74-207150

PLANTATION CLUB A, A CONDOMINIUM

Condominium Documents

RETURN TO:
SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
P.O. BOX [illegible]
NORTH MIAMI BEACH, FLORIDA 33160

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OFF. REC. 3953 PAGE 230

232

TABLE OF CONTENTS
CONDOMINIUM DOCUMENTS
PLANTATION CLUB A
A CONDOMINIUM

		Page
Declaration of Condominium		1
1.	Purpose	1
2.	Name	1
3.	Property Submitted to Condominium Form of Ownership	1
4.	Definitions	2
5.	Development Plan & Identification	3
6.	Easements	4
7.	Common Elements	5
8.	Ownership of Common Elements & Restrictions thereto	6
9.	Common Expenses	7
10.	Governing Body	7
11.	Maintenance, Alterations & Improvements	10
12.	Enforcement of Maintenance	12
13.	Condominium Working Capital	12
14.	Assessments, Liability, Lien and Priority, Interest, Collection	14
15.	Insurance	20
16.	Obligations of Members	29
17.	Conveyance, Sales, Rentals, Leases and Transfers	31
18.	Restraint upon Separation & Partition	36
19.	Costs and Attorneys' Fees	36
20.	No Waiver of Rights	37
21.	Assignability of Rights of Developer	37
22.	Type of Ownership	37
23.	Amendments	37
24.	Termination	39
25.	Apartment Unit Boundaries	40
26.	Rights Reserved Unto Institutional Mortgagees	41
27.	Covenants	43
28.	Restrictions and Easements	43
29.	Developer's Tenants	44
30.	Invalidation and Operation	44
31.	Approval and Ratification	45
32.	Reservation of Exclusive Right to Install, Provide and Maintain Pay Television in the Condominium Property and Recreational Facilities	45
33.	Warranties	45
34.	Execution of Documents Required by City of Plantation or Broward County	46
35.	Land Use Agreement	46
36.	Developer's Right to Continue Construction	49
37.	Notices	49
38.	Interpretation	49

REC. 6953 PAGE 271

Joinder of Mortgagee	52
Legal Description (Exhibit A)	53
Survey of Land (Exhibit B)	54
Percentage of Ownership of Common Elements and Percentage for paying common expenses and sharing common surplus (Exhibit C)	55
By-Laws of Plantation Club Association Inc. (Exhibit D)	56
Article I - General	1
Article II - DIRECTORS	1
Article III - Officers	6
Article IV - Membership	8
Article V - MEETINGS OF MEMBERSHIP	9
Article VI - Notices	11
Article VII - Finances	11
Article VIII - Seal	12
Article IX - Rules and Regulations	12
Article X - Default	15
Article XI - Registers	16
Article XII - Surrender	17
Article XIII - Joint Ownership	17
Article XIV - Amendment of By-Laws	17
Article XV - Land Use Recreational Agreement	18
Article XVI - Real Property Taxes	18
Article XVII - Construction	19
Articles of Incorporation (Exhibit E)	57
Article I - Name	1
Article II - Purpose	1
Article III - Powers	1
Article IV - Members	1
Article V - Term	2
Article VI - Subscribers	2
Article VII - BOARD OF DIRECTORS	3
Article VIII - Officers	3
Article IX - Indemnification	4
Article X - Address	4
Article XI - By-Laws	5
Article XII - Amendments	5
Legal Description of Condominium Property (Exhibit A to the Articles of Incorporation)	7
First Amendment to the Articles of Incorporation	8
Warranty Deed (Exhibit F to the Declaration of Condominium)	58
Land Use Agreement (Exhibit G)	59
Project or Complex Land (Exhibit H)	60

REC 5953 PAGE 272

DECLARATION OF CONDOMINIUM OF

PLANTATION CLUB A,

A CONDOMINIUM

BROWARD COUNTY, FLORIDA

PLANTATION CLUB DEVELOPMENT CORP., herein called "the Developer", makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the land described and improvements described to the condominium form of ownership and use in the manner provided in Chapter 711 of the Florida Statutes, as amended, herein called "the Condominium Act". Except where permissive variances therefrom appear in this Declaration, the annexed By-Laws, and/or the Charter of PLANTATION CLUB ASSOCIATION, INC., a Florida corporation not for profit, or in lawful amendments to these instruments, the provisions of Chapter 711, supra, including the definitions therein contained, are adopted herein by express reference as if set forth in haec verba, and said statute as amended from time to time, and this Declaration, the annexed By-Laws, and the Charter of said corporation, as lawfully amended from time to time, shall govern this Condominium and the rights, duties, and responsibilites of owners of condominium parcels therein.

2. Name. The name by which this Condominium is to be identified is "PLANTATION CLUB A, a Condominium".

3. Property submitted to Condominium Form of Ownership. The following property is hereby submitted to the Condominium form of ownership:

(a) The Land. The lands, owned by the Developer, lying and being situate in Broward County, Florida, as more particularly set forth in Exhibit A attached hereto, which lands are herein called "the land".

(b) The Improvements. One building containing 48 condominium units and all common elements appurtenant thereto.

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4. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of PLANTATION CLUB ASSOCIATION, INC., shall be defined in accordance with the provisions of Section 711.03 (Fla. Stat. 1963) of the Condominium Act, as amended, and as follows unless the context otherwise requires.

(a) Condominium Unit - The unit being a unit space, designated "condominium unit" on the sketch of survey and plans attached hereto and marked as Exhibit B.

(b) Common Elements - Common elements means the portion of the condominium property not included in the units. Common elements shall include the tangible personal property required for the maintenance of the common elements and limited common elements even though owned by the Association.

(c) Condominium Parcel - The condominium unit, together with an undivided share in the common elements appurtenant thereto.

(d) Owner - That person or entity owning a condominium parcel.

(e) Co-Tenant - An owner owning a condominium parcel in conjunction with another owner.

(f) Association or Corporation - means PLANTATION CLUB ASSOCIATION, INC., the entity responsible for the operation of the condominium.

(g) Member - An owner or co-tenant who, or which, is a member of PLANTATION CLUB ASSOCIATION, INC., a Florida non-profit membership corporation, hereinafter referred to as "Association".

(h) By-Laws - means the By-Laws for the government of the Condominium as they exist from time to time.

(i) Voting Rights - If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

OFF. REC. 5953 PAGE 274

(j) Land Use Agreement.-Refers to the interest of the Association in and to the recreational facilities, land, and improvements as described and set forth in the Land Use Agreement which is recorded under Clerk's File Number 207149, of the Public Records of Broward County, Florida, wherein the Developer is the initial owner, and the Association the ultimate owner of the property thereunder, the said Land Use Agreement attached hereto as Exhibit G.

(k) Recreational Facilities.-Recreational facilities means the facilities, land, and improvements provided under the Land Use Agreement.

(l) Common Expenses.- Common expenses include: (a) expenses of administration and management of the condominium property; (b) expenses of maintenance, operation, repair or replacement of common elements; (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws; (d) expenses and payments due under the Land Use Agreement; and (e) any valid charge against the condominium as a whole.

(m) Institutional Mortgagee.-Is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either Ford Motor Credit Company, a Delaware corporation, its assignees or nominees, or a bank, life insurance company, or a Federal or State savings and loan association, or a mortgage or real estate investment trust, or a union pension fund.

(n) Institutional Mortgage.-Is a mortgage owned or held by an institutional mortgagee.

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

5. Development Plan and Identification. Plantation Club (hereinafter referred to as "Complex" or "Project") means and refers to the entire group of Condominiums and/or Rental Type structures and improvements which the Developer intends to construct upon the Plantation Club Land (hereinafter also referred to as "Complex" or "Project Land", said land more particularly described on Exhibit H attached hereto and made a part hereof), one of which is the Condominium created by this Declaration. The construction of the Project is a projected plan of development only and nothing contained herein

OR 5953 PAGE 275

shall be construed as making it obligatory upon the Developer to construct said Project, or if constructed, to construct same in accordance with any particular plan of development and in fact, if constructed, the Developer need not submit said additional structures outside this Condominium to Condominium ownership but, in fact, may utilize same as rental type structures. It is understood that any Condominium submitted to Condominium ownership in the Project shall have as its one governing body PLANTATION CLUB ASSOCIATION, INC., so that all Condominiums within the Complex shall have the same Condominium Association for the benefit, joint rule, maintenance and operation of all the Condominiums within the Project subject to the terms and conditions of this Declaration, and accordingly, the foregoing is deemed to be a multi-phase Condominium Project under the laws of the State of Florida.

The condominium units and all other improvements constructed on the condominium property are set forth in detail in Exhibit B attached hereto and made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions, and size of such unit as well as of the common elements appurtenant thereto.

Each condominium unit is identified by a number, letter, or name, or combination thereof, as shown on the plans attached hereto as Exhibit B and made a part hereof, so that no unit bears the same designation as does any other unit.

6. Easements. Each of the following easements is a covenant running with the land of the Condominium for the benefit of all land owners of the lands described in Exhibit H hereto, to wit:

(a) Utilities - As may be required for utility services in order to adequately serve the Condominium and the Recreational areas, and any land in Exhibit H hereto; provided, however, easements through a unit shall be only according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved, in writing, by the Unit Owner. Any portion of the common elements including end walls and outside walls of units may be used for housing electric meters, meter closets, meter rooms, water meters, hose bibs and other electrical and water meters and boxes that may be necessary to any unit within the PLANTATION CLUB Complex or Project.

(b) Traffic - An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian

OFF. REC. 8053 PAGE 276

traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the unit owners; institutional mortgagees; and the owner of the Recreational area and Land owners of the lands described in Exhibit H, their mortgagees, heirs, personal representatives, successors and assigns; and those claiming by, through or under the aforesaid; provided, however nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

(c) Easement for Unintentional and Non-Negligent Encroachments - If a unit shall encroach upon any common element, limited common element, or upon any other unit, by reason of original construction or by the non-purposeful or non-negligent act of the unit owner or Developer, then an easement appurtenant to such encroaching unit to the extent of such encroachment shall exist so long as such encroachment shall exist. If any common element or limited common element shall encroach upon any unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such common element or limited common element to the extent of such encroachment shall exist so long as such encroachment shall exist.

(d) Support. The Developer, Association and the Recreational Facilities Owner under the Land Use Agreement hereby grants to each other, their heirs, successors and assigns, and all third party beneficiaries, including Condominium Unit Owners, their lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominium or the premises under the Land Use Agreement.

7. Common Elements. Common elements as hereinabove defined shall include within its meaning, in addition to the items as listed in the Florida Condominium Act, Section 6, the following items:

(a) An undivided share in the common surplus.

(b) Cross-easements for ingress, egress, support, maintenance, repair, replacement and utilities.

(c) Easements or encroachments by the perimeter walls, ceilings, and floors surrounding each condominium unit caused by the settlement or movement of the building or caused by minor

REC. 5958 PAGE 277

inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

(d) Easement for overhanging troughs or gutters, downspouts, and the discharge therefrom of rain water and the subsequent flow thereof over condominium units or any of them.

8. Ownership of Common Elements and Restrictions thereto. The owner of each unit shall own a share and certain interests in the condominium property which are appurtenant to his unit, which include, but are not limited to, the following items which are appurtenant to the several units, as indicated:

(a) Automobile Parking Spaces - As each condominium unit is purchased, the Developer shall assign in writing to said unit a parking space hereinafter referred to as an "assigned parking space". Once said parking space is assigned by the Developer, then said parking space shall be deemed as an appurtenance to said condominium unit to which it was assigned, and such parking space may not thereafter be separately conveyed, hypothecated, transferred, encumbered or otherwise dealt with, and title thereto shall pass only with title to the unit to which it is appurtenant, subject to the hereinafter provisions.

All "unassigned parking spaces" are hereby deemed to be parking spaces for the purpose of guests, employees, servants and visitor parking and parking for second automobiles of unit owners.

Notwithstanding anything herein to the contrary contained a unit owner upon written request may exchange his assigned parking space for an unassigned parking space providing that either the Developer or the Board of Directors approves same in writing. In the event of the foregoing the original assigned parking space shall be deemed an unassigned parking space and conversely the subject unassigned parking space shall be deemed an assigned parking space as an appurtenance to said condominium unit to which it was subsequently assigned. No parking space bears the same identifying number as any other.

(b) Common Elements - The undivided shares, stated as percentages, in the common elements appurtenant to each of the Condominium units is set forth on the schedule attached hereto and made a part hereof by reference as Exhibit C.

(c) Association - The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.

REC 5963 PAGE 278

(d) Common Surplus - Each Unit Owner shall own any common surplus of his Condominium in the same percentage as the common expenses appurtenant to each unit are shared as set forth in Exhibit C. However, this ownership does not include the right to withdraw or require payment or distribution of the same, inasmuch as common surplus shall constitute advance payment of estimated monthly maintenance and shall be applied in reduction thereof for the next ensuing monthly maintenance payments during the fiscal year. Any reduction as aforementioned shall be allocated over the next succeeding fiscal year.

9. Common Expenses. The common expenses of the Condominium, shall be shared by the Unit Owners as specified and set forth in Exhibit C. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium Parcels, their locations, or the building square footage included in each Condominium Unit.

10. Governing Body. The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be PLANTATION CLUB ASSOCIATION, INC. The By-Laws of the Association are attached hereto as Exhibit D and made a part hereof, and a copy of the Articles of Incorporation of the Association, and Amendment thereto, is attached hereto as Exhibit E and made a part hereof.

Recognizing the unique architectural features of the entire Project and that there are certain reciprocal rights and duties to be shared between this Condominium and other condominiums, and mindful of the fact that the management and control of such matters would be facilitated by the use of one governing entity, it is expressly understood and agreed that PLANTATION CLUB ASSOCIATION, INC. shall be the condominium association for this and all other condominiums to be constructed on the PLANTATION CLUB land that desire this Condominium Association to govern its affairs.

All parties hereafter owning condominium parcels (owners) in this Condominium, which interest is evidenced by recordation of a proper instrument in the Public Records of Broward County, Florida, shall automatically be members of the Association, and such membership shall automatically terminate when such persons have divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

REC. 5953 PAGE 279

A person or entity owning more than (1) condominium parcel may be designated as a voting member for each such condominium parcel which it or he owns. The Developer shall be deemed an Owner and voting member of and for each unsold Condominium Unit. Failure by all owners of any single condominium parcel to file the aforementioned written statement with the secretary prior to a members' meeting will result in depriving such owners of a single condominium parcel of a vote at such meeting.

All the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of voting members.

The Association shall have all of the powers and duties reasonably necessary to operate this Condominium as set forth in this Declaration, the By-Laws, and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all the powers and duties of an association, as set forth in the Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, including:

(a) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.

(b) The power to make and collect assessments and to lease, maintain, repair and replace the common elements.

(c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at all reasonable business hours.

(d) The power to enter into the Land Use Agreement attached hereto as Exhibit G. To enter into contracts with others for a valuable consideration, for vending machines and for the maintenance and management of the subject condominium property, including the normal maintenance and repairs of the common elements, and in connection therewith to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, etc. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit.

OFF. REC. 5956 PAGE 280

Each Unit Owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution of same by the Association; covenanting and promising to perform each and every of the covenants, promises and undertaking to be performed by Unit Owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such agreement are hereby ratified, confirmed, approved and adopted.

(e) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, comfort, safety and welfare of the Condominium Unit Owners, all of whom shall be subject to such rules and regulations.

(f) To grant or contract for easements, licenses and other privileges and duties on behalf of the membership where no members' rights are substantially affected.

(g) Subsequent to the filing of this Declaration of Condominium, the Condominium Association, when authorized by a vote of 75% of the total vote of the Unit Owners of the Association, and approved by the owners and holders of institutional first mortgages encumbering Condominium parcels who represent a majority of the dollar institutionally mortgaged indebtedness against this Condominium, then and in such event, the Association may purchase and/or acquire and enter into agreements, from time to time whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities including, but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses.

OFF. REC. 5953 PAGE 281

The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel(s), or which would change the provisions of the By-Laws with respect to institutional mortgagees, without the written approval of all institutional mortgagees of record.

11. Maintenance, Alterations and Improvements. The responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvement shall be as follows:

(a) By the Association - The Association shall maintain, repair and replace at the Association's own expense:

(1) All Common elements and limited common elements.

(2) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load-bearing columns.

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which service part or parts of the Condominium other than the unit within which contained.

(4) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

(5) All property owned by the Association, including any of the recreational facilities, lands, and improvements under the Land Use Agreement.

(b) By the Condominium Parcel Owner - The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of the unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the unit owner shall be windows, screens and doors opening into or onto his unit, sliding glass doors and plate glass. All such maintenance, repairs and replacements shall be done without disturbing the rights of other unit owners.

(2) To maintain, repair and replace at his own expense his individual air-conditioning and heating system inside and outside his individual condominium unit.

OFF. REC. 5953 PAGE 282

(3) Within the unit to maintain, repair and replace at his expense all fans, stoves, refrigerators, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage, and sanitary service to his condominium unit. The floor and interior walls of any balcony attached to condominium units shall be maintained by the condominium unit owner thereof at his own expense.

(4) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building including the terraces or any stucco portion of the unit or the color and design of the framing and screening.

(5) To promptly report to the Association any defects or need for repairs the responsibility for the remedy of which is that of the Association.

(6) No condominium parcel owner other than the Developer shall make any alterations in the portions of the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval from the Board of Directors of the Association.

(c) Alteration and Improvement - There shall be no material alterations or substantial additions to the common elements or limited common elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of voting members casting not less than seventy-five per cent (75%) of the total votes of the members of the Association present at any regular or special meeting of the unit owners called for that purpose. The cost of the foregoing shall be assessed as common expenses of this Condominium. Where any alterations or additions as aforedescribed are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owners exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall be made only when authorized by the Board of Directors and ratified by not less than seventy-five per cent (75%) of the total votes of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten or less, the approval of all but one shall be required.

OFF. REC. 5953 PAGE 283

12. Enforcement of Maintenance. In the event the owner of a unit fails to maintain it as required above, the Association, Developer, or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, or the Association shall have the right to assess the Unit Owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a Unit Owner violates any of the provisions of Paragraph 11 above, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without consent of the Unit Owner.

13. Condominium Working Capital. At the time the Developer sells and closes a condominium unit to a purchaser (purchaser thereby becoming a Unit Owner of this Condominium) the purchasers shall deposit an amount equal to one-half of one percent of the purchase price of the unit, said sum to be deposited with Purchasers' Condominium Fund for the purpose of initial maintenance, reserve, initial and non-recurring capital expenses, which may be referred to as "condominium working capital". The Purchasers' Condominium Fund may be commingled by the Association with any of its other funds.

The commencement of payment of common expenses by Unit Owners shall be at such time as the Developer notifies Unit Owners of commencement date of payment of monthly common expenses, provided same shall not commence later than the first day of the month from the date of the first closing in the Condominium. Prior to the time that maintenance payments are commenced for the Condominium, all maintenance expenses shall be paid from the Purchasers' Condominium Fund and all utility deposits and advance insurance premiums for insurance policies and coverage pursuant to this Declaration and Exhibits attached hereto shall be paid from the Condominium Working Capital Fund.

OFF. REC. 5953 PAGE 284

Initial contribution to the Condominium Fund is contemplated to provide for cost of maintenance of this Condominium from date of completion thereof until the date at which the regular monthly maintenance installments are commenced. After the commencement date of payment of monthly common expenses, in the event there are unsold units, the Developer retains the right to be the owner of said unsold units; however, for such time as the Developer continues to be a Unit Owner, but not exceeding two (2) years after the date of the filing of this Declaration of Condominium among the Public Records of Broward County, Florida, the Developer shall only be required to contribute such sums to the common expenses of the Condominium, in addition to the total monthly common expense assessments paid by all other Unit Owners, as may be required for the Condominium Association to maintain the Condominium, as provided in said Declaration and Exhibits attached hereto. In no event shall the Developer be required to contribute to the common expenses as to the units owned by it in an amount exceeding the obligation for such unit as specified and set forth in this Declaration and Exhibits attached hereto. Commencing two (2) years after the date of the filing of this Declaration of Condominium among the Public Records of Broward County, Florida, Developer shall contribute to the common expenses, as to the units owned by it, in the same manner as all other unit owners. Notwithstanding the foregoing, in the event the Developer is the owner of Condominium Units during the two (2) year period after the filing of this Declaration of Condominium among the Public Records of Broward County, Florida, and any such unit is leased and occupied by a third party, then the maintenance of said unit shall be contributed and borne by Developer as all other Unit Owners.

The provisions of this Paragraph 13 are paramount to and superior to the provisions of Paragraphs 9 and 14 of this Declaration as to the matters set forth in this paragraph.

OFF. REC. 5953 PAGE 285

14. Assessments, Liability, Lien and Priority, Interest, Collection. Common expenses shall be assessed against each condominium parcel owned by the Association as provided in paragraph 9 above.

Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of $25.00 shall be due and payable.

The Board of Directors of the Association may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien and may settle and compromise same if in the best interest of the Association. The delinquent members shall pay all costs, including reasonable attorneys' fees incident to the collection of such assessments or enforcement of such lien. In any lien foreclosure, the condominium parcel owner may be required to pay a reasonable rental for continued occupancy or use of the condominium parcel, and plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against said bid sums due the Association for assessments, interest, and collection costs.

As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless of when said assessment was due, but not to any other mortgage. The Association shall maintain a register of institutional first mortgages and shall give such mortgagees notice, in writing, of all notices given by the Association to the owner of such condominium parcel encumbered by such institutional first mortgage.

If the mortgagee of a first mortgage of record, or the owner under the Land Use Agreement, or any other purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of the foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, or of the lien of the owner under the Land Use Agreement, such acquiror 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 owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels in the condominium, including such acquiror, his successors and assigns. It is understood that such acquiror shall be liable for his share of common expenses or assessments attributable to his condominium unit from the date of acquiring said condominium unit.

REC. 5953 PAGE 280

In furtherance of said grant of authority to the Association to make, levy, and collect assessments to pay the costs and expenses for the operation and management of the Condominium, the following provisions shall be operative and binding upon the owners of all condominium units, to wit:

A. The Board of Directors of the Association shall establish an annual budget, in advance, for each fiscal year, which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves, such budget to take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. As a common expense of the Association, there shall be included the cost of maintaining leasehold, memberships, and other possessor, use, or fee interests in lands or facilities, including, but not limited to, country clubs, golf clubs, marinas, and other recreational and communal facilities, whether or not contiguous to the lands or the Condominium, to provide enjoyment, recreation, or other use or benefit to the condominium owners, all as may be now or hereafter acquired, directly or indirectly, in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the Association. Upon adoption of such annual budget by the Board of Directors of the Association, copies of said budget shall be delivered to each Owner of a condominium parcel, and the assessment for said year shall be established based upon such budget, although the delivery of a copy of said budget to each Owner shall not affect the liability of any owner for such assessment. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary.

B. The Board of Directors of the Association, in establishing said annual budget for operation, management, and maintenance of the Project, may include therein a sum to be collected and maintained as a reserve fund for replacement of common elements, which reserve fund shall be for the purpose of enabling the Assoc-

OFF REC 5953 PAGE 287

iation to replace structural elements and mechanical equipment constituting a part of common elements, as well as the replacement of personal property which may constitute a portion of the common elements held for the joint use and benefit of all of the owners of all condominium parcels. The amount to be allocated to such reserve fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of common elements.

C. The Board of Directors of the Association, in establishing said annual budget for operation, management, and maintenance of the Project, may include therein a sum to be collected and maintained as a general operating reserve, which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by condominium parcel owners, as a result of emergencies or for other reason placing financial stress upon the Association.

D. All monies collected by the Association shall be treated as the separate property of the said Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said Association, and as monies for any assessment are paid to the Association by any condominium parcel owner, the same may be commingled with monies paid to said Association by other condominium parcel owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of common elements, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, hypothecate, pledge, or in any manner transfer his membership interest therein, except as an appurtenance to his condominium parcel. When the owner of a condominium parcel shall cease to be a member of the Association by reason of his divestment of ownership of such condominium parcel, by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the Association, or which may have been paid to the Associ-

OFF. REC. 5953 PAGE 288

ation by such condominium parcel owner, as all monies which any condominium parcel owner has paid to the Association shall be and constitute an asset of said corporation which may be used in the operation and management of the Condominium.

E. The payment of any assessment or installment thereof due to the Association shall be in default if such assessment, or any installment thereof, is not paid unto the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear interest at the rate of ten percent (10%) per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to the Association.

F. The owner or owners of each condominium parcel shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, which may be levied by the Association while such party or parties are owner or owners of a condominium parcel in the Condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to the Association, such owner or owners of any condominium parcel shall be personally liable, jointly and severally, for interest on such dilinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

G. No owner of a condominium parcel may exempt himself from liability for any assessment levied against such owner and his condominium parcel by waiver of the use or enjoyment of any of the common elements, or by abandonment of the condominium parcel or in any other way.

H. Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of condominium parcels, and that the payment of such common expense represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each condominium parcel, the Association is hereby granted a lien upon such condominium parcel and its appurtenant undivided interest in the common elements, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each condominium parcel, which

OFF. REC. 5953 PAGE 289

lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon said condominium parcel and its appurtenant undivided interest in the common elements. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any condominium parcel from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said condominium parcel, without notice to the owner of said condominium parcel. The rental required to be paid shall be equal to the rental charged on comparable type of condominium units in Broward County, Florida. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of ten percent (10%) per annum on any such advances made for such purpose. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any condominium parcel, or who may be given or acquire a mortgage, lien, or other encumbrance thereon, is hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any condominium parcel expressly subject to such lien rights.

I. The lien herein granted unto the Association shall be effective from and after the time of recording in the Public Records of Broward County, Florida, a claim of lien stating the description of the condominium parcel encumbered thereby, the name of the record owner, the amount due, and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

OFF. REC. 5953 PAGE 290

J. Whenever any condominium parcel may be leased, sold, or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, the Association, upon written request of the owner of such condominium parcel, shall furnish to the proposed lessee, purchaser, or mortgagee a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such condominium parcel. Such statement shall be executed by any officer of the Association, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase, or mortgage transaction, and the Association shall be bound by such statement.

In the event that a condominium parcel is to be leased, sold, or mortgaged at the time when payment of any assessment against the owner of said condominium parcel and such condominium parcel due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase, or mortgage proceeds shall be applied by the lessee, purchaser, or mortgagee first to payment of any then delinquent assessment or installments thereof due to the Association before the payment of any rent, proceeds of purchase, or mortgage proceeds to the owner of any condominium parcel who is responsible for payment of such delinquent assessment.

The Association shall have the right to withhold consent to a sale, lease, or mortgage where there is a deficiency or delinquency existing as to an assessment or installment due in the absence of a properly executed assignment to the Association of such portion of the proceeds of such sale, lease, or mortgage equal to the amount of such deficiency or delinquency.

In any voluntary conveyance of a condominium parcel, the grantee shall be jointly and severally liable with grantor for all unpaid assessments against the grantor made prior 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.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

OFF. REC. 5953 PAGE 291

15. Insurance.

A. Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the Condominium and insuring the Association and the common owners, as its and their interest appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be $100,000/$300,000/$10,000. Said insurance shall include, but not limit the same to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

B. Casualty Insurance.

(1) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. The institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit shall have the right, for so long as it owns and holds any mortgage encumbering a condominium unit, to approve the policies and the company or companies who are the insurers under the insurance placed by the Association, as herein provided, and the amount thereof, and the further right to designate and appoint the Insurance Trustee. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

OFF. REC. 5953 PAGE 292

(2) Loss Payable Provisions - Insurance Trustee: All policies purchased by the Association shall be for the benefit of the Association, all unit owners, and their mortgagees, as their interest may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to CENTRAL BANK & TRUST CO., as Trustee, or to any other bank in Florida with trust powers, as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the unit owners and their respective mortgagees, (sometimes collectively referred to hereinafter as beneficial owners), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

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

(b) Condominium units: Proceeds on account of condominium units shall be in the following undivided shares:

1. Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

2. Total Destruction of Condominium Improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article - for the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.

OFF. REC. 5953 PAGE 293

(c) Mortgagees. In the event an institutional mortgage encumbers 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 participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

(3) Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(a) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all 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 him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(b) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed 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 him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere stated.

OFF. REC. 5953 PAGE 294

(c) Certificate: In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association executed by the President and Secretary of the Association, as to the names of the unit owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

(4) Loss Within a Single Unit: If loss shall occur within a single unit or units, without damage to the common elements, the insurance proceeds shall be distributed to the beneficial unit owner(s), 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 him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

(5) Loss Less than "Very Substantial": Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(b) If the damage or loss is limited to the common elements, with no, or minimum, damage or loss to any individual units, and if such damage or loss to the common elements is less than $3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(c) If the damage or loss involves individual units encumbered by institutional first mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of $3,000.00, the insurance proceeds shall

OFF. REC. 5953 PAGE 295

be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right to approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the Condominium property. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute any affidavit required by law or by the Association or the aforesaid institutional first mortgagee. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforedescribed, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

(d) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners for that portion of the deficiency

OFF. REC. 5953 PAGE 296

as is attributable to his individual unit; provided, however, that if the Board of Directors find that it can not determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property.

(f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision shall be waived by the Board of Directors in favor of any institutional first mortgagee upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over,and said unit owner and his unit shall be subject to special assessment for such sum.

(6) "Very Substantial" Damage. As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the Condominium is rendered untenantable, or loss or damage whereby seventy-five per cent (75%) or more of the total amount of insurance coverage (placed as per Article 15.B.1) becomes payable. Should such "very substantial" damage occur, then:

(a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) The provisions of Article 15.B.5(f) shall not be applicable to any institutional first mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.

OFF. REC. 5953 PAGE 297

(c) Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment or the Condominium project, subject to the following:

1. If the net insurance proceeds available for restoration and repair, together with the funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless two-thirds (2/3) of the total votes of the members of the Condominium shall vote to abandon the Condominium project, in which case the Condominium property shall be removed from the provisions of the law, in accordance with Section 16 of the Condominium Act.

2. If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, then if a majority of the total votes of the members of the Condominium vote against such special assessment and to abandon the Condominium project, then it shall be so abandoned and the property removed from the provisions of the law in accordance with Section 16 of the Condominium Act. In the event a majority of the total votes of the members of the Condominium vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 15.B(5)(c) and (d) above. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in paragraph 15.B(5) (c) above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the Condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

OFF REC 5953 PAGE 298

(d) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners.

(7) Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the institutional mortgagee holding and owning the first recorded mortgage encumbering a condominium unit within the Condominium requires distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

(8) Certificate: The Insurance Trustee may rely upon a certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

(9) Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required. The Insurance Trustee is not obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restorations or rebuilding.

(10) Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

C. WORKMEN'S COMPENSATION POLICY to meet the requirements of law.

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

OFF REC 5953 PAGE 299

E. Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in paragraph F. hereinafter.

F. If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against unit owners, the Association, and their respective servants, agents, and guests.

OFF. REC. 5953 PAGE 300

16. Obligations of Members. In addition to other obligations and duties heretofore set out in this Declaration, every condominium parcel owner shall:

A. Not use or permit the use of his unit for any purpose other than as a family residence and maintain his unit in a clean and sanitary manner.

B. Not keep pets or other animals in his unit or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It is the intent of the Developer and the Association that said written approval will not be withheld for small animals. In the event written approval as aforedescribed is obtained by the unit owner, then and in such an event the unit owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be allowed to enter the recreational areas, and/or to cause a nuisance or disturbance of any kind or nature. In the event written approval as aforedescribed is obtained, then and in such an event such approval will be subject to Rules and Regulations established from time to time by the Association.

C. Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

D. Conform to and abide by the By-Laws or uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through, or under him do likewise.

E. Allow the Board of Directors and/or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvement within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions, and easements and the By-Laws of the Association.

F. Signs - No "Sold" or "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements, limited common elements, or units. The right is

OFF. REC. 5953 PAGE 301

reserved to the Developer to place "Sold" or "For Sale" or "For Rent" signs in connection with any unsold or sold or unoccupied units it may from time to time own. The same right is reserved to any institutional fi st mortgagee which may become the owner of a unit and to the Association as to any unit which it may own

G. Not make or cause any structural alterations to and in the building, including, but not limited to, enclosing or screening of terrace of any unit, or removal of any additions or improvements or fixtures from the building, or do any act that will impair the structural soundness of the building without first obtaining the prior written consent of the Developer and the Association.

H. Make no repairs to any plumbing or electrical wiring or air conditioning and heating systems except by personnel authorized to do such work by the Board of Directors of the Association Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the common elements. All repairs for repair, maintenance and replacement of air conditioning and heating systems regardless of location shall be the responsibility of the unit owner involved in such repair or replacement.

I. Not cause to be constructed or built any additional air conditioning or fan equipment attached to walls, windows, or doors or displayed in such a manner as to be seen from the outside of the building.

J. Not cover by shutters, screens, or otherwise any windows, doors, terraces or walkways of his unit without first obtaining the prior written consent of the Developer and the Association.

K. Children - No persons who have not yet attained eight (8) years of age shall be permitted to reside upon the Condominium units, except that children under such age may be permitted to visit and temporarily reside thereon, provided that such temporary residence shall not exceed sixty (60) days in any one calendar year or sixty (60) days within any consecutive twelve (12) month period, whichever may provide the least permissible residence.

L. Proviso - Provided, however, that until the Developer has completed and sold all the units of the Condominium, neither the unit owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold units and the common areas as may facilitate such completion

OFF REC 5953 PAGE 302

and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and visual promotional materials. The Developer may use unsold units as model units or as sales office for display purposes to prospective condominium purchasers. The Developer shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as Developer determines.

17. Conveyances, Sales, Rentals, Leases and Transfers. In order to insure the community of congenial residents and thus protect the value of the units, the sale, leasing, rental, and transfer of units by any owner, other than the Developer, shall be subject to the following provisions:

A. Conveyances, Sales and Transfers - Prior to the sale, conveyance, or transfer of any residential condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance, or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days, the Board of Directors of the Association shall either approve or disapprove of a proposed sale, transfer, or conveyance, in writing, and shall notify the owner of its decision. In the event the Board of Directors shall fail to approve or disapprove of a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors disapproves the proposed sale, conveyance, or transfer, and if a member still desires to consummate such sale, conveyance, or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the secretary of the Association of his intention to sell, convey or transfer on a certain date, together with the price and other terms thereof, and the Association shall promptly notify the members of the Association of the date, price, and terms. Any member shall have the first right over the prospective purchaser to accept such sale or transfer at the price and on the terms contained in the notice, provided that they so notify the secretary of the Association, in writing, of the acceptance at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the secretary of the Association ten per cent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the owner. In the event no members of the Association accept first right of purchase as aforedescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will accept the transaction upon the price and upon the terms contained in the notice, provided the Association, at least ten (10)

OFF. REC. 5953 PAGE 303

days before the date of the intended sale or transfer, notifies the owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association as a good faith deposit for the intended sale. In the event the member giving notice receives acceptance from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice received no written notice from any member of the Association accepting his price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the day of sale or transfer, then that member may complete the sale or transfer on the day and at the price and terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended, and immediately after such reimbursement said purchaser or transferee shall convey all of his right, title and interest to the member or members making the redemption.

An affidavit of the secretary of the Association stating that the Board of Directors approved in all respects on a certain date the sale or transfer of a condominium parcel to certain persons shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit the redemption rights herein afforded the members shall terminate.

An affidavit of the secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors disapproved or failed to act on such proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with, and that the sale or transfer of a particular condominium parcel to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the person's title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms, and date stated in the notice given to the secretary, but one hundred twenty (120) days after the date of the notice to the Board of Directors as stated in the affidavit the redemption rights herein afforded the members shall terminate.

OFF. REC. 5953 PAGE 304

B. Rental or Lease - A condominium parcel shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Board of Directors shall have the right to require that a substantially uniform form of lease be used.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration, and either the lessee or the member shall have the right to use the recreational facilities to the exclusion of the party not using same.

Completely apart from and in addition to the Association's right to pass on and approve or disapprove of any such attempted lease on any condominium unit, is the right of the Association hereby given and granted of first refusal to lease any condominium unit offered for lease by any member of the Association. Accordingly, no owner of a condominium unit shall lease same to any party without first giving the Association notice in writing of such lease as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said condominium unit on the same terms and conditions as those contained in any bona fide offer which the owner of such condominium unit may have received for the lease of his said condominium unit. If the Association is desirous of exercising its option to lease said condominium unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the owner of said condominium unit desiring to lease the same of the exercise by the Association of its election to so lease said condominium unit, such notice to be in writing and sent by certified mail to said owner within fifteen (15) days from receipt by the Association of the owner's notice to said Association as hereinabove required. If the Association has elected to lease such condominium unit, then, upon notifying the owner of such condominium unit of its election to lease said condominium unit, the Association shall execute a lease and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the Association does not, within fifteen (15) days after notice to it from the owner, exercise its right of first refusal herein granted the owner may lease the condominium unit to the proposed lessee, provided that the Association has approved of the lessee as hereinabove stated. If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease any condominium unit to be exercised in its name for itself or for a party approved by said Board of Directors.

C. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

OFF REC 3953 PAGE 305

D. In the case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons other than the surviving spouse or members of his family, as aforedescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of deecent and distribution of the State of Florida the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforedescribed, the Board of Directors of the Association shall, within thirty (30) days of proper evidence or rightful designation served upon the president or any other officer of the Association; or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owners of the condominium parcel. If the Board of Directors of the Association shall consent, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase or to furnish a purchaser, for cash, the said condominium parcel at the then fair market value thereof. Should the parties fail to agree on the value of such condominium parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for Broward County, Florida, upon ten (10) days' Notice, on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representatives of the deceased owner out of the amount realized from the sale of said condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser of said condominium parcel within such period, and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel; or such person or persons or the legal representative of the deceased owner may sell the said condominium parcel, but such sale shall be subject in all other respects to the provisions of this enabling Declaration and the By-Laws of the Association.

OFF. REC. 5953 PAGE 306

E. Mortgage - No parcel owner may mortgage his parcel nor any interest therein without the approval of the Association, except to an institutional mortgagee. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

F. Any sale, mortgage, or lease not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Association.

G. There shall be deposited and delivered to the Association a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or of transfer, gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said screening fee to be one hundred and fifty dollars ($150.00).

H. The foregoing provisions of this paragraph 17 shall not apply to transfer by a unit owner to his or her spouse or (if a unit is owned by a form of co-tenancy) to transfer from one co-tenant to the above co-tenant(s).

I. The Board of Directors of the Association shall have the right to withhold consent and approval of prospective unit owners or lessees, to any lease, sale, transfer, conveyance, bequeath, devise, or otherwise in the event those prospective unit owners or lessees by being such a unit owner or lessee would automatically violate or breach a term, condition, restriction, rule or regulation, or covenant under this Declaration or Exhibits hereto.

J. The foregoing provisions of this paragraph 17 shall not apply to a transfer to or purchase by an institutional mortgagee that acquires its title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by an institutional mortgagee that so acquires its title; nor shall such provisions apply to a transfer, sale, or lease by a 'bulk grantee' of an institutional mortgagee that so acquires its title as a result of owning a mortgage upon the unit concerned. A 'bulk grantee' is defined as a grantee acquiring five or more units from said institutional mortgagee. The assignee of a mortgage originally taken by an institutional mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to said institutional mortgagee. 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 provided by law, such

OFF REC 5953 PAGE 307

as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Developer, or any person who is an officer, stockholder or Director of the Developer, and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a unit without complying with the provisions of this paragraph 17, and without the approval of the Association, and without payment of any screening fee.

K. Notwithstanding anything herein to the contrary, the Developer shall have the right of first refusal to purchase any unit which the members or Association shall have the right to purchase upon the same price and at the same terms available to the Association or members; such right of first refusal to continue until such time as the Developer shall have completed, sold and closed on the sale of all units in the Condominium, or until three (3) years after the recordation of this Declaration, whichever shall first occur.

18. Restraint upon Separation and Partition. Any transfer of a condominium parcel must include all elements thereof as aforedescribed and appurtenances thereto whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements, the unit, and his Association membership. Recognizing that the proper use of a condominium parcel by an owner or owners is dependent upon the use and enjoyment of the common elements in common with the owners of all other condominium units, and that it is in the interest of all owners of condominium parcels that the ownership of the common elements be retained in common by the owners of condominium parcels in the Condominium, it is declared that the percentage of the undivided interest in the common elements appurtenant to each condominium parcel shall remain undivided and no unit owner shall bring any action for partition or division.

19. 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 rules 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 attorneys' fees as may be awarded by the court, provided no attorneys' fees may be recovered against the Association in such action.

OFF REC 5953 PAGE 308

In addition to the foregoing, if a unit owner fails to comply with the terms of this Declaration, the By-Laws, and/or the rules and regulations adopted pursuant thereto, as they may be amended from time to time, and as a result of such failure it becomes necessary for either the Association or its agent to employ an attorney in order to insure that the unit owner complies with his said obligation, then and in such event the unit owner will be obligated to reimburse the Association for the costs of such attorneys' fees, regardless of whether or not suit may be instituted.

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

21. Assignability of Rights of Developer. The rights and privileges reserved in this Declaration of Condominium, and in Exhibits hereto, in favor of the Developer, are assignable by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights in its behalf.

22. Type of Ownership. Ownership of each Residential condominium parcel shall be by warranty deed from the Developer conveying fee simple title to each condominium unit and the undivided share in all other improvements appurtenant to such unit. There shall be included in each parcel the undivided share in the common elements as aforedescribed. The form of Warranty Deed is attached hereto as Exhibit F.

23. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium and the Charter and By-Laws of the Association may be amended in the following manner:

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

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

(a) Not less than sixty-six and two thirds (66 2/3%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association or

OFF. REC. 5953 PAGE 309

(b) Not less than seventy-five (75%) percent of the votes of the entire membership of the Association, or,

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners 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.

Proviso Provided however:

(1) That no amendment shall be made or be valid which shall in any manner impair the security of any institutional mortgagee having a mortgage or other lien against any condominium parcel, or shall in any manner impair the security of the Owner's interest under the Land Use Agreement. Any such amendment shall be conclusively presumed to impair the security of the Owner's interest under the Land Use Agreement unless the approval of the said Owner is expressly noted thereon in writing.

(2) That no amendment shall be made increasing or decreasing a unit owner's percentage of ownership in the common elements as hereinabove stated, unless the unit owner or unit owners so affected and all record owners of liens thereon shall join in the execution of the amendment.

(3) No provisions of Paragraph 15 of this Declaration may be changed without the written consent and approval of ninety (90%) percent of all institutional mortgagees of record of this Condominium.

(4) No amendment shall be made or be valid so long as the Developer is the owner of any unit within the Condominium unless the approval of the Developer is expressly noted thereon in writing except that this clause (4) shall not be applicable or in force after December 31, 1977.

(5) No provisions of Paragraph 8 (a) of this Declaration may be changed, altered or modified without the written consent and approval of all unit owners and their mortgagees.

(6) Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Developer may amend this Declaration as aforedescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of Broward County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference

OFF REC 5953 PAGE 310

to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors, or mortgagees of units of the Condominium whether or not elsewhere required for amendments. However, as part and parcel of any such amendment as provided for in this subparagraph, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died then in that event any other party having personal knowledge of the incorrect legal description by reason of the scrivener's or surveyor's error may execute the required affidavit for the amendment provided for herein.

(7) No amendment shall be made or be valid which would in any way affect the liability or duties of the Association or the Owner under the Land Use Agreement unless the approval of the Owner is expressly noted thereon in writing.

C. A copy of each amendment shall be certified by the president or vice-president and secretary or assistant secretary or treasurer of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Broward County, Florida.

24. Termination. This Condominium may be voluntarily terminated in the manner provided for in Section 16 of the Condominium Act at any time. In addition thereto, when there has been "very substantial"damage, as defined in Article 15.B(6) above, this Condominium shall be subject to termination, as provided in said Article 15.B(6) above. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the members of the Association, pursuant to notice, and is approved in writing within ninety (90) days of the said meeting by three-fourths (3/4) of the total vote of the members of the Association, and all institutional mortgagees, then the Association and the approving owners shall have an option to purchase all of the parcels of the other non-consentive owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

REC 5705 Pg 0311

A. Exercise of Option: An agreement to purchase, executed by the Association and/or the record owners of the condominium parcels who will participate in the purchase shall be delivered, by personal delivery, or mailed by certified mail or registered mail to each of the record owners of the condominium parcels to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all parcels owned by 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 the purchaser within sixty (60) days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by appraisers appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, on the petition of the Seller. The expenses of appraisal shall be paid by the purchaser.

C. Payment: The purchase price shall be paid in cash.

D. Closing: The sale shall be closed within sixty (60) days following the determination of the sale price.

25. Apartment Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

A. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundaries - The horizontal plane of the undecorated finished ceiling.

(2) Lower Boundaries - The horizontal plane of the undecorated finished floor.

B. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, terrace or canopy, the perimetrical boundaries shall be extended to include the same.

OFF REC 5053 PAGE 312

26. Rights Reserved unto Institutional Mortgagees. So long as any institutional mortgagee or institutional mortgagees shall hold any mortgage upon any condominium parcel or condominium parcels, or shall be the owner of any condominium parcel or condominium parcels, such institutional mortgagee or institutional mortgagees shall have the following rights, to wit:

A. To be furnished with at least one copy of the annual financial statement and report of the Association, prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year.

B. To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

C. To be given notice of default by any member owning any condominium parcel encumbered by a mortgage held by any institutional mortgagee or institutional mortgagees, such notice to be given in writing and to be sent to the principal office of such institutional mortgagee or institutional mortgagees, or to the place which it or they may designate in writing to the Association.

OFF REC 3953 PAGE 313

D. To cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required to have in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to each institutional mortgagee or institutional mortgagees a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The Insurance Trustee designated by the Association shall be the escrow depository for purposes hereof, or the Board of Directors of the Association may designate any institutional mortgagee interested in the Condominium to act in such capacity.

Whenever any institutional mortgagee or institutional mortgagees desire the provisions of this Article to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, which written notices shall identify the condominium parcel or condominium parcels upon which any such institutional mortgagee or institutional mortgagees hold any mortgage or mortgages, or identifying any condominium parcel owned by them, or any of them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the Association to such institutional mortgagee or institutional mortgagees.

Premiums for insurance required to be placed by the Association shall be a common expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the institutional mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, then said institutional mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the moneys so advanced, plus interest thereon at the highest legal rate, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against individual unit owners for the payment of such items of common expense.

OFF REC 5953 PAGE 314

If two (2) or more institutional mortgagees hold any mortgage or mortgages upon any condominium parcel or condominium parcels, and/or shall be the owner of any condominium parcel or condominium parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the institutional mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, and the decision of such institutional mortgagee shall be controlling.

27. Covenants. All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration.

28. Restrictions and Easements. The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the Condominium property nor unreasonably interfering with the enjoyment of the Condominium property by the Association's members.

This Condominium is a multi-phase Condominium project as heretofore described in this Declaration and, accordingly, licenses, easements and/or rights of way established by the Developer or the Association either prior to date of recording of this Declaration or subsequent thereto or as included in this Declaration for pedestrian or vehicular traffic or for United States Post Office authorities or for utility easements, services or drainage shall be not only for the use of unit owners in this Condominium but also for the use and benefit of unit owners and land owners of the land in Exhibit D hereto, their mortgagees, heirs, successors, personal representatives and assigns.

OFF. REC. 5953 PAGE 315

It is understood that certain portions of the Project Lands, from time to time, be set aside and designated for use as an interior private road system, pedestrian walkways, automobile parking areas and landscaped areas for the common use and benefit of all unit owners or tenants, their mortgagees, and guests, invitees, employees and the Developer in the Project. It is the intention of this Declaration that the portions of the common elements of this Condominium which must be utilized for the above described purposes be subject to the various easements created by this Declaration and all exhibits attached hereto and that the general reservation herein of said easements would fulfill said intent. However, if the intended creation of any or all of the aforesaid easements should fail by reason of the fact that as at the date hereof there is no grantee in being who has the capacity to take and hold the said easements (such as future unit owners in the Project or Land owners of the Land in Exhibit H hereto, their mortgagees, heirs, successors, personal representatives and assigns) by virtue of the reservation and grants of easements attempted to be made herein, then and in such event, any easement, license or right-of-way, not deemed to be created as aforedescribed shall be considered as having been granted directly to the Association for the purpose of allowing the original party to whom the easement or license or right-of-way was originally granted the benefit of said easement or license or right-of-way.

Any easement, whether heretofore or hereafter created under and pursuant to this Declaration of Condominium shall constitute a covenant running with the land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The unit owners of this Condominium do hereby designate the Developer and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

29. Developer's Tenants. It is understood and agreed by all parties hereto and all unit owners that certain units may be occupied by tenants of the Developer under lease agreements heretofore or hereinafter consummated and agreed upon. That any such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements and to use and enjoy on a non-exclusive basis all common elements of the Condominium and the Recreational facilities under the Land Use Agreement without any cost or expense except as may be provided under their lease agreement with the Developer.

30. Invalidation and Operation. Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a condominium parcel, whether by judgment, court order, or statute, shall in nowise affect any of the other provisions, which shall remain in full force and effect.

OFF REC 5953 PAGE 316

In the event that any court shall hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

31. Approval and Ratification. Condominium Association, by its execution of this Declaration of Condominium, approves and ratifies all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto. The Condominium unit owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium unit, and other parties by virtue of their occupancy of units, hereby approve and ratify all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto.

32. Reservation of Exclusive Right to Install, Provide and Maintain Pay Television in the Condominium Property and Recreational Facilities. Developer anticipates that certain systems may be developed, including, but not limited to, Community Antenna Television, which will permit the transmission of a pay television picture to the Condominium units of this Condominium and to the recreational areas. The Condominium Association and each unit owner in this Condominium do hereby give and grant unto the Developer and the Developer does hereby reserve unto itself for a thirty-five (35) year term, commencing with the date hereof, the exclusive right and privilege to install, provide and maintain any or all present or future systems which are or may be developed for the purpose of transmitting a pay television picture into the Condominium units of this Condominium which desire such service and into the improvements of the recreational areas. Developer does further reserve such easements over, under, across and through the Condominium property and for cables and other equipment as may be reasonably necessary to provide the transmission of a pay television picture to the Condominium and recreational areas. Developer further reserves the unrestricted right to assign, transfer and convey the exclusive right, privilege and easement herein reserved. For the term of this reservation, the Condominium Association charged with the management of this Condominium and each unit owner in this Condominium, his successors and assigns, shall be prohibited from entering into any contract or agreement to provide pay television service with any party other than Developer, or its assigns, which said prohibition shall be enforceable by injunction in a court of appropriate jurisdiction in Broward County, Florida.

33. Warranties. The Developer does not warrant to the Association or the unit owners the construction of, or any part of, the Condominium property, common elements or units, save and except any express written warranties delivered by the Developer in writing to unit owners; and any and all implied warranties, including warranties of merchantability

REE 6953 PAGE 317

and fitness for use, are hereby specifically disclaimed. Developer further disclaims any intent to have made any warranty or representation in connection with the condominium documents except as specifically set forth herein, and no person shall rely upon any warranty or representation not so specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed.

34. Execution of Documents Required by City of Plantation or Broward County, Florida. The Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by the City of Plantation or Broward County, Florida. To the extent that said documents require the joinder of any or all property owners in this Condominium each of said owners, by virtue of his acceptance of a Warranty Deed to his Condominium unit, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

35. Land Use Agreement. Pursuant to Florida Statute 711.121, the Association has entered into a Land Use Agreement, referred to as such, with the Developer. Pursuant to the Land Use Agreement the Association has acquired an interest in and to the recreational facilities, lands, and improvements described thereunder including the right to use the same until such time as such recreational facilities, lands, and improvements are conveyed to the Association as provided by the terms thereof. In accordance with Florida Statute 711.121 and the Land Use Agreement, all monies due and to become due under the provisions of the Land Use Agreement for the full term of said Land Use Agreement, and upon the conveyance to the Association of the ownership of the recreational facilities and improvements, and thereafter are declared to be common expenses of the Condominium.

The Developer and the Association, by their execution of this Declaration of Condominium, and each unit owner, by virtue of their taking title to a condominium unit, agree that notwithstanding the fact that the Land Use Agreement is attached to this Declaration of Condominium, and was recorded in the Public Records subsequent or simultaneous to the recording of this Declaration of Condominum, that said Land Use Agreement shall be deemed to have been recorded in the Public Records prior to the recording of this Declaration of Condominium.

Each unit owner agrees to be bound by the terms and conditions of said Land Use Agreement and agrees to make payment to the Association of his share of the monies due, pursuant to and in the amount of proportion, or percentage amount, if

OFF. REC. 5953 PAGE 318

so stated, as specified in the Land Use Agreement and this Declaration of Condominium. It shall be mandatory for each unit owner to make his pro rata payments of the foregoing expenses, as assessed by the condominium association, as part of the common expense, regardless of whether or not said unit owner uses the recreational facilities.

Neither the recreational facilities, lands, and improvements described under the Land Use Agreement nor the Association nor its members' rights thereto shall be deemed a part of the Condominium property of the Condominium created by virtue of this Declaration of Condominium.

The Land Use Agreement will permit each owner or lessee of each unit in the Project to have the right, privilege, access, and use of the recreational facilities thereunder. The Land Use Agreement has been entered into for the use and benefit of all unit owners in this condominium and the lessees or unit owners of all other condominiums or rental type apartment buildings in the Project.

Each unit owner in this Condominium and each unit owner or lessee in all other buildings in the Project shall be entitled to the use and enjoyment of the recreational facilities under said Land Use Agreement, subject to the Rules and Regulations as promulgated by the Association. However, all such Rules and Regulations shall be subject to the approval of the owner under the Land Use Agreement, and the paramount right of Owner to enact, adopt, and amend the same.

In order to secure the faithful performance of the Association's obligation to the Owner under the Land Use Agreement, each unit owner shall pledge and grant a lien upon his full interest in the subject condominium in favor of the said Owner as set forth in said Land Use Agreement, which lien shall be effective only upon the recordation thereof as described in the Land Use Agreement.

The Land Use Agreement may be amended by an instrument in writing, executed by the Owner and the Condominium Association, by and through its Board of Directors, except there shall be no Amendment affecting the Land Use Agreement which would impair the rights of unit owners to the use and enjoyment of the recreational facilities, without the unit owners so affected, and all record owners of Institutional First Mortgagees thereon, joining in the execution of said Amendment. The aforesaid Amendment shall be duly recorded in the Public Records of Broward County, Florida, and the recording of said Amendment shall constitute an Amendment to this Declaration of Condominium as to the provisions herein relative to said Land Use Agreement. Where the Developer continues to hold title to Condominium units in this Condominium at the time of a proposed Amendment as set forth in this paragraph, the approval of the Developer shall be required. No Amendment, as set forth in this paragraph, shall change the

RE 5953 PAGE 319

provisions of the Land Use Agreement or this Declaration with respect to Institutional First Mortgagees. The Board of Directors of the Condominium Association are empowered and authorized, without the approval of the unit owners, to amend the Land Use Agreement and this Declaration as contemplated in this paragraph. This paragraph is paramount to and supersedes paragraph 23 of this Declaration as to the matters set forth in this paragraph.

It is specifically recognized that the Owner under the Land Use Agreement may control the original Board of Directors and officers of the Association and that such circumstances shall not, and cannot, be construed or considered as a breach of his duties to the Association nor as possible grounds to invalidate such Land Use Agreement in whole or in part.

Whenever any of the provisions of the Land Use Agreement shall be in conflict with the provisions of this Declaration, then the provisions of the Land Use Agreement shall be controlling.

Each unit owner, his heirs, personal representatives, successors, and assigns, shall be bound by said Land Use Agreement to the same extent and effect as if he had executed said Land Use Agreement for the purpose therein expressed, including but not limited to:

(a) Adopting, ratifying, confirming and consenting to the execution of the Land Use Agreement by the Association;

(b) Covenanting and promising to perform each and every of the covenants, promises, and undertakings to be performed by unit owners in the cases provided therefor in said Land Use Agreement;

(c) Ratifying, confirming, and approving each and every provision of said Land Use Agreement and acknowledging that all of the terms and provisions thereof, are reasonable;

(d) Agreeing that the persons acting as directors and officers of the Association in the acquisition of such interest under the Land Use Agreement have not breached any of their duties or obligations to the Association;

(e) Subjecting all of his right, title and interest in his Condominium parcel and tangible personal property therein to the lien rights granted to the Owner under the said Land Use Agreement.

OFF. REC. 5953 PAGE 320

36. Developer's Right to Continue Construction. Developer reserves the inalienable right to complete the construction of the Project, each phase and recreational areas for the Project, notwithstanding that a unit owner has closed title to his individual unit.

37. Notices. Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by Certified Mail, Return Receipt Requested, at their place of residence in the condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by Certified Mail, Return Receipt Requested, at the primary office of the Association at 6625 West Broward Boulevard, Plantation, Florida, 33314.. Notices to the Developer shall be delivered by Certified Mail, Return Receipt Requested, at 6625 West Broward Boulevard, Plantation, Florida, 33314. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

38. Interpretation. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to wit: Chapter 711 of the Florida Statutes, as amended.

IN WITNESS WHEREOF, the Developer, PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, has caused these presents to be signed in its name by its President and its corporate seal affixed, and attested by its Secretary, this 27th day of September, 1974, at North Miami Beach, Dade County, Florida.

Witness:

PLANTATION CLUB DEVELOPMENT CORP.
a Florida Corporation (Seal)

BY _____
President

Attest:

_____
Secretary

OFF. REC. 5953 PAGE 321

FOR GOOD AND VALUABLE CONSIDERATIONS, receipt of which is hereby acknowledged, PLANTATION CLUB ASSOCIATION, INC., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations, and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, PLANTATION CLUB ASSOCIATION, INC., has this 27th day of September, 1974, caused these presents to be signed in its name by its President and its corporate seal affixed, and attested by its Secretary, at North Miami Beach, Dade County, Florida.

PLANTATION CLUB ASSOCIATION, INC.
a Florida Non-Profit Corporation

Witnesses:

Diane Lucchese

Diana L. Adams

By _____ (Seal)
President

Attest:

_____
Secretary

STATE OF FLORIDA)
) SS:
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 RICHARD J. BLOCK and BERNARD SULTAN, well known to me to be the President and Secretary, respectively, of PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, and that they severally acknowledged executing same in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in them by PLANTATION CLUB DEVELOPMENT CORP., and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 27th day of September, 1974.

_____
Notary Public, State of Florida
at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES, 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

OFF REC 5953 PAGE 322

STATE OF FLORIDA)
) SS:
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 RICHARD J. BLOCK and BERNARD SULTAN, well known to me to be the President and Secretary, rspectively, of PLANTATION CLUB ASSOCIATION, INC., a Florida non-profit corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under the authority duly vested in them by PLANTATION CLUB ASSOCIATION, INC., and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 29 day of September, 1974.

Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

OFF. REC. 5953 PAGE 323

EXHIBIT "A"

TO THE DECLARATION OF

PLANTATION CLUB A

A CONDOMINIUM

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY: A portion of Lot 1 "PLANTATION CLUB" as recorded in plat Book 80 at Page 15 of the Public Records of Broward County, Florida being more particularly described as follows:

Commence at the Northwest corner of said Lot 1, thence run S6° 00' 00"E 143.90 feet along the West line of said Lot 1 to the Point of Beginning; thence run N 84° 00' 00" E 70.00 feet; thence run S 6° 00' 00" E4.00 feet; thence run N 84° 00' 00"E 31.00 feet; thence run S 6° 00'00"E, 131.00 feet; thence run N 84° 00'00"E 41.00 feet; thence run N39° 00'00"E, 75 feet; thence run North 24.00 feet; thence run East 193.00 feet; thence run South 50.00 feet; thence run S 45° 00' 00'E, 62.00 feet; thence run South 95.99 feet to a point which is 45.00 feet North of the South line of said Lot 1; thence run West 415.52 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1 to a point on the West line of said Lot 1; thence run N 6°00'00"W 228.21 feet along the West line of said Lot 1 to the Point of Beginning. Said lands situate in Broward County, Florida.

OFF REC. 5953 PAGE 324

EXHIBIT "B"

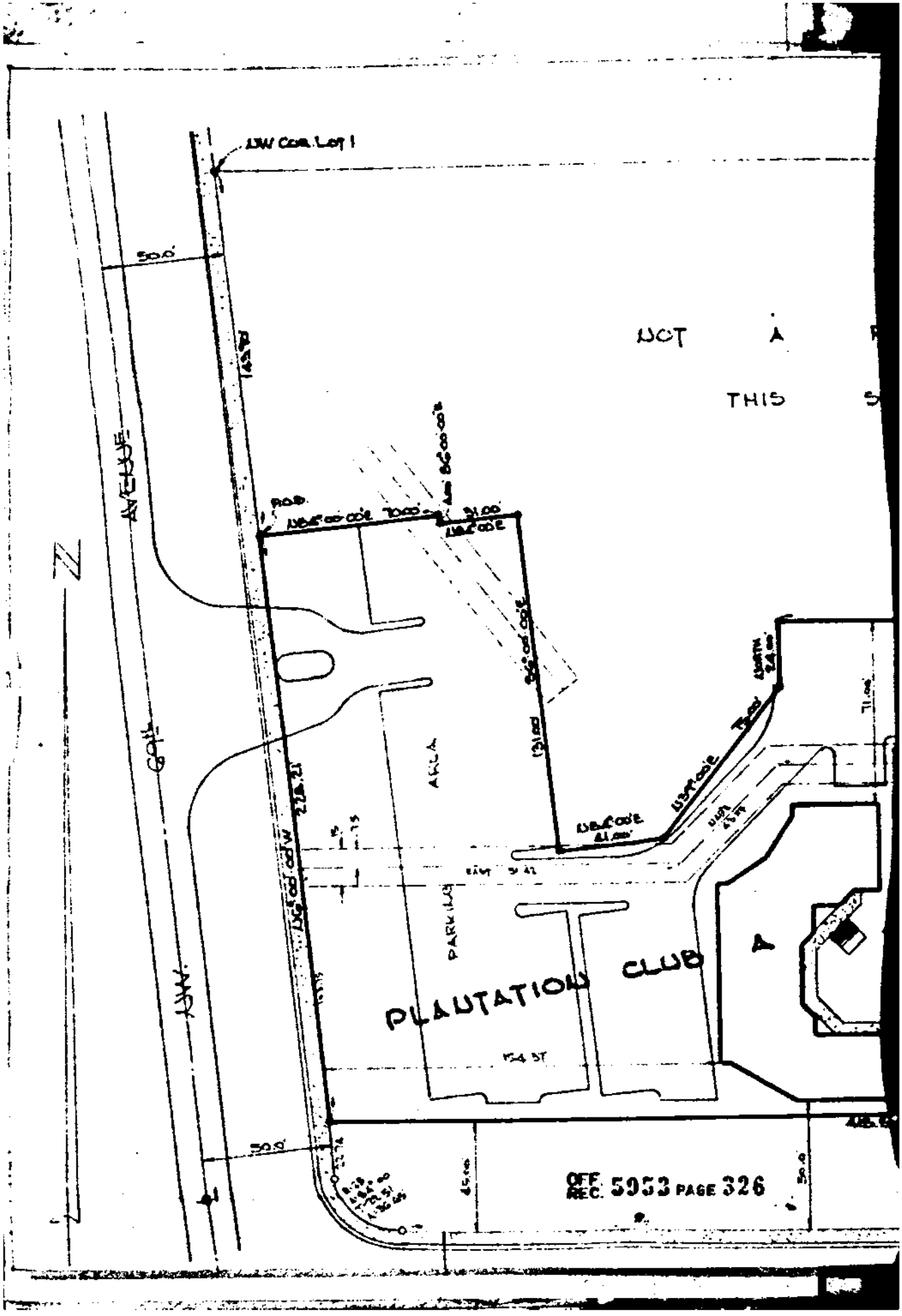
TO THE DECLARATION OF

PLANTATION CLUB A,

A Condominium

(Same being a Survey of the land submitted to Condominium ownership hereunder (the foregoing land is described in Exhibit A to this Declaration), together with a graphic description of the improvements now located upon said lands and a Plot Plan thereof which together with the Declaration to which this is attached, identifies the Common Elements and each Condominium Unit and their relative locations and approximate dimensions.)

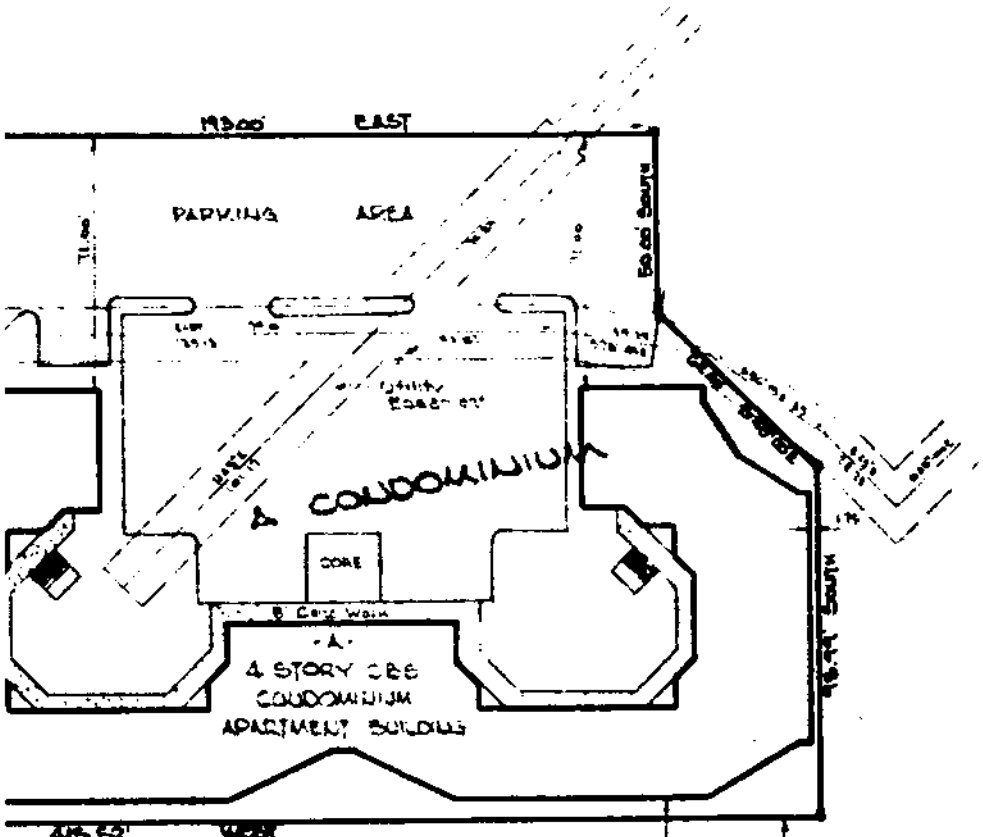
OFF 5953 PAGE 1179


NW Corn. Lot 1
500'
LOT A
THIS
POB
AREA
PARKING
PLANTATION CLUB
154 ST
50'
OFF. REC. 5953 PAGE 326

EAST
B13.49

PART OF

SURVEY



LOT A PART

OFF. REC. 5953 PAGE 327

B13.56
WEST

6' Conc. Sidewalk

PL

DESCRI

A portion
Page 15
Co
We
S6
run
feet
fee
ther
said
the
Co

NOTES

(A) Each

(B) Each
floor are
common

(C) All lo
of a co

(D) Com
unit, b
telephon

(E) All d

(F) The
Condo
describ
of Flor

SURVEY

OFF. REC. 5953 PAGE 328

AVENUE

25'

R=25
Δ 90°
38.40'
T=25.13
Δ 39.79

2' Curb & Gutter

PLANTATION CLUB A

PREPARED BY

DONALD P. RA

REGISTERED LAND SUR

HIALEAH

DESCRIPTION OF PLANTATION CLUB A, A CONDOM

A portion of Lot 1, "PLANTATION CLUB" according to t
Page 15 of the Public Records of Broward County, Flor
Commence at the Northwest corner of said Lot 1; ther
West line of said Lot 1 to the Point of Beginning, thence
S6°00'00"E, 4.00 feet; thence run N84°00'00"E, 31.00 fee
run N84°00'00"E, 41.00 feet; thence run N39°00'00"E
feet; thence run East, 193.00 feet; thence run South, 5
feet; thence run South, 95.99 feet to a point lying 45.0
thence run West, 415.52 feet along a line parallel to a
said Lot 1 to a point on the West line of said Lot 1
the West line of said Lot 1, to the Point of Beginning
County, Florida.

NOTES:

(A) Each condominium unit is composed of the apartment

(B) Each condominium unit shall have as its boundary lines
floor and perimeter walls. All bearing walls located within
common area up to the finished surfaces of said walls.

(C) All lands and all portions of the building or other impr
of a condominium unit are parts of the common elemen

(D) Common elements mean the portion of the condomin
unit, but shall include easements through each unit for
telephone lines and other facilities for the furnishing of

(E) All dimensions shown in the individual units are to t

(F) The attached plat of "Plantation Club A, A Condomin
Condominium, submitted by the undersigned, who ha
described, and who hereby creates the same as provid
of Florida, Acts of 1963, "The Condominium Act", as a

Plantati

By

CLUB A , A CONDOMINIUM

PREPARED BY

ONALD P. RAMSAY

ERED LAND SURVEYOR No. 1208

ALEAH FLORIDA

CLUB A, A CONDOMINIUM

CLUB" according to the plat thereof as recorded in Plat Book 80 at
ward County, Florida, being more particularly described as follows:
rner of said Lot 1; thence run S0°00'00"E, 143.90 feet along the
st of Beginning, thence run N89°00'00"E 70.16 feet, thence run
n N.0°00'00"E, 31.00 feet; thence run S89°00'00"E 131.00 feet, thence
ence run N.0°00'00"E 75.00 feet, thence run North, 24.00
t; thence run South, 50.00 feet, thence run S45°00'00"E, 60.00
et to a point lying 45.00 feet North of the South line of said Lot 1;
long a line parallel to and 45.00 feet North of the South line of
st line of said Lot 1, thence run N0°00'00"W, 228.21 feet along
the Point of Beginning. Said lands lying and being in Broward

ased of the apartment and the attached porch or terrace

ve as its boundary lines the interior unfinished surfaces of the ceiling,
g walls located within said apartment constitute part of the
rfaces of said walls

building or other improvements not located within the boundaries
of the common elements

rtion of the condominium property not included in the condominium
through each unit for electric conduits, running pipes, ducts,
s for the furnishing of utility service to each unit and common areas.

vidual units are to the interior finished surfaces

Club A, A Condominium" is Exhibit "B" to the Declaration of
undersigned, who has title of record to the real property herein
s the same as provided for by Chapter 63 35, Laws of the State
dominium Act", as amended

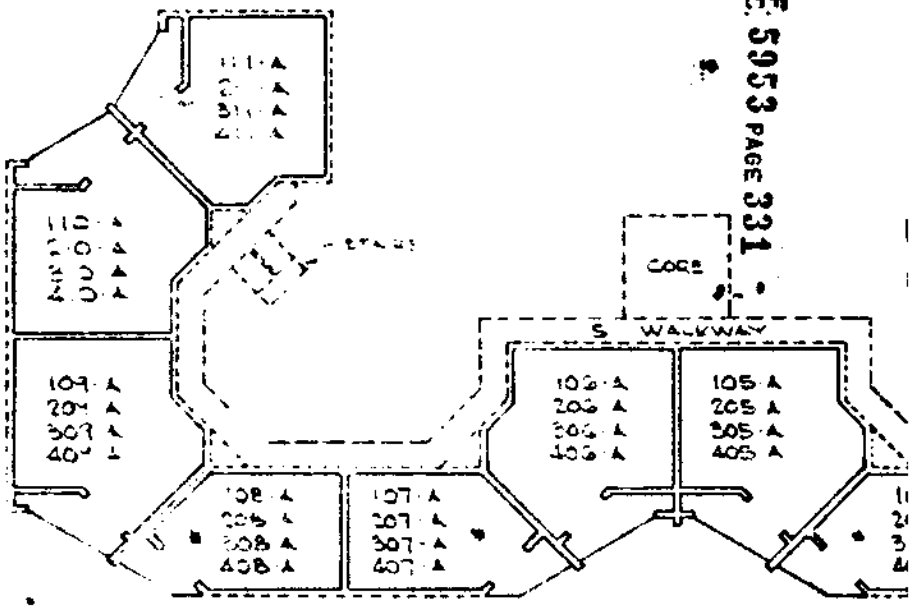
OFF. REC. 5953 PAGE 230

Plantation Club Development Corp

By Richard J. Stelk

President

SEAL



OFF REC. 5953 PAGE 331

TYPICAL FLOOR PLA

Graphic Scale

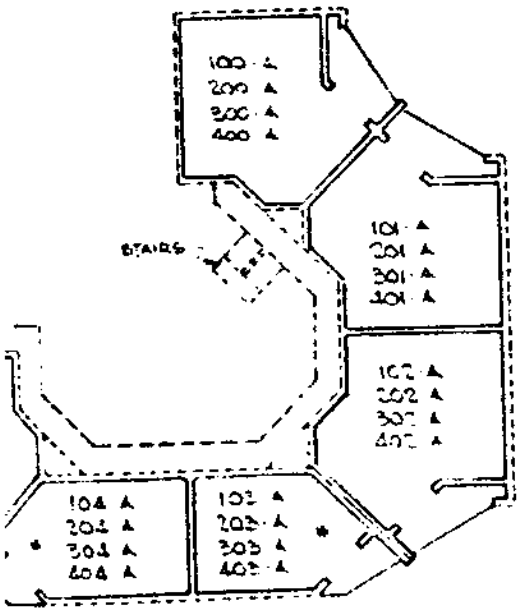
SCALE: 1"=30'

WEST EDGUC LANE

WEST BROWARD BC

Graphic Scale

SCALE: 1" = 40'



NOTES

1 * Indicates Type 1 Apartment (See Sheet 3)
All others are Type 2 (See Sheet 4)

2 APT No 1xx Indicates First Floor
2xx Indicates Second Floor
3xx Indicates Third Floor
4xx Indicates Fourth Floor

3 _____ Indicates boundary of Condominium Unit

4 - - - - - Indicates Common Elements

42.78 CEILING
34.66 4TH FLOOR
34.16 CEILING
26.04 3RD FLOOR
25.54 CEILING
17.42 2ND FLOOR
16.92 CEILING
8.80 1ST FLOOR

APARTMENT ELEVATIONS

Note All elevations shown are expressed in feet and refer to USC&GS datum (M.S.L.)

ULAU

OFF. REC. 5953 PAGE 332

OFF
REC. 5953 PAGE 333

I HEREBY CERTIFY:
That the attached plan of "Plantation Club A. A Condomin
the best of my knowledge of the improvements and desc
AND:
that the undersigned who is a surveyor authorized to pr
that the attached survey and floor plan, together with "
is a correct representation of the improvements describ
described is sufficiently complete and there can be de
approximate dimensions and size of the common elem

Dona
Register
State o

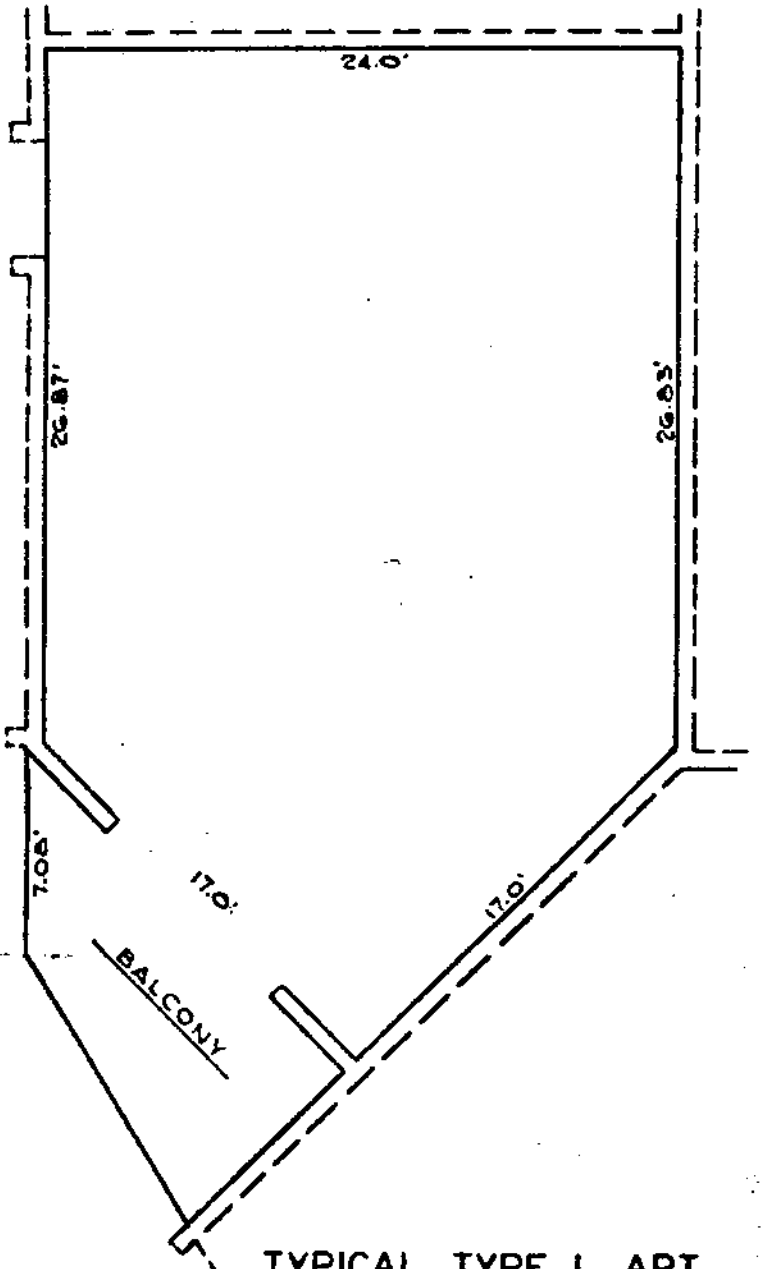
Dated

OFF. REC. 5953 PAGE 334

[redacted]

[redacted]

[redacted]



TYPICAL TYPE I APT.

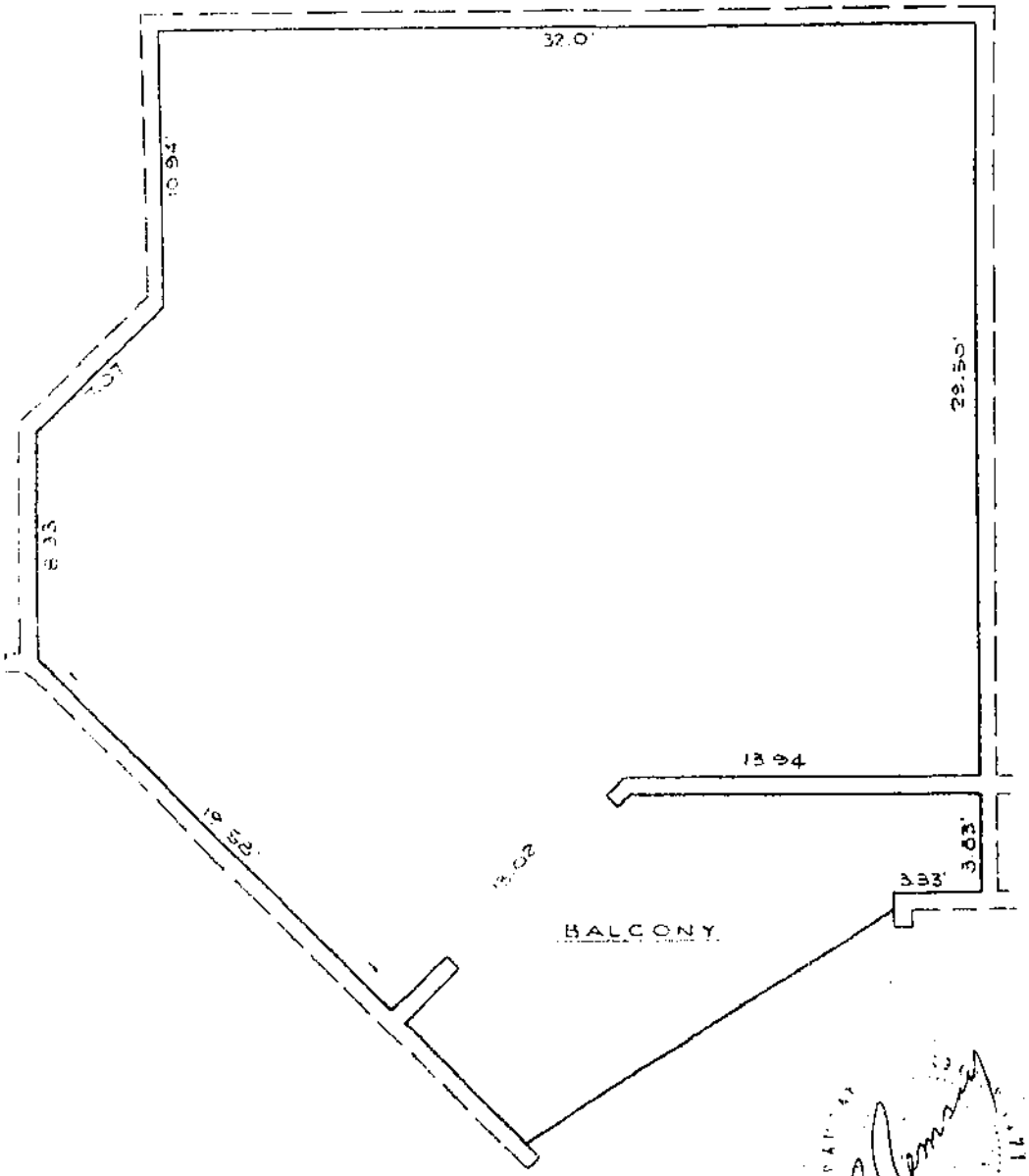
SCALE 1" = 8'

PLANTATION CLUB A, A CONDOMINIUM

DONALD R. RANKIN
REGISTERED LAND SURVEYOR No. 1788
STATE OF FLORIDA
OCT. 1973
SEPT. 1974

SHEET 4 OF 4 SHEETS

OFF. REC. 5953 PAGE 336



TYPICAL TYPE 2 APT.

SCALE 1" = 5'

PLANTATION CLUB A, A CONDOMINIUM

DONALD P. RAMSAY
REGISTERED LAND SURVEYOR NO. 1208
STATE OF FLORIDA
OCT. 1973
~~SEPT~~ 1974

SHEET 3 OF 3

OFF. REC. 5953 PAGE 337

EXHIBIT "C"

TO THE DECLARATION OF

PLANTATION CLUB A

A CONDOMINIUM

UNIT NUMBER	PERCENTAGE
100-A	2.32
101-A	2.32
102-A	2.32
103-A	1.61
104-A	1.61
105-A	2.32
106-A	2.32
107-A	1.61
108-A	1.61
109-A	2.32
110-A	2.32
111-A	2.32
200-A	2.32
201-A	2.32
202-A	2.32
203-A	1.61
204-A	1.61
205-A	2.32
206-A	2.32
207-A	1.61
208-A	1.61
209-A	2.32
210-A	2.32
211-A	2.32
300-A	2.32
301-A	2.32
302-A	2.32
303-A	1.61
304-A	1.61
305-A	2.32
306-A	2.32
307-A	1.61
308-A	1.61
309-A	2.32
310-A	2.32
311-A	2.32
400-A	2.32
401-A	2.32
402-A	2.32
403-A	1.61
404-A	1.61
405-A	2.32
406-A	2.32
407-A	1.61
408-A	1.61
409-A	2.32
410-A	2.32
411-A	2.32

OFF. REC. 5913 PAGE 338

EXHIBIT "D"

TO THE DECLARATION OF

PLANTATION CLUB A,

A CONDOMINIUM

BEING THE BY-LAWS OF

PLANTATION CLUB ASSOCIATION, INC.

OFF. REC. 5953 PAGE 339

BY-LAWS

- of -

PLANTATION CLUB ASSOCIATION, INC.

A Florida no-stock, non- profit

Membership Corporation

ARTICLE I

GENERAL

Section 1. The Name: The name of the corporation shall be PLANTATION CLUB ASSOCIATION, INC., hereinafter referred to as "the Association".

Section 2. Principal Office: The principal office of the corporation shall be at 6625 West Broward Boulevard, Plantation, Florida, 33314, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Identity: That in addition to the within By-Laws being the By-Laws of the Association, these By-Laws are established pursuant to the Florida Condominium Act, Chapter 711, Florida Statutes, 1963, as amended, for the purpose of administering, operating, and managing all condominiums submitted to condominium ownership within PLANTATION CLUB Project hereinafter referred to as Complex or Project.

Section 4. Definition: As used herein, the term "corporation" shall be the equivalent of "association", and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of PLANTATION CLUB A, a Condominium.

ARTICLE II

DIRECTORS

Section 1. Number and Term: The number of directors which shall constitute the whole board shall not be less than three (3) nor more than nine (9). 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.

REC. 5953 PAGE 340

Section 2. Representation: After the initial Board of Directors within the limits above specified the number of directors shall be determined as follows:

A. Upon the first election of directors, three (3) directors at large shall be elected plus a number equal to the total number of condominiums in existence at that time which were created under a recorded Declaration of Condominium and for which this association is designated as the entity responsible for their operation so that in addition to the three (3) directors elected at large each condominium as described above will have at least one representative on the Board of Directors (which representatives will hereinafter be referred to as resident directors).

B. Resident directors shall be elected solely by the members of each condominium who are the only members entitled to vote for their respective resident director.

C. Directors at large shall be elected by the membership of the Association at large.

D. Each member of the Board of Directors shall have equal powers, rights and obligations without regard as to whether or not they were elected at large or by a separate class.

E. After the first election of directors at each election thereafter the number of directors to be elected will be the same as the preceding number of directors plus one resident director for any additional condominium for which the Association was designated as the entity responsible for its operation which is created in the interim between elections.

OFF. REC. 5953 PAGE 341

Proviso:

Notwithstanding anything to the contrary set forth herein, the first election of directors shall not be held until one hundred and twenty (120) days subsequent to the date on which PLANTATION CLUB DEVELOPMENT CORP., hereinafter called "the Developer", has closed the sales of two hundred (200) condominium units in PLANTATION CLUB Project, or until the Developer voluntarily elects to terminate its control of the Association or until December 31, 1977, whichever of such events shall first occur, and until that time the original directors of the corporation, all of whom are controlled by the Developer, shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer.

Section 3. Vacancy and Replacement. If the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office, or otherwise, a 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 4. Removal. Directors, other than the first Board of Directors, may be removed for cause by an affirmative vote of a majority of the members. No director shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever, except for the first or initial Board of Directors.

Section 5. First Board of Directors. The first Board of Directors shall consist of RICHARD J. BLOCK, BERNARD SULTAN and MORRIE COURTNEY, who shall hold office and shall reasonably exercise all powers of the Board of Directors until the first election of directors, anything herein to the contrary notwithstanding; provided that any and all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 6. Powers. The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include but not be limited to, the following items:

A. To make and collect assessments and establish the time within which payment of same are due;

B. To use and expend the assessments collected, to maintain, care for, and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for, and preserved by the unit owners;

OR 5953 PAGE 342

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

D. To enter into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation;

E. To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable;

F. To collect delinquent assessments by suit or otherwise, abate nuisances, and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration; to employ, contract with, retain and pay attorneys and accountants in connection with the business of the corporation.

G. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or an apartment house manager who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building. To employ workmen, janitors and gardeners, and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed desirable, and generally, to have the powers of an apartment house manager in connection with the matters hereinbefore set forth;

H. To make reasonable rules and regulations for the occupancy of the condominium parcels;

I. To acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation, or other use and benefit of the unit owners, and to declare expenses in connection therewith to be common expenses; all in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the corporation, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

J. To approve or disapprove proposed purchasers and lessees of condominium parcels in the manner which may be specified in the Declaration of Condominium.

OFF. REC. 5953 PAGE 343

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 meeting of the members, and immediately after the adjournment of same.

B. No notice of a Board of Directors meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual, or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board of Directors shall be required.

C. Special meetings of the Board may be called by the president on five (5) days' notice to each Director. Special meetings shall be called by the secretary and president in a like manner and on like notice on the written request of two (2) 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 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. Order of Business: The order of business at all meetings of the Board shall be as follows:

A. Roll call;
B. Reading of minutes of last meeting;
C. Consideration of communications;
D. Resignations and elections;
E. Reports of officers and employees;
F. Reports of committees;
G. Unfinished business;
H. Original resolutions and new business;
I. Adjournment.

Section 9. Annual Statement: Subsequent to the first election of directors, the Board shall present, not less often than at the annual meetings 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 at the annual meetings.

OFF REC 5973 PAGE 344

ARTICLE III

OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be a President, one or more Vice-Presidents, Secretary, Assistant Secretary, and Treasurer; all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation.

Section 2. Appointive Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Election: The Board of Directors at its first meeting after each annual meeting of general members shall elect all officers, none of whom, excepting the President, need be a member of 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.

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 by 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 other officers or agents of the corporation;

Section 6. The Secretary:

A. The secretary shall keep the minutes of the member meetings and of the Board of Directors meetings in one or more books provided for that purpose;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

OFF. REC. 5953 PAGE 345

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each member which shall be furnished to the Secretary by such member;

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Vice President: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 8. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of 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, the Articles of Incorporation and these By-Laws.

B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation;

C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 9. Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful malfeasance or misfeasance 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 interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

SNYDER, YOUNG, STERN & TANNENBAUM, P.A. - ATTORNEYS AT LAW - 1765 N. E. 163TH STREET - NORTH MIAMI BEACH, FLORIDA 33162

OFF. REC. 5953 PAGE 349

Section 10. Vacancies: If the office of any director, or of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term.

Section 11. Resignations: Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. There shall be no stock certificates issued by this corporation. Membership in the corporation shall be limited to the owner of the condominium unit, who shall automatically become a member of said corporation, and said membership shall be an incident of ownership and not separately transferable.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. Transferor, in such instance, shall automatically no longer be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the declaration.

Section 3. Each member shall be entitled to one (1) vote (for each unit which he, she or it owns) in the management of the corporation and, as to the election of directors, shall be entitled to vote as provided for in the Articles of Incorporation. No person will be entitled to vote who is not current with his obligations to the Association.

Section 4. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the corporation, subject to the procedures set forth in the Declaration and these By-Laws.

OFF. REC. 5953 PAGE 347

Section 5. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the corporation, or such other place as may be stated in the notice.

Section 2. Annual Meeting: Regular annual meetings subsequent to the first election of directors shall be held on the second Thursday of February of each succeeding year, at 8:00 P. M., E.S.T., at the office of the Association or such other place as may be stated in the notice, if not a legal holiday; and if a legal holiday, then on the next secular day following.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by 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 office of the corporation and shall be open to examination by any member throughout such time.

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 shall be called by the president or secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of one-third (1/3) of the members. Such request shall state the purpose or purposes of the proposed meeting;

B. Notwithstanding the foregoing, there can be no special meetings of members prior to the first election of directors unless a majority of the first Board of Directors requests same;

OFF REC 8973 PAGE 348

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 4. Quorum: Fifty-One percent (51%) 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, 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 time, 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 5. 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 a written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the Florida Statutes, by the Declaration, the Certificate of Incorporation, 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 6. 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 subsequent adjourned meetings thereof.

Section 7. Waiver and consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes or 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 of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 8. Order of Business: The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

(a) Calling of the roll and certifying of proxies;
(b) Proof of Notice of Meeting or Waiver of Notice;
(c) Reading and disposal of any unapproved minutes;
(d) Reports of Officers;
(e) Reports of committees;
(f) Election of directors;
(g) Unfinished business;
(h) New Business;
(i) Adjournment;

OFF. REC. 5953 PAGE 349

Section 9. Proviso: Provided, however, that until the Developer of the Condominium has completed and sold 200 of the condominium units in the PLANTATION CLUB Project, or until December 31, 1977, or until the Developer elects to terminate its control of the Association, whichever shall first occur, there shall be no meeting of members of the Association unless a meeting is called by the Board of Directors of the Association.

Section 10. Parliamentary Rules: Roberts Rules of Order (latest edition), shall govern the conduct of the Association meetings when not in conflict with the Condiminium Act, Declaration of Condominium, or these By-Laws.

ARTICLE VI

NOTICES

Section 1. Definition: Whenever under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, 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 post-paid, sealed wrapper, addressed as appears on the books of the corporation.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, 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. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the corporation.

Section 2. Accounts: The funds and expenditures of the Association shall be credited and charged in accordance with and pursuant to the Declarations of Condominium of Condominiums within PLANTATION CLUB Project.

Section 3. Acceleration of Assessment Installments Upon Default: If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after the delivery of or the mailing of such notice to the unit owner.

OFF REC. 5953 PAGE 350

Section 4. The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

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 "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX

RULES AND REGULATIONS

Section 1. As to Common Elements: The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. The Board of Directors shall from time to time post in a conspicuous place on the condominium property, a copy of the rules and regulations adopted from time to time by the Board of Directors.

Section 2. As to Condominium Units: The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property.

Section 3. Building Rules and Regulations: The building rules and regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said building rules and regulations are as follows:

OFF REC. 5953 PAGE 351

A. The condominium units shall be used only for residential purposes.

B. Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property;

C. The use of the condominium units shall be consistent with the existing law, these restrictions, and so long as such use does not constitute a nuisance;

D. Condominium units may not be used for business use or for any commercial use whatsoever.

E. Children who are the guests of residents shall not be permitted to play in the walks, corridors, elevators, stairways of any condominium building or in any form or fashion disturb the quiet enjoyment of owners.

F. Common elements shall not be obstructed, littered, defaced or misused in any manner.

G. No structural changes or alterations shall be made in any unit, or to any of the common elements, except upon approval of the Board of Directors or as provided in the Declaration of Condominium.

H. All of the restrictions, limitations and obligations of members as provided in the Declaration of Condominium are incorporated herein by reference but not by way of limitation.

I. The Owner shall not cause or permit anything to be hung or displayed on the outside of windows of placed on the outside of walls of a building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, or any part thereof except upon the approval of the Board of Directors or unless same is provided in the Declaration of Condominium. The owner shall not erect or cause to be erected any outdoor clothes lines.

J. No cooking shall be permitted on any balcony or terrace of a unit.

K. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common elements and/or terraces and/or in any part of the exterior of the building. The common walks and common elements shall be kept free and clear of rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner.

OFF. REC. 5953 PAGE 352

L. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common elements except that baby carriages, bicycles or other personal property may be stored in a common storage area designated for the purpose, and recreational areas may be used for their intended purpose.

M. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property or in any condominium parcel, nor shall any "Sold" or "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the property or in any condominium parcel therein. The right is reserved by the Developer to place "Sold", "For Rent" or "For Sale" signs on any unsold or sold or unoccupied condominium parcels and the right is hereby given to any mortgagee, who may become the owner of any condominium parcel to place such signs on any condominium parcel owned by such mortgagee.

N. Upon acquiring his interest in and to the condominium parcel, each owner will be assigned a parking space in accordance with the Declaration of Condominium.

O. Complaints regarding the service of the condominium shall be made in writing to the Board of Directors.

P. No shades, roll-down shades, roll-up shades, awnings, or covers of any types shall be placed or cover any screen of a terrace, except as specifically authorized in writing by the Board of Directors.

Q. Unit Owners, residents, their families, guests, servants, employees, agents, visitors, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof, into elevator shafts, elevator equipment rooms, or power rooms of any building.

R. There shall not be kept in any unit any inflammable, combustible, or explosive fluid, material, chemical or substance except for normal household use.

S. The use of all recreational facilities shall at all times be subject to such rules and regulations as the Board of Directors may establish.

T. Payments of monthly assessments shall be made at the main administrative offices or at such other places as may be designated from time to time. Payments made in the form of checks, shall be made to the order of PLANTATION CLUB ASSOCIATION, INC. Payment of regular assessments are due on the first day of each month, and if ten (10) or more days late, are subject to late charges, as provided by the Board of Directors.

OFF. REC. 5953 PAGE 353

U. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to send any of such employees upon private business of such unit owner or resident.

ARTICLE X

DEFAULT

A. In the event an owner of a condominium parcel does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors or manager acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed. The corporation shall be entitled to the appointment of a Receiver if it so requests. The corporation shall have the right to bid-in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the corporation may, through its Board of Directors or manager acting in behalf of the corporation or in its own behalf, bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the corporation against a condominium parcel owner, the losing defendants shall pay the costs thereof, together with a reasonable attorney's fee.

If an action or foreclosure is brought against the owner of a condominium parcel for the non-payment of monies due the corporation and, as a result thereof, the interest of the said owner in and to the condominium parcel is sold, then at the time of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the corporation becomes the owner of a condominium parcel by reason of a foreclosure, it shall offer said unit for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the condominium parcel, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the condominium parcel in question.

OFF REC 5953 PAGE 354

B. In the event of violation of the provision of the Declaration of Condominium, corporate charter or restrictions and By-Laws, as the same are now or may hereafter be constituted, the corporation, on its own behalf or by and through its Board of Directors or manager, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it or they may deem appropriate.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorney's fee and court costs.

Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the corporation and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of a condominium parcel to give to the corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XI

REGISTERS

Section 1. The secretary of the corporation shall maintain a register in the corporation office showing the names and addresses of members.

Section 2. Any application for the transfer of a membership or for a conveyance of interest in a condominium parcel or a lease of condominium parcel shall be accompanied by a screening-application fee in the amount of one hundred fifty ($150.00) Dollars to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors.

Section 3. The corporation shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to notify the corporation in writing of the pledge or mortgage. In the event notice of default is given any member, under an application provision of the By-Laws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

OFF. REC. 5953 PAGE 355

ARTICLE XII

SURRENDER

In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire and other casualty excepted, and the corporation shall have the right to re-enter and to repossess the owned unit. The member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Broward County, State of Florida, or the United States of America.

ARTICLE XIII

JOINT OWNERSHIP

A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to only one (1) vote or ballot in the management of the affairs of the corporation in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single membership.

ARTICLE XIV

AMENDMENT OF BY-LAWS

These By-Laws may be amended in the manner set forth in the Declaration of Condominium.

Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any class or group of units unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association, with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Broward County, Florida.

OFF REC 5953 PAGE 356

ARTICLE XV

LAND USE RECREATIONAL AGREEMENT

The Association has or will enter into a certain agreement for the benefit of its members and unit owners of each of the condominiums in the Project so that they may use certain recreational facilities, lands and improvements, as is further described in the Declaration of Condominium for each of the condominiums of the Project. There is specifically described in each of the Declarations of Condominium a "Land Use Agreement" by and between the Association, and the Developer, by which the Association has acquired an interest in the Recreational Facilities, lands and improvements described thereunder including the right to use the same before such Recreational Facilities, lands and improvements are conveyed to the Association thereunder. Pursuant to the terms of the aforesaid Land Use Agreement described in the Declarations of Condominium (the "Documents"), it is the obligation of each member of the Association individually or through the Association to pay their pro-rata share of the monies due pursuant to such Documents, which obligation, in certain instances, is further secured by a lien upon each member's and unit owner's condominium unit. The Association therefore shall assess pro-rata payments to be made by each of the unit owners as determined by the Board of Directors of the Association to satisfy the obligations of its members under the Documents as a common expense. The Association shall have the right through its Board of Directors, to establish rules and regulations pertaining to the use of various lands, facilities and improvements under said Documents. Further the Association, by action of its Board of Directors, shall have the right to make any amendments and modifications to said Documents as permitted by the Declaration of Condominium, and shall be authorized and shall take such action through its Board of Directors as necessary to represent the interests of its members and the unit owners in connection with the aforedescribed Documents.

ARTICLE XVI

REAL PROPERTY TAXES

It is anticipated that the taxing authorities in taxing for real property taxes shall tax each condominium unit on a separate and distinct basis by forwarding a separate tax bill to each individual condominium parcel owner for his separate unit. In the event the taxing authorities do not tax individually upon each unit and one tax bill is levied, then and in such event the Condominium upon which such tax bill is levied shall divide the tax bill as a common expense for said Condominium and same shall be paid by the individual condominium parcel owner of the Condominium in percentage proportion to his ownership in the common elements as stated in the subject Declaration of Condominium.

OFF REC 5953 PAGE 357

ARTICLE XVII

CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of the Declaration shall prevail.

APPROVED AND DECLARED AS THE BY-LAWS OF PLANTATION CLUB ASSOCIATION, INC.

BY _____ (Seal)
President

Attest: _____ (Seal)

OFF. REC. 5953 PAGE 358

EXHIBIT "E"

TO THE DECLARATION OF

PLANTATION CLUB A,

A CONDOMINIUM

BEING THE ARTICLES
OF INCORPORATION OF

PLANTATION CLUB ASSOCIATION, INC.

AND

FIRST AMENDMENT TO THE

ARTICLES OF INCORPORATION OF THE

PLANTATION CLUB ASSOCIATION INC.

OFF. REC. 5353 PAGE 359

ARTICLES OF INCORPORATION

OF

PLANTATION CLUB ASSOCIATION, INC.

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes 1963, and do certify as follows:

I
NAME

The name of this corporation shall be PLANTATION CLUB ASSOCIATION, INC. For convenience the corporation shall be herein referred to as "the Association".

II
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1963, as amended, hereinafter called the Condominium Act, for the operation of PLANTATION CLUB, a Condominium, located upon the following lands in Broward County, Florida, to wit:

(Legal description attached hereto as Exhibit A and made a part hereof.)

III
POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, and/or the Condominium Act.

2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time.

IV
MEMBERS

The qualification of members, the manner of their admission to membership, the termination of such membership and voting by

OFF REC 5973 PAGE 360

members shall be as follows:

1. The record owners of all condominium parcels in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for the subscribers hereto.

2. Membership shall be established by the acquisition of ownership of fee title to or fee interest in a condominium parcel in the Condominium, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Broward County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

3. The share of a member in the funds and assets of the Association, in its common elements and its common surplus, and membership in this Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the unit in his condominium.

4. On all matters upon which the membership shall be entitled to vote, there shall be one vote for each condominium parcel, which vote may be exercised or cast in such manner as may be provided in the By-Laws of the Association. Any person or entity owning more than one apartment shall be entitled to one vote for each apartment he owns.

V
TERM

The term for which this Association is to exist shall be perpetual.

VI
SUBSCRIBERS

The names and residences of the subscribers of these Articles of Incorporation are as follows:

Name	Address
RICHARD J. BLOCK	7000 West 12th Avenue Hialeah, Florida 33012
BERNARD SULTAN	7000 West 12th Avenue Hialeah, Florida 33012
MORRIE COURTNEY	7000 West 12th Avenue Hialeah, Florida 33012

OFF
REC. [illegible] PAGE 261

VII
BOARD OF DIRECTORS

The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of three directors. The members of the first Board of Directors need not be members of the Association.

Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Notwithstanding the foregoing, the first election of directors shall not be held until PLANTATION CLUB DEVELOPMENT CORP., hereinafter called "the Developer", has closed the sales of two hundred (200) condominium units upon the real property described above or until Developer voluntarily elects to terminate its control of the Association by virtue of the present first Board of Directors resigning at the same time, all of said Directors being controlled by the Developer, or until December 31, 1977, whichever of such events shall first occur. The directors named in these articles shall serve until the first election of directors, and any vacancies in their number occuring before the first election shall be filled by the remaining directors.

The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Name	Address
RICHARD J. BLOCK	7000 West 12th Avenue Hialeah, Florida 33012
BERNARD SULTAN	7000 West 12th Avenue Hialeah, Florida 33012
MORRIE COURTNEY	7000 West 12th Avenue Hialeah, Florida 33012

VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice-President, Secretary and Treasurer, and if any, the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors.

The Board of Directors shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall, from time to time, determine. The President shall be elected from

OFF REC 5953 PAGE 362

among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible: provided, however, the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

The names and addresses of the officers who are to serve until their successors are designated by the Board of Directors are as follows:

President	RICHARD J. BLOCK	7000 West 12th Ave. Hialeah, Florida 33012
Vice President	MORRIE COURTNEY	7000 West 12th Ave. Hialeah, Florida 33012
Secretary/ Treasurer	BERNARD SULTAN	7000 West 12th Ave. Hialeah, Florida 33012

IX
INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurring by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful 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 director or officer may be entitled.

X
ADDRESS

The principal office of the corporation shall be located at 6625 West Broward Boulevard, Plantation, Florida 33314, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

OFF. REC. 5953 PAGE 363

XI
BY-LAWS

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

XII
AMENDMENTS

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

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

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

   a. Such approval must be by not less than 66 2/3% of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire members of the Association; or

   b. By not less than 75% of the votes of the entire membership of the Association.

3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon condominium units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the consent and approval of the Developer so long as it shall own one or more units in the Condominium.

4. A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Broward County, Florida.

OFF REC 5953 PAGE 364

IN WITNESS WHEREOF, the subscribers have affixed their signatures this _____day of _____, 1974.

_____
RICHARD J. BLOCK

_____
MORRIE COURTNEY

_____
BERNARD SULTAN

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared RICHARD J. BLOCK, MORRIE COURTNEY and BERNARD SULTAN, who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this _____ day of _____, 1974.

_____
Notary Public, State of Florida at Large

My Commission Expires:

OFF. REC. 5953 PAGE 365

EXHIBIT "A"

TO THE ARTICLES OF

INCORPORATION OF

PLANTATION CLUB ASSOCIATION, INC.

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY:

LOT 1 OF PLANTATION CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 80, AT PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

OFF. REC. 5953 PAGE 366

FIRST AMENDMENT TO THE

ARTICLES OF INCORPORATION OF

PLANTATION CLUB ASSOCIATION, INC.

The undersigned constituting and being all of the Directors, original subscribers, officers and the full membership of PLANTATION CLUB ASSOCIATION, INC., do hereby unanimously amend the original Articles of Incorporation, dated the 5th day of February, 1974, in the following respects:

1) Delete and strike Article II and substitute in lieu thereof the following:

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1963, as amended, hereinafter called the Condominium Act for the operation of any condominiums which may be established and submitted to condominium ownership in PLANTATION CLUB Project (hereinafter referred to as the "Complex" or the "Project") and for the operation of such recreational lands and improvements as may be owned or subject to regulation by the Association, and for such other matters as set forth in the various Declarations of Condominium of the Project. The Project and the condominiums therein and recreational lands will be located upon the real property described as the Project or Complex Land described as follows: (Legal description attached hereto as Exhibit A and made a part hereof).

2) Add to Article IV, subsections 5 and 6 as follows:

5) The membership in the Association shall be divided into classes, with a class of members for each condominium and with each class having the same name identification as the condominium created by the Declaration for example, in PLANTATION CLUB A, the members shall be PLANTATION CLUB A members. The voting rights or limitation of each class shall be set forth in item (6) of this Article.

6) On all matters as to which the membership shall be entitled to vote, whether at large or by class, as hereinafter provided, there shall be only one vote for each unit, which vote shall be exercised in the manner provided by the Declaration of Condominium and the By-Laws. The matters which require the vote of the membership shall be voted on as follows:

A. Matters relating solely to an individual condominium shall be voted on by the class of members owning condominium parcels in that condominium;

OFF. REC. 5953 PAGE 367

B. Matters relating to more than one individual condominium shall be voted on by the class of members owning condominium parcels in the condominiums involved.

C. Matters relating to or affecting the Association, as a whole, or all of the condominiums, shall be voted on by the membership at large.

The decision as to whether a matter relates to one or more condominiums or to the Association, as a whole, or to all of the Condominiums shall be determined by the Board of Directors, whose decision shall be conclusive; provided however, that no action or resolution which shall require the vote of the membership because of any provision in the Declarations of Condominiums, or in the By-Laws or in Condominium Act, Chapter 711, Florida Statutes, shall be effective with regard to any condominium unless the membership class of that condominium shall have voted on said action or resolution. It should be understood that all condominiums within PLANTATION CLUB Project will be governed under this one Condominium Association; however, the foregoing method of Class Voting under certain circumstances is being employed recognizing that the needs of certain condominiums and their unit owners and members may be unique as to them and not necessarily applicable to the other condominium in the Project.

3) Add on Article XIII as follows:

CONSTRUCTION

All words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of PLANTATION CLUB A, a Condominium.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 19 day of September 1974.

RICHARD J. BLOCK

BERNARD SULTAN

MORRIE COURTNEY

OFF. REC. 5953 PAGE 368

STATE OF FLORIDA)
SS:

BEFORE ME, the undersigned authority, personally appeared RICHARD J. BLOCK, BERNARD SULTAN AND MORRIE COURTNEY, who after being duly sworn, acknowledged that they executed the foregoing First Amendment to the Articles of Incorporation of Plantation Club Association, Inc., for the purposes expressed in such Amendment this 12 day of September, 1974.

NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES [illegible] 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

ACCEPTED AND APPROVED:

PLANTATION CLUB DEVELOPMENT CORP.

RICHARD J. BLOCK, President

BERNARD SULTAN, Secretary

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared RICHARD J. BLOCK, President and BERNARD SULTAN, Secretary of PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, and they severally acknowledged before me that they executed the foregoing instrument as such officers and on behalf of said corporation and were authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at North Miami Beach, Florida, this 13 day of September, 1974.

NOTARY PUBLIC, State of Florida
at Large.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES [illegible] 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

OFF REC 5953 PAGE 369

EXHIBIT "F"

TO THE DECLARATION OF

PLANTATION CLUB A,

A CONDOMINIUM

BEING THE WARRANTY DEED

OFF. REC. 5953 PAGE 370

WARRANTY DEED

THIS INDENTURE, made this _____day of_____, 197____, between PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, as Grantor, and _____

_____

whose post office address is _____West Broward Boulevard, Apt No._____, Plantation, Florida, 33314, as Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten ($10.00) Dollars, and for other good and valuable considerations in hand paid to Grantor by said Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee the following described real property and rights and interest in real property located and situated in the County of Broward, and State of Florida, to wit:

> Condominium Unit No._____of PLANTATION CLUB _____, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book_____, at Page _____ of the Public Records of Broward County, Florida; together with an undivided share in the common elements appurtenant thereto.

This conveyance is subject to the following:

1. Taxes and assessments for the year 197____and subsequent years.

2. Conditions, restrictions, limitations, dedications and easements of record.

3. Declaration of Condominium of PLANTATION CLUB_____, a Condominium, dated_____, 197___, filed_____, 197___, as shown in Official Records Book _____, at Page_____, Public Records of Broward County, Florida (which includes Exhibits A to F inclusive of said Declaration of Condominium of PLANTATION CLUB _____.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. The Grantor does hereby fully warrant the title to all the premises hereby conveyed, and will defend the same against the lawful claims of all persons whomsoever.

OFF. REC. 5953 PAGE 371

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its officers thereunto duly authorized and its seal affixed, the day and year first above written.

Signed, sealed and delivered in the presence of:

PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation (SEAL)

_____ By_____
President

_____ ATTEST:

_____
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared RICHARD J. BLOCK, President and BERNARD SULTAN, Secretary of PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, and they severally acknowledged before me that they executed the foregoing instrument as such officers and on behalf of said corporation and were authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at North Miami Beach, Florida, this _____day of_____, 197____.

My Commission Expires:

_____
Notary Public, State of Florida at Large

_____

ACKNOWLEDGEMENT AND ACCEPTANCE BY GRANTEE

Grantee, by acceptance and execution of this Deed, acknowledges that this conveyance is subject in every respect to the Declaration of Condominium recorded in Official Records Book_____at Page_____, of the Public Records of Broward County, Florida, and Grantee covenants and agrees to abide by each and every provision of said Declaration of Condominium and all instruments incorporated therein by reference.

Signed, sealed and delivered in the presence of:

_____ _____(SEAL)

_____ _____(SEAL)
Witnesses

OFF. REC. 5953 PAGE 372

STATE OF)
) SS.
COUNTY OF)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument as Grantee, and acknowledged before me that __he__ executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at _____, this _____ day of _____, 197____.

My Commission Expires: NOTARY PUBLIC, State of

_____

_____

OFF. REC. 5953 PAGE 373

EXHIBIT "G"

TO THE DECLARATION OF

PLANTATION CLUB A,

A CONDOMINIUM

BEING THE LAND USE
AGREEMENT OF

PLANTATION CLUB ASSOCIATION, INC.

OFF REC 5953 PAGE 374

LAND USE AGREEMENT
FOR
PLANTATION CLUB

THIS DOCUMENT IS NOT A RECREATIONAL LEASE AGREEMENT OR A LAND LEASE OR A LEASE OF ANY KIND

THIS LAND USE AGREEMENT is made between PLANTATION CLUB DEVELOPMENT CORP., a Florida Corporation (hereinafter referred to as "Developer"), and PLANTATION CLUB ASSOCIATION, INC. a Florida corporation not-for-profit, (hereinafter referred to as the "Association").

The Developer is the owner of certain real property hereinafter described and plans to construct or has constructed thereon certain improvements and amenities which will provide recreational facilities, beautification areas and general enhancements for the use and benefit of the condominium unit owners of PLANTATION CLUB COMPLEX, as hereinafter described.

The Association is the entity responsible for the operation of PLANTATION CLUB COMPLEX and the several condominiums thereof and, therefore, the Association has entered into this Agreement for the benefit of all unit owners of the several condominiums located in PLANTATION CLUB COMPLEX.

NOW, THEREFORE, the parties in consideration of the foregoing premises and of the mutual covenants hereinafter contained hereby agree to perform all of the conditions, covenants and obligations hereinafter set forth.

1-DEFINITIONS

All terms used in this Land Use Agreement shall be defined in accordance with the provisions of Section 711, as amended Florida Statutes, also known as the Condominium Act and the Declaration of Condominium for the PLANTATION CLUB A, a Condominium, and as follows, unless the context otherwise requires:

A. PLANTATION CLUB A, B , C, or D, a Condominium means each condominium of PLANTATION CLUB COMPLEX which will be operated by the Association and which will be established by a Declaration of Condominium.

B. "Condominium Unit", "Unit", or "Apartment" means the part of the condominium property which is subject to private ownership.

C. "Unit Owner" means the owner of a condominium unit, together with an undivided share in the common elements appurtenant thereto.

D. "Common Expenses" mean the expenses which the unit owners are liable to the Association, including the recreation expenses hereunder.

E. "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended.

F. "By-Laws" means the By-Laws of the Association.

G. "Recreation Land" means the real property described on Exhibit A and all improvements now or hereafter located thereon.

H. "Recreation Expenses" means taxes, insurance, maintenance, and other expenses generally arising from the ownership of the Recreation Lands described hereunder, which shall be a part of the common expenses to be assessed by the Association against each of the units administered by the Association.

I. "Institutional Mortgagee" means the holder and owner of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank, life insurance company or a Federal or State savings and loan association, or a mortgage or real estate investment trust, or a union pension fund,

OFF REC 5953 PAGE 375

or a mortgage banker, or institutional mortgage broker, or a lender generally recognized in the community as an institutional type lender, or the Developer.

J. "Institutional Mortgage" means a mortgage owned or held by an Institutional Mortgagee.

II-PLAN OF DEVELOPMENT

A. PLANTATION CLUB COMPLEX (hereinafter referred to as "Complex") means and refers to the entire group of condominiums and/or Rental type structures and improvements which the Developer intends to construct upon PLANTATION CLUB COMPLEX Land (hereinafter also described as "Complex Land") which land is more particularly described on Exhibit B which is attached hereto and made a part hereof. It is contemplated that the Complex will contain 200 units, provided, however, the Complex is a projected plan of development only and nothing contained herein shall be construed as making it obligatory upon the Developer to construct said Complex or if constructed, to construct same in accordance with any particular plan of development and in fact, if constructed, the Developer need not submit the structures contained therein to condominium ownership but, in fact, may utilize same as rental type structures. It is understood that any Condominium submitted to Condominium ownership in the Complex shall have as its one governing body PLANTATION CLUB ASSOCIATION, INC., so that all Condominiums within the Complex shall have the same Condominium Association for the benefit, joint rule, maintenance and operation of all the Condominiums within the Project subject to the terms and conditions of the various Declarations filed therefor, and accordingly, such plan of development is deemed to be a multi-phase condominium Project under the laws of the State of Florida.

B. The Developer intends to reserve certain of the Complex lands as Recreation Lands and thereby to construct thereon certain recreation facilities, improvements, and enhancements, said Recreation Land being more particularly described on Exhibit A attached hereto and made a part hereof. Each Condominium, condominium Unit Owner, and other land owner of the Complex, and their invitees, licensees, guests, lessees, successors, and assigns shall have the right to use and benefit from the Recreation Land together with the facilities, personal property and improvements located thereon and, therefore, shall be obligated to pay the Recreation Expenses as provided hereunder and to otherwise be subject to the terms and conditions hereof.

C. The Land Use Agreement shall be one of the Condominium Documents for each PLANTATION CLUB A, B, C, or D Condominium and the Association has entered into this Agreement so as to acquire the possessary and use interests in the Recreation Land for the enjoyment, recreation, and other use and benefit of all unit owners of each such condominium.

D. Because of the unique features of the development of the Complex and the continuing necessity to preserve the Plan of Development therefor, the Developer has set forth Covenants as to the Use of the Recreation Land, which covenants shall run with the Recreation Land and the Complex Land described in Exhibits A and B; which includes such lands as submitted to condominium ownership and the units thereon, which said covenants are set forth in Article III of this document.

E. The Developer shall convey the Recreation Land to the Association, upon the first to occur of the following:

1. When the Developer shall determine the Complex has been completed; or,
2. When the Developer has transferred title to the last unsold unit contained within the Complex; or,

REC. 5953 PAGE 376

3. At the discretion of the Developer, on or before December 31, 1977, which is the same time period for Developer to relinquish control of the Condominium Association, pursuant to the Declaration of Condominium of PLANTATION CLUB A, a Condominium and its Exhibits thereto.

The conveyance to the Association shall vest fee simple title to the Recreation Land in the Association subject to the covenants herein contained and to the continuing obligation to pay the expenses of the Recreation Land, and subject to the then existing conditions of title including the exceptions contained in the initial condominium deed from the Developer to the various unit owners. The Association whall not subsequent to the receipt of conveyance of title as aforesaid convey the Recreation Land except to the unit owners upon termination of the condominiums as provided in the Declaration of Condominium for each Condominium in the Complex, nor shall the Association mortgage, pledge or lease said Recreation Land without the consent of the Developer.

III-COVENANTS AS TO USE

The Developer and the Association hereby agrees that the following uses, and no other, shall be made of the Recreation Land, to wit:

A. The Recreation Land has or will have certain improvements constructed thereon, including one swimming pool and one whirlpool, recreation building, landscaping and walkways. The Recreation Land shall always be kept and maintained for recreational uses, or beautification and shall not be used for residential, commercial, or industrial construction of any kind. The Association shall impose rules and regulations regulating the use and enjoyment of said land and the maintenance of shrubbery, building, and other improvements located thereon from time to time in conformity with the foregoing purposes, and thereafter may modify, alter, amend, rescind and augment any such rules and regulations as permitted by the By-Laws.

B. The Recreation Land, pool deck and other portions of the Recreation Land may be connected or joined together with or encroaching upon the common elements of the Condominiums in the Complex or the situation may be vice versa, as the case may be. In the event of the foregoing, same is deemed authorized and an easement appurtenant to the extent of any such encroachment shall exist so long as such encroachment shall exist. The Developer, and the Association hereby grants to each other, their heirs, successors and assigns and all third party beneficiaries, including Condominium Unit Owners, their lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominiums or rental apartment buildings in the Complex or Recreation Land.

C. Easements shall exist for utility services in order to adequately serve the Recreation Land and for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores, and other portions of the Recreation Land as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Recreation Land as may from time to time be paved or unpaved and intended for such purposes, and such easements shall be for the use and benefit of the unit owners and tenants of the Complex and their Institutional Mortgagees, the Developer, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Recreational Land except

REC 5953 PAGE 377

to the extent that space may be specifically designated and assigned for parking purposes.

D. In the event that there shall be any dispute as to whether any use henceforth complies with the foregoing restrictions encumbering the Recreation Lands, then the matter shall be referred to the Assocation. A determination rendered by the Association shall be final and binding on all the parties concerned herewith.

E. The Recreation Lands are not for the use and enjoyment of the Public.

IV-RECREATION EXPENSES

The following constitute Recreation Expenses:

A. Taxes

The Association covenants and agrees that it will pay at least thirty (30) days prior to the date of delinquency all and any taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments, impositions, liens for public improvements, special charges, and assessments and, in general, all taxes, tax liens, which may be assessed against the Recreation Land and against any and all Personal Property which is now or hereinafter placed thereon, including all interest, penalties and other charges which may accrue thereon. In the event any of the said taxes or assessments are payable according to their terms in installments, then the Association shall have the right to pay the same as such installments fall due.

B. Liability Insurance

From and after the date of execution of this Agreement, the Association will cause to be written and pay the premiums on a policy or policies of insurance in the form generally known as public liability and/or owners', landlord and tenant policies insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operations and maintenance of the Recreation Land and of the improvements and buildings located thereon, or for any other risk insured against by such policies, each class of which policies shall have been written within limits of not less than One Million Dollars ($1,000,000.00) for damages incurred or claimed by any one person and for not less than Five Million Dollars ($5,000,000.00) for damages incurred by more than one person, and for not less than Twenty-Five Thousand Dollars ($25,000.00) for property damage. All such policies will name the Association and the Developer as their respective interests may appear, as the persons insured by such policy or policies and the original or a true copy of each subject policy shall be delivered to the Association and the Developer. After conveyance to the Association of the Recreation Lands and termination of the Developer's interest therein, the Association may maintain such policies as determined by the Association.

C. Utility Charges

The Association agrees and covenants to pay all charges levied for utilities on the Recreation Land whether they are supplied by a public or private firm, and to pay them monthly or as they come due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer, and any other type of utility, or any other type of service charge.

REC 5053 PAGE 378

D. Fire, Windstorm, and Other Casualty Insurance

The Association hereby covenants and agrees to pay the cost of premiums for insurance to keep insured any and all buildings or improvements now located or which may hereafter be built upon or placed upon the Recreation Land, in good and responsible insurance companies authorized to do business in the State of Florida, for protection against loss or damage caused by or resulting from fire, windstorm, or other casualty, in an amount that would be sufficient to prevent co-insurance on the part of the parties provided, however, any standard deductible clause required by insurers for unusual hazards will not be in violation of this covenant against co-insurance. All policies issued and renewals thereof shall be payable in the event of loss jointly to the parties hereto as their respective interests may appear. In the event of the destruction of said building or appurtenances by fire, windstorm, or other casualty, for which insurance money shall be payable, such insurance money shall be paid to the Association who shall open an account with a banking institution doing business in Broward County, Florida, for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, in addition to the insurance proceeds, such additional sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage. In the event of any damage to any building or improvement or the destruction thereof, the Association shall repair or rebuild the same or construct new facilities similar to the old and shall utilize for this purpose insurance monies payable. The Association covenants and agrees that the reconstruction or repair shall be completed within six (6) months from the date proceeds sufficient for this purpose are made available to the Association. If the time of completion should be delayed beyond six (6) months by strikes, walkouts, acts of war or insurrection, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the control of the Assocation or Association's contractor, then the time of completion beyond the said six (6) month period shall be extended for such reasonable time as may be required to effect completion of said construction. Notwithstanding the foregoing, in the event such casualty to the Recreation Land and facilities is a "very substantial" one as defined in the various Declarations of Condominium for the Complex, then the method contained in the said Declaration of Condominium for determining whether or not the Condominium shall be rebuilt shall be applicable to the rebuilding of the Recreation Facilities hereunder if such "very substantial" casualty has also occurred to two or more condominiums in the Complex except such determination shall be made by the general membership of the Association.

E. Maintenance and Repair of Property

The Association shall at its own expense keep and maintain the building, swimming pools, patio area, walkways, gardens, fixtures and improvements which may be at any time situated on the Recreation Land and all appurtenances thereunto belonging or appertaining, including sidewalks and steps in accordance with the original plan for the Complex and in a manner consistent with the Complex development of green areas, that add to the beauty and value of the Complex, and in good and substantial repair and in a clean and sanitary condition, and the Association will use, keep and maintain said premises and improvements thereon, and around such building and one swimming pool and whirlpool, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all federal, state and city governments having jurisdiction thereof, and the Association will protect and indemnify forever save and

OFF REC 5905 PAGE 379

keep harmless Developer from and against any loss, cost, damages and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants, and stipulations herein contained or occasioned or arising by or out of any accident or injury or damage to any persons whomsoever, or whatsoever happening or occurring in or about or upon the said premises or upon the sidewalks, approaches, and appurtenances adjoining the same or caused by the Association, or any person or persons occupying, holding, or claiming by, through, or under the Association.

F. In addition to the foregoing, the Association shall hire such employees and purchase such equipment and materials as may be needed to provide for management and supervision of the Recreation Land. It is, therefore, anticipated that as part of the Recreation Expenses, there shall be such sums to pay for such labor, equipment, materials and employees.

V-APPORTIONMENT AND COLLECTION OF RECREATION EXPENSES

A. Apportionment

Recreation Expenses shall be paid by the Association from assessments of the members of the Assocation and shall be apportioned between the units in the Condominiums of the Complex operated by the Association as follows:

1. After all of the condominiums planned for the Complex have been submitted to condominium ownership, the Recreation Expenses shall be apportioned and charged to each Unit as follows: The total of the Recreation Expenses shall be multiplied by a fraction, the numerator of which is the number one (1) and the denominator of which is the total number of Units in the Project. The product of such multiplication shall be the share apportioned and charged to each Unit. The determination of whether or not all condominiums in the Project have been submitted to condominium ownership is subject to the right of the Developer described hereinabove to designate and determine that a lesser number of condominiums and/or units, will be located in the Project.

2. Prior to the submission of condominium ownership of all condominiums planned for the Project, Recreation Expenses shall be appointed and charged to each unit in accordance with the following formula:
(i) As to declared Condominiums, the Association shall collect and assess for each declared condominium a sum equal to the Recreation Expenses multiplied by a fraction, the numerator of which is the number of units in the declared condominium and the denominator of which is 200 and the Developer shall be responsible for paying that portion of the Recreation Expenses not paid for by such assessments.
(ii) Notwithstanding the foregoing, in the event the Developer shall at any time determine in accordance with the Declarations of Condominium for the Project that the Project will not contain the contemplated 200 units, then the Developer shall designate the number of said units to be contained in said Project and said number shall be substituted for the number of contemplated units as described in subparagraph (i) directly above, provided, however, in no event shall the Developer have the right to designate the contemplated number of units as being less than the number of units planned for PLANTATION CLUB A & B, that is, 100.

REC. 5953 PAGE 380

It is understood and agreed that the Complex shall not contain more than 200 units.

B. Payment and collection by Association of Common Expenses

Each Declaration of Condominium in the Complex shall provide that the "Recreation Expenses" are Common Expenses. Accordingly, the Association shall assess and collect the Recreation Expenses due hereunder to the same extent as all of the Common Expenses of each Condominium in the Complex managed by the Association.

In the event, for any reason, the Association shall fail to collect and pay over the Recreation Expense due hereunder while the Developer is the owner of the Recreation Land hereunder, then the Developer shall have the right to collect said expenses from the Association and/or the individual unit owners who shall be jointly and severally liable for payment of said expenses in accordance with the following:

1. Actions at law or equity. The Developer may file an action at law or in equity to collect the sums due hereunder from the Association and/or the unit owners or to otherwise enforce the terms and provisions hereof. In any such action the prevailing side shall be entitled to attorneys' fees and costs.
2. Lien. In order to secure performance of the payment of the Recreation Expenses the Developer shall have a lien upon the condominium property and each unit thereof, including all appurtenances and fixtures thereto, located within the Complex for the payment of all sums due hereunder which lien shall also secure attorney's fees and costs of collection. This lien shall not be effective until the recordation of a claim or affidavit of lien executed by the Developer pursuant to the terms hereof in the Public Records of Broward County, Florida, which describes the property against which said lien is claimed, the name of the record owner thereof, the amount and date when due. Said lien shall at all times be subordinate and inferior to the lien of any Institutional Mortgage filed prior to the recordation of Developer's lien as provided hereunder.

VI-COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES

The Association covenants and agrees that it will, at its own expense, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire, hazard requirements, zoning requirements, setback requirements, and other similar requirements designed to protect the public and which affect the Recreation Land.

VII-LAWFUL USE OF PREMISES

The Association covenants and agrees that it will conform to and observe all ordinances, rules, laws and regulations of Broward County, Florida, State of Florida, and the United States of America, and all public authorities with respect to the Recreation Land or use thereof and will not during such time permit the same to be used for any illegal or immoral purpose, business, or occupation.

OFF. REC. 5953 PAGE 381

VIII-GENERAL PROVISIONS

A. The covenants contained herein shall run with and bind all of the real property described in Exhibits A and B and shall inure to the benefit of the Developer, the Association and the Owner of any property subject to this Document and their legal representatives, heirs, successors, and assigns for a term of fifty (50) years from the date of this Agreement; after which time the restrictions and covenants contained herein shall be automatically extended for two (2) successive fifty (50) year periods unless an instrument signed by all the persons or entities then owning two thirds (2/3) of all the Apartments subject hereto has been recorded agreeing to terminate said covenants and regulations.

B. The right to modify these regulations and covenants and the terms of the LAND USE AGREEMENT is hereby reserved to the parties signatory hereto provided that any such modification shall be set forth in an instrument executed by these parties and placed among the Public Records of Broward County, Florida. This right of modification is subject to the following, namely that such modifications shall not be inconsistent with the purposes and conditions herein set forth and shall not change the method of assessment or collection of Recreation Expenses in a manner that would be disproportionate to any owner of a unit. Notwithstanding the foregoing, after the conveyance of the Recreation Land and the termination of the Developer's interest therein, the Association may make such further changes, amendments, and modifications, to this Land Use Agreement in the same manner as is permitted for an amendment to the Articles of Incorporation or the By-Laws of the Association as would be voted upon and determined by the entire membership of the Association for the Complex.

C. Invalidation of any one of the provisions, agreements, covenants or undertakings herein contained by judgment, or order of any court shall not affect any other provisions of this LAND USE AGREEMENT which shall remain in full force and effect.

D. Subject to any limitations contained herein, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereunder.

E. Any obligation of the Developer hereunder shall terminate upon the conveyance of the Recreation Land to the Association as provided hereunder.

IN WITNESS WHEREOF, this LAND USE AGREEMENT has been signed by the Developer and the Association this 27th day of September, 1974.

WITNESSES:

PLANTATION CLUB DEVELOPMENT CORP.

BY _____
President

Gloria L. Gardner

OFF. REC. 5953 PAGE 382

WITNESSES:

PLANTATION CLUB ASSOCIATION, INC.

BY: _____
President

STATE OF FLORIDA)
SS:
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 RICHARD J. BLOCK well-known to me to be the PRESIDENT of the Plantation Club Development Corp., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said Corporation.

WITNESS my hand and official Seal in the County and State last aforesaid this 27th day of September, 1974.

_____
NOTARY PUBLIC, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

STATE OF FLORIDA)
SS:
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 RICHARD J. BLOCK well-known to me to be the PRESIDENT of the Plantation Club Association, Inc., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said Corporation.

WITNESS my hand and official Seal in the County and State last aforesaid this 27th day of September, 1974.

_____
NOTARY PUBLIC, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

OFF REC. 5953 PAGE 383

EXHIBIT "A"

TO THE LAND USE AGREEMENT

FOR

PLANTATION CLUB PROJECT

LEGAL DESCRIPTION OF RECREATIONAL AREA:

A portion of Lot 1 "Plantation Club" as recorded in Plat Book 80 at Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 1; thence run South 6° 00'00" East 143.90 feet along the West line of said Lot 1; thence run North 84° 00'00" East 70.00 feet; thence run South 6° 00'00" East 4.00 feet; thence run North 84° 00'00" East 31.00 feet; thence run South 6 00'00" East 131.00 feet; thence run North 84° 00'00" East 41.00 feet; thence run North 39° 00'00" East 75.00 feet; thence run North 24.00 feet; thence run East 46.00 feet to the Point of Beginning; thence run North 33.00 feet; thence run East 159.52 feet; thence run North 45° 00'00" East 57.00 feet; thence run South 45° 00'00" East 57.00 feet; thence run East 161.00 feet; thence run South 33.00 feet; thence run W est 32.00 feet; thence run South 50.00 feet; thence run South 45 00'00" West 62.00 feet; thence run South 95.99 feet to a point which is 45.00 feet North of the South line of said Lot 1; thence run East 415.25 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1 to a point on the East line of said Lot 1; thence run South 1° 38'40" East 19.29 feet along the East line of said Lot 1 to a point of curvature of a circular curve to the right; thence run Southwesterly along the arc of said curve to the right having for its elements a radius of 25 feet and a central angle of 91° 38'40" for an arc distance of of 39.99 feet to the point of tangency on the South line of said Lot 1; thence run West 813.54 feet along the South line of said Lot 1 to a point of curvature of a circular curve to the right; thence run Northwesterly along the arc of said circular curve to the right having for its elements a radius of 25.00 feet and a central angle of 84° 00'00" for an arc distance of 36.65 feet to the point of tangency on the West line of said Lot 1; thence run North 6 00'00" West 22.74 feet along the West line of said Lot 1 to a point which is 45.00 feet North of the South line of said Lot 1; thence run East 315.52 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1; thence run North 95.99 feet; thence run North 45° 00'00" West 62.00 feet; thence run North 50.00 feet; thence run West 147.00 feet to the Point of Beginning. Said lands situate in Broward County, Florida.

OFF REC 5953 PAGE 384

EXHIBIT "B"

TO THE LAND USE AGREEMENT

FOR PLANTATION CLUB PROJECT

LOT 1 of PLANTATION CLUB, according to the Plat thereof, as recorded in Platbook 80, at Page 15 of the Public Records of Broward County, Florida.

OFF REC 5953 PAGE 385

EXHIBIT "H"

TO THE DECLARATION OF

PLANTATION CLUB A,

A CONDOMINIUM

BEING THE PROJECT OR
COMPLEX LAND

LOT 1 of PLANTATION CLUB, according to the Plat thereof, as recorded in Platbook 80, at Page 15 of the Public Records of Broward County, Florida.

E. M. STIRNEL

OFF. REC. 5953 PAGE 386

Recording: $28.00

74-227431

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF PLANTATION CLUB A, A CONDOMINIUM BROWARD COUNTY, FLORIDA

WHEREAS, the Declaration of Condominium of PLANTATION CLUB A, a Condominium, was dated on the 27th day of September, 1974, and was recorded on the 30th day of September, 1974, in Official Records Book 5953 at Page 270, of the Public Records of Broward County, Florida; which Declaration is hereinafter referred to as "Original Declaration"; and

WHEREAS, PLANTATION CLUB ASSOCIATION, INC., a Florida non-profit corporation, hereinafter referred to as "Association", is the condominium association governing the affairs of PLANTATION CLUB A, a Condominium; and

WHEREAS, PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as "the Developer", is the developer of PLANTATION CLUB A, a Condominium; and

WHEREAS, PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, hereinafter also referred to as Owner under the Land Use Agreement is the Owner under that certain Land Use Agreement dated the 27th day of September, 1974, and recorded on the 30th day of September, 1974, in Official Records Book 5953 at page 258 of the Public Records of Broward County, Florida, and

WHEREAS, at a special meeting of the Board of Directors of the Association of the 14th day of October, 1974, duly called and competently organized in accordance with the Association By-Laws, the full members of the Board of Directors did unanimously propose, vote in favor of, and adopt amendments to the original Declaration, as hereinafter set out in this Amendment; and

WHEREAS, at a special meeting of the members of the Association on the 15th day of October, 1974, duly called and competently

5092 PAGE 543

RETURN TO:
SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
P. O. BOX 500 550
NORTH MIAMI BEACH, FLORIDA 33160

This Instrument Was Prepared By:
JEROME H. STERN
of SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
ATTORNEYS-AT-LAW
1799 N. E. 164th Street
North Miami Beach, Florida 33162

organized in accordance with the Association By-Laws, the amendments proposed by the Board of Directors, all as hereinafter stated, were read to the members, at which time 100% of the entire membership of the Association, in person, voted in favor of and adopted the proposed amendments by the Board of Directors, all of said amendments as herein set out; and

WHