. Accounts.

There shall be established and maintained such bank account or ac-

BOOK 8071 PAGE 470

Section 4. Accounts. (Cont.)

counts as the Board of Directors shall deem advisable, into which shall be deposited all monthly and special assessments as fixed and determined for all condominium units. Disbursements from said accounts shall be for the general needs of the corporation, including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the property of the corporation.

Section 5. Condominium Expenses.

A. The condominium expenses for which the members shall be liable in the respective proportions set forth in the Declarations of Condominium shall be those costs and expenses deemed necessary or desirable by the Association for the operation and maintenance of the condominiums properties other than maintenance of the interior of a unit and of such other items for whose maintenance and repair a unit owner is responsible although the same are located in the common elements. Such operating and maintenance expenses shall include, but not be limited to, maintenance of all lawns, shrubbery and landscaping, water and electricity for landscaping sprinkler system, electricity for lighting streets and common elements, painting the exterior of all buildings, maintenance and repair of roofs of all buildings (but not air conditioning equipment located on the roof), removal of garbage and trash.

B. With exception of the operational expenses of the recreational building and adjoining facilities, the Treasurer shall maintain and prepare separate records and budgets regarding the maintenance and operation of the common elements of each individual condominium which is a part of this Association reflecting the actual maintenance and operational expenses of the common elements as they relate to the units in each particular condominium in accordance with the Florida Statutes.

C. The Board of Directors shall submit the annual budget relating to the individual condominiums and recreational facilities to the membership of the Association at least thirty (30) days prior to the annual meeting of the members in February of each year.

D. Those expenses relating solely and specifically to one or more individual condominiums may be allocated and assessed by the Association to those particular condominiums and collected in accordance with Section 3 above.

Section 6. Expenditures.

The Board of Directors shall not make expenditures from funds held in Association accounts for non-budgeted expenses in excess of $1,000.00 without specific prior majority approval of the membership of the Association present at a proper meeting thereof in accordance with these By-Laws.

Section 7. Annual Audit.

An audit of the accounts of the Association shall be made annually by a certified public accountant which audit need not be certified, and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.

OR 8071 PAGE 961

ARTICLE VIII

Seal

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Not for Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or in any other form evidencing the intent of the signing officer or officers to have the effect of the corporate seal.

ARTICLE IX

Leasing and Sub-Leasing

A. The primary object of the corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a matter of discretionary decision by the Board of Directors, and every lease, lease renewal or sublease of a condominium unit is subject to the approval of the Board of Directors, as set forth in the Declarations of Condominium. The Board of Directors shall have the right to require that a uniform form of lease shall be used and for a minimum term of not less than six (6) months and only two (2) leases within a twelve (12) month period shall be allowed for any one individual unit.

B. The Board of Directors shall have the right to bring eviction proceedings against any lessee who violates the Rules and Regulations of the Association or disturbs the peaceful enjoyment of the members.

C. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the use, lease or sub-lease of a unit by a corporation shall be conditioned by requiring that all persons occupying the unit be approved by the Board of Directors, prior to occupancy. Prior written notice of such intended use of a unit by any corporation shall be submitted to the Board of Directors in accordance with the provisions of these By-Laws.

ARTICLE X

Guests

Unit owners shall give prior written notice to the Board of Directors as to any guests who shall occupy their unit for a length of time greater than 48 hours. This notice shall be submitted in writing to the Board of Directors at least thirty (30) days prior to the arrival date of said guests and shall state the names, addresses and length of stay of said guests.

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ARTICLE XI

Default

In the event an owner of a condominium parcel does not pay any sums,

charges or assessments required to be paid by the Association within thirty (30) days from the due date, the Association, through its Board of Directors or manager, acting in behalf of the Association, may foreclose the lien encumbering the condominium parcel created by the non-payment of the required monies. In said foreclosure action, the Plaintiff shall be entitled to the appointment of a receiver as a matter of strict right to the Association and without reference to the adequacy or inadequacy of the value of the property sought to be foreclosed or the solvency or insolvency of the owner or any party defendant to such suit. To further secure payment of this indebtedness, the condominium parcel owner by virtue of his acceptance of the conveyance of the condominium parcel to him, does hereby sell, assign, transfer and set over unto the Association all of the rents, issues and profits of his condominium parcel, and this assignment shall become operative upon any default being made by said condominium parcel owner hereunder, and shall remain in full force and effect so long as any default continues to exist hereunder, and the Association shall have the right to enter upon the premises and collect the same directly from the occupants.

If the Association becomes the owner of the condominium parcel in question, it shall offer said parcel for sale, and whenever such a sale is consummated, it shall, from the proceeds received from said sale, deduct all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the law suit in question, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the condominium parcel in question, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repair and refurbishing of the condominium unit in question so that it could be sold. All monies remaining after deducting the foregoing items of expenses shall be returned directly to the former owner of the condominium parcel in question.

In the event of violation by the owner of a condominium parcel of any of the provisions of the Declarations of Condominium, Certificate of Incorporation, By-Laws or Rules and Regulations, as are now or hereafter constituted, the Association may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation. Should the Association be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

ARTICLE XII

Amendment

These By-Laws may be amended in the following manner as well as in the manner elsewhere provided:

Section 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.

Section 2. Resolution.

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members. Directors and members not present at the meeting considering the amendment may express their

OFF REC BOOK 8071 PAGE 4153

Section 2. Resolution. (Cont.)

approval in writing. Except as elsewhere provided, such approval must be either by

A. Not less than six (6) Directors and by not less than a majority vote of the members; or

B. Until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

Section 3. Agreement.

In the alternative, an amendment may be made by an agreement executed by all members and mortgagees in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

Section 4. Proviso.

No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses , unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment.

ARTICLE XIII

Arbitration

By virtue of his acceptance of the conveyance of his condominium parcel to him, each member has agreed to submit to arbitration any controversy or dispute arising concerning the construction of any of the By-Laws or any action on the part of the Board of Directors, in accordance with the terms and conditions of the Florida Arbitration Code (now designated as Chapter 682, Florida Statutes), as they may exist at the time such dispute arises.

ARTICLE XIV

Miscellaneous

Section 1.

The definitions of particular words and phrases contained in the Condominium Act (now Chapter 718, Florida Statutes), or in the Declarations of Condominium, shall apply to such words and phrases when used in these By-Laws.

Section 2.

Should any provision of these By-Laws be void or unenforceable in

REC 8021 PAGE 494

Section 2. (Cont.)

law or in equity, the remaining provisions shall nevertheless be and remain in full force and effect.

Section 3.

Any lien or other encumbrance upon or against a condominium unit or parcel in favor of the Association is hereby declared to be, and shall be, subject, subordinate and inferior to the lien of any mortgage encumbering such unit or parcel, where such mortgage is made to a bank, savings and loan association or life insurance company.

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

By: _____
HOWARD M. NEU, PRESIDENT

Attest:

_____
HEDY R. PURA, SECRETARY

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

I HEREBY CERTIFY that on this 3rd day of July, 1978, before me personally appeared HOWARD M. NEU and HEDY R. PURA, President and Secretary, respectively, of PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing By-Laws as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 3rd day of July, 1978.

_____
NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 30, 1979
BONDED THRU INSURANCE BONDING AGENCY

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

REC 8071 PAGE 465

80-131266

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
PEBBLE SPRINGS CONDOMINIUM "E",
a Condominium

MAY 1 8 47 AM '80

This is the Second Amendment to the Delcaration of Condominium of PEBBLE SPRINGS CONDOMINIUM "E", a condominium, which was dated September 19, 1974 and filed under Clerk's File No. 74R-20441 , Official Records Book 5944, at Page 433, of the Public Records of Broward County, Florida, and said Amendment being recorded November 20, 1974, in Official Records Book 6016, at Page 606, which Amendment was duly adopted by Resolution of PEBBLE SPRINGS CONDOMINIUM "E".

1. On page 3(F) of the original Declaration of Condominium, the percentages of common elements appurtenant to each unit are amended to read as follows:

Unit 1-A	6.627	Unit 2-A	6.627
1-B	6.627	2-B	6.627
1-C	6.627	2-C	6.627
1-D	6.004	2-D	6.004
1-E	5.742	2-E	5.742
1-F	5.742	2-F	5.742
1-G	6.004	2-G	6.004
1-H	6.627	2-H	6.627

2. In all other respects, the Declaration of Condominium recorded on September 19, 1974 shall be hereby reaffirmed.

IN WITNESS WHEREOF, the unit owners of PEBBLE SPRINGS CONDOMINIUM "E" have caused this, the Second Amendment to Declaration of Condominium, to be executed this 3rd day of APRIL , 1980.

WITNESSES:

(As to the Kranz's)

LOUIS KRANZ

SANDRA KRANZ, his wife

RECORD VERIFIED
PAGE 827

THIS INSTRUMENT PREPARED BY:
HOWARD M. LAZARUS, ESQ.
10621 No. Kendall Dr., #210
Miami, Florida 33176

28.50
MCA

Witnesses:

(As to the Perlowin's)

LEROY PERLOWIN

HELEN PERLOWIN, his wife

(As to MGIC)

MGIC PROPERTIES CORPORATION

BY: Vice-President

Attest: Assistant Secretary

(As to the Daniels')

ALFRED DANIELS

LENORE DANIELS, his wife

(As to the Naselsker's)

SAMUEL NASELSKER

MIRIAM NASELSKER, his wife

As to the Weiner's)

NORMAN WEINER

CHARLOTTE WEINER, his wife

(As to the Abrams')

NATHAN ABRAMS

SHIRLEY ABRAMS, his wife

(As to the Abramovitch's)

SHELDON ABRAMOVITCH

KAREN ABRAMOVITCH, his wife

(As to the Glaser's)

MAX GLASER

CHARLOTTE GLASER, his wife

(As to the Chernin's)

ARNOLD CHERNIN

JEANNE CHERNIN, his wife

8879 PAGE 828

Witnesses:

(As to the Ritacco's)

(As to the Elia's)

(As to Ms. Gwynne)

(As to the Langel's)

(As to Mr. Tinnerman)

(As to the Dambrowski's)

ROBERT RITACCO

HELENA RITACCO, his wife

ANTHONY ELIA

ROSE ELIA, his wife

MARY ELLEN GWYNNE, a single woman

JOSEPH LANGEL

RUTH LANGEL, his wife

C. L. TINNERMAN, a single man

JOHN R. DAMBROWSKI

DARICE M. DAMBROWSKI, his wife

JOINDER OF MORTGAGEE

MGIC FINANCIAL CORPORATION, the sole Mortgagee on units in PEBBLE SPRINGS CONDOMINIUM "E", does hereby consent to and join in the Second Amendment to the Declaration of Condominium and agrees to be bound by same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29th day of FEBRUARY, 1980.

MGIC FINANCIAL CORPORATION

BY: (Seal)

Vice President

Attest: (Seal)

Assistant Secretary

8879 829

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared LOUIS KRANZ and SANDRA KRANZ, his wife to me known to be the person s described in and who executed the foregoing instrument and they acknowledged that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of April, 1980.

(Seal)
Notary Public, State of Florida

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared LEROY PERLOWIN and HELEN PERLOWIN, his wife to me known to be the person described in nd who executed the foregoing instrument and they acknowledged that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of April, 1980.

(Seal)
Notary Public, State of Florida

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowlements, personally appeared HENRY J. ECKSTEIN and HOWARD M. LAZARUS, Vice-President and Assistant Secretary, respectively, of MGIC PROPERTIES CORPORATION, well known to me to be the persons described in and who executed the foregoing instrument as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of FEBRUARY, 1980.

(Seal)
Notary Public, State of Florida

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Jan. 30, 1982

OR 8879 PAGE 830

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the County aforesaid to take acknowledgments, personally appeared ALFRED DANIELS and LENORE DANIELS, his wife to me known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of April, 1980.

(Seal)
Notary Public, State of Florida

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 25 1981
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SAMUEL NASELSKER and MIRIAM NASELSKER, his wife to me known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of April, 1980.

(Seal)
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 25 1981
My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared NORMAN WEINER and CHARLOTTE WEINER, his wife to me known to be the person described in and who executed the foregoing instrument and acknowledged that executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of April, 1980.

(Seal)
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY. 25 1981
BONDED THRU GENERAL INS. UNDERWRITERS
My Commission Expires:

OFF 8879 PAGE 831

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared NATHAN ABRAMS and SHIRLEY ABRAMS his wife to me known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of April, 1980.

(Seal)
Notary Public, State of Florida

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SHELDON ABRAMOVITCH and KAREN ABRAMOVITCH, his wife to me known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of April, 1980.

(Seal)
Notary Public, State of Florida

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 25 1981
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MAX GLASER and CHARLOTTE GLASER, his wife to me known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of April, 1980.

(Seal)
Notary Public, State of Florida

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 25 1981
BONDED THRU GENERAL INS. UNDERWRITERS

OFF REC 8879 PAGE 832

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ARNOLD CHERNIN and JEANNE CHERNIN, his wife to me known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of April, 1980.

(Seal)
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 25 1981
BONDED THRU GENERAL INS. UNDERWRITER

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ROBERT RITACCO and HELENA RITACCO, his wife to me known to be the person s described in and who executed the foregoing instrument and they acknowledged that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of April, 1980.

(Seal)
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 25 1981
BONDED THRU GENERAL INS. UNDERWRITER

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ANTHONY ELIA and ROSE ELIA, his wife to me known to be the person described in and who executed the foregoing instrument and she acknowledged that executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of April, 1980.

(Seal)
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 25 1981
BONDED THRU GENERAL INS. UNDERWRITER

OFF REC 8879 PAGE 833

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MARY ELLEN GWYNNE, a single woman, to me known to be the person described in and who executed the foregoing instrument and she acknowledgement that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of April, 1980.

(Seal)
Notary Public, State of Florida

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 25 1981
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOSEPH LANGEL and RUTH LANGEL, his wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of April, 1980.

(Seal)
Notary Public, State of Florida

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 25 1981
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared C. L. TINNERMAN, a single man,

to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of April, 1980.

(Seal)
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 25 1981
BONDED THRU GENERAL INS. UNDERWRITERS

#11867 PAGE 834

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOHN R. DAMBROWSKI and DARICE M. DAMBROWSKI, his wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of April, 1980.

(Seal)
Notary Public, State of Florida

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 7, 1982
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HENRY J. ECKSTEIN and HOWARD M. LAZARUS, Vice-President and Assistant Secretary, respectively, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same, as the act and deed of Mortgagee, MGIC FINANCIAL CORPORATION, a Delaware corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of FEBRUARY, 1980

(Seal)
Notary Public, State of Florida

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Jan. 30, 1982
Bonded By American Fire & Casualty Company

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

RECORD 8879 PAGE 835

82-228065

OFFICERS CERTIFICATE

Resolution Amending Declaration of Condominium
for
Pebble Springs Condominium " E", Inc.

Aug 27 12 23 PM '82

The undersigned officers of PEBBLE SPRINGS CONDOMINIUM " E " ASSOCIATION, INC. (hereinafter called the "Corporation"), hereby certifies that at a duly called meeting of the Board of Directors of the aforesaid Corporation and unit owners of PEBBLE SPRINGS CONDOMINIUM " E", INC., a Resolution amending the Declaration of Condominium for said Condominium, a copy of which is attached hereto and incorporated herein, was voted upon and adopted pursuant to the provisions of paragraph 27 of the aforedescribed Declaration of Condominium, recorded in Official Records Book 5944, Page 443, in the Public Records in and for Broward County, Florida.

IN WITNESS WHEREOF, the undersigned officers have signed and sealed this Certificate of Resolution this 23rd day of August, 1982.

Aug 23 1982

Signed, sealed and delivered in the presence of:

Renore Daniels
Joseph Langel
(as to President)

Samuel D. Haselkorn
President

Ruth Langel
Marf Glass
(as to Vice President)

L. Kaminsky (L)
Vice/President

Joseph Langel
Marion Haselkorn
(as to Secretary)

Renore Daniels
Secretary

Marion Haselkorn
Renore Daniels
(as to Treasurer

Ruth Langel
Treasurer

OFF REC 10368 PG 128

PREPARED BY: LAWRENCE D. WINSON, ESQ.
1177 S.E. Third Avenue
Ft. Lauderdale, FL

STATE OF FLORIDA)
SS:
COUNTY OF BROWARD)

ACKNOWLEDGEMENT

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgements, personally appeared SAMUEL M. NASELSKER, as President, L. KRANTZ, SR., as Vice-President, LENORE DANIELS, as Secretary, and RUTH LANGEL, as Treasurer, of PEBBLE SPRINGS CONDOMINIUM "E " ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing Officers Certificate, and they acknowledged before me that they executed the same on behalf of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 23rd day of August, 1982.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires: Notary Public, State of Florida at Large My Commission Expires September 18, 1983 Bonded thru Maynew Bonding Agency

OFF REC 10368 PG 129

PREPARED BY: LAWRENCE D. WINSON, ESQ.
1177 S.E. Third Avenue
Fort Lauderdale, FL 33316

RESOLUTION

OF

UNIT OWNERS AND BOARD OF DIRECTORS

AMENDING DECLARATION OF CONDOMINIUM

WHEREAS, PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, has operated and managed PEBBLE SPRINGS CONDOMINIUM " E", INC., a Condominium since its incorporation on or about March 20, 1979; and

WHEREAS, the unit owners of PEBBLE SPRINGS CONDOMINIUM " E", INC., a Condominium, have approved of all actions taken by PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC., in its capacity as manager and operator of the Condominium; and

WHEREAS, an issue has arisen as to said Association's right to continue to operate and manage the Condominium; and

WHEREAS, the unit owners and Board of Directors all desire said Association to continue to perform said function; and

WHEREAS, the unit owners and Board of Directors recognize that said Association also operates and manages the following Condominiums:

PEBBLE SPRINGS CONDOMINIUM "A", INC.
PEBBLE SPRINGS CONDOMINIUM "B", INC.
PEBBLE SPRINGS CONDOMINIUM "C", INC.
PEBBLE SPRINGS CONDOMINIUM "D", INC.

and that a similar Resolution is being presented to the unit owners and Boards of Directors of said Condominiums and that the unit owners and Board of Directors of PEBBLE SPRINGS CONDOMINIUM "E", INC., approve of said procedure; and

WHEREAS, the unit owners and Board of Directors wish to amend the Declaration of Condominium creating PEBBLE SPRINGS CONDOMINIUM "E", INC. and filed of record in Book 5944 , at Page 443 ,

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continued.....

in the Public Records in and for Broward County, Florida, so as to resolve any issues regarding PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.'s right to continue to operate and manage the Condominium and to perform whatever acts are necessary to achieve that intent, including the merging of existent Associations for any of the heretofore named Condominiums in the PEBBLE SPRINGS CONDOMINIUM Complex into PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

RESOLVED, That the definition of Association as same appears under the section of the Declaration of Condominium entitled "Definitions" be amended, changed and altered so as to read as follows:

> "ASSOCIATION: Association or Corporation means the entity responsible for the operation of this condominium, which entity is PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC."

RESOLVED FURTHER, That Section (k) of the Declaration of Condominium be amended, changed, and altered so as to read as follows:

> "(k) The name of the Association is PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC."

RESOLVED FURTHER, That a Certificate setting forth the Amendments, certifying that such Amendments have been duly adopted in accordance with the provisions of the Declaration of Condominium of PEBBLE SPRINGS CONDOMINIUM "E", INC., the provisions of Chapter 607, et seq., of the Corporation Laws of the State of Florida and Chapter 718, Florida Statutes, and containing such other statements as may be necessary or advisable, be made by the officers and recorded in the Public Records of Broward County, Florida; and

RESOLVED FURTHER, That the officers of this Corporation are hereby authorized, empowered and directed to take any and all further acts or proceedings which they may deem necessary or proper to effectuate the said Amendments and their intents.

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RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
PEBBLE SPRINGS "E" CONDOMINIUM ASSOCIATION, INC.

88031106

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Pebble Springs "E", a Condominium, as described in Book 5944 at Page 433 of the Official Records of Broward County, Florida were duly adopted in the manner provided in Article XXVII of the Declaration of Condominium at a meeting held of the membership of Pebble Springs "E" December 16, 1987.

IN WITNESS WHEREOF, we have affixed our hands this 11th day of January, 1988 at Lauderhill, Broward County, Florida.

PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

On this 11th day of January, 1988, personally appeared _____ and _____, and acknowledged that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

_____
Notary Public

My Commission Expires:

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AMENDMENTS TO
THE DECLARATION OF CONDOMINIUM OF
PEBBLE SPRINGS CONDOMINIUM "E" INC.

(additions indicated by underlining, deletions by"----",
and unaffected language by . . .)

1. 11. Each unit is hereby restricted to residential use by the owner thereof, his immediate family, guests and invitees. No person under the age of thirteen (13) years of age shall be permitted to reside in any unit for more than thirty (30) days in any twelve-month period. No owner of any unit shall permit use of the same for transient, hotel or commercial purposes.

25. In order to maintain and promote the congenial and cooperative character of the group of unit owners and to protect and sustain the value of this condominium and the units thereof, no unit may be disposed of except in accordance with the following provisions, with which all unit owners (other than the Developer) do hereby covenant and agree to abide and which shall be binding upon their successors and assigns:

2. i. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner. No unit owner may sell his or her unit to a corporation.

3. ii. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit Owner. The owner may not lease his or her unit during the first two (2) years of ownership. Leases must be for a minimum of one (1) year and no owner may lease his or her unit more than once in any twelve (12) month period.

. . .

4. 3. Approval of corporate owner or purchaser.

Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, ~~if the unit owner or purchaser of a unit is a corporation,~~ the approval of ownership by the corporation ~~may be conditioned by requiring that all persons occupying the unit be also~~ approved by the ~~Association.~~ will be denied.

5. 36. Compliance and default.

. . .

iv. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or its guests, relatives or lessees, in the manner provided herein.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining where there is probable cause that any of the provisions of the Declaration of Condominium: the Articles of Incorporation these By-Laws, and the rules and regulations of the Association, regarding the use of units, common elements, or Association property, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report

BK15141PG 288

LAW OFFICES
BECKER POLIAKOFF & STREITFELD, P.A. CORPORATE PARK AT COPPER BEECH • 6555 NORTHWEST 9TH AVE. • POST OFFICE BOX 9057 • FT. LAUDERDALE, FL 33310-9057
33310-9057

same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty ($50.00) Dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the unit owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(d) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association's documents: including but not limited to legal action for damages or injunctive relief.

LAW OFFICES
BECKER POLIAKOFF & STREITFELD, P.A. 3111 STIRLING ROAD FORT LAUDERDALE, FLORIDA 33312 (954) 987-7550

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

88031107

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws of Pebble Springs Condominium Association, Inc. as described in Book 8071 at Page 451 of the Official Records of Broward County, Florida, were duly adopted in the manner provided in Article XII of the By-Laws at a meeting of the membership of Pebble Springs held December 16, 1987.

IN WITNESS WHEREOF, we have affixed our hands this 11th day of January, 1988, at the City of Sunrise, Broward County, Florida.

By: Ginger Zeff
President

Attest: Fee Geske
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 11th day of January, 1988, personally appeared Ginger Zeff and Fee Geske, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Ellen J. Mascot
Notary Public

My Commission Expires:

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LAW OFFICES

AMENDMENTS TO
THE BY-LAWS OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

(additions indicated by underlining, deletions by"----",
and unaffected language by . . .)

ARTICLE IX

Leasing and Sub-Leasing

1. A. The primary object of the corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a metter of discretionary decision by the Board of Directors, and every lease, lease renewal or sublease of a condominium unit is subject to the approval of the Board of Directors as set forth in the Declaration of Condominium. The Board of Directors shall have the right to require that a uniform form of lease shall be used and for a minimum term of not less than <u>one (1) year</u> ~~six (6) months~~ and only <u>one (1)</u> ~~two (2)~~ leases within a twelve (12) month period shall be allowed for any one individual unit.

2. C. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the use, lease or sub-lease of a unit by a corporation shall be <u>prohibited.</u> ~~conditioned by requiring that all persons occupying the unit be approved by the Board of Directors, prior to occupancy. Prior written notice of such intended use of a unit by any corporation shall be submitted to the Board of Directors in accordance with the provisions of these By-Laws.~~

3. ARTICLE XI

Default

. . .

In the event of violation by the owner of a condominium parcel of any of the provisions of the Declarations of Condominium, Certificate of Incorporation, By-Laws or Rules and Regulations, as are now or hereafter constituted, the Association may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation <u>or fine the unit owner pursuant to the Declaration of Condominium(s).</u> Should the Association be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

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03-28-97 04:31PM

Prepared by:
Kaye & Roger, P.A.
6261 N.W. 6th Way, Suite 103
Fort Lauderdale, FL 33309

CERTIFICATE OF AMENDMENT
DECLARATIONS OF CONDOMINIUM AND BY LAWS
OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws, an exhibit to the Declarations of Condominium of Pebble Springs Condominium "A", "B", "C", "D" and "E" and the Declarations, as follows:

Declaration	O.R. Book	Page
Pebble Springs Condominium "A", Inc.	4942	16
Pebble Springs Condominium "B", Inc.	5941	868
Pebble Springs Condominium "C", Inc.	5894	386
Pebble Springs Condominium "D", Inc.	5944	381
Pebble Springs Condominium "E", Inc.	5944	433

of the Public Records of Broward County, Florida were duly adopted in accordance with the documents.

IN WITNESS WHEREOF, we have affixed our hands this 21st day of February, 1997, at 4960 NW 80 Ave, Sunrise FL, Broward County, Florida.

By: Micki Grabin, Pres
Print: MICKI GRABIN
Attest: Geraldine M. Wayne
Print: GERALDINE M. WAYNE

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 21 day of February, 1997, by Micki Grabin as President and Geraldine M. Wayne as Secretary of Pebble Springs Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:
sign _____
print BRIAN HALFHIDE
State of Florida at Large

My Commission Expires:

BRIAN J HALFHIDE
Notary Public State of Florida
My Comm. Exp. 10/20/00
Comm#: CC594433

OR 26126 0614

3-17-97

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF
PEBBLE SPRINGS CONDOMINIUM "A", "B", "C", "D" and "E"
AND TO THE BY-LAWS OF
PEBBLE SPRINGS CONDOMINIUM ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . .")

TO THE DECLARATION

25. In order to maintain and promote the congenial and cooperative character of the group of unit owners and to protect and sustain the value of this condominium and the units thereof, no unit may be disposed of with which will unit owners (other than the Developer) do hereby covenant and agree to abide and which shall be binding upon their successors and assigns:

. . .

ii. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit Owner. The owner may not lease his or her unit during the first two (2) years of ownership. Leases must be for a minimum of one (1) year and no owner may lease his or her unit more than once in any twelve (12) month period. Notwithstanding anything to the contrary contained herein, no more than 10% of the units of the Condominium may be leased at any one time. The Board of Directors shall from time to time establish procedures to determine eligibility for rental among the unit owners wishing to do so. Notwithstanding anything to the contrary contained herein, no Owner may sell or otherwise convey any interest in a unit until title has been held for a period of twelve (12) months.

. . .

26. Compliance and default.

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

. . .

ii. Costs and attorneys' fees.

In any proceeding arising because of alleged failure of

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a unit owner to comply with the terms and the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court. In the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules of the Association, and the owner of the unit complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorneys fees so incurred from the owner of the unit, regardless of whether litigation is necessary for the enforcement. The costs and attorneys fees so incurred shall be deemed to be a special assessment against the unit and shall be collectible in the same fashion as any other assessment as provided in Article 24 hereunder.

. . .

TO THE BY-LAWS

ARTICLE II
Directors

. . .

Section 5. Powers.

Property and business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of these condominiums as are not by statute or by the Certificate of Incorporation, the Declarations of Condominium, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to the following:

. . .

k) To charge a transfer fee to offset the expenses related to reviewing applications for the sale and/or leasing of units in an amount not to exceed the highest amount allowable under the law, as it may be amended from time to time.

. . .

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

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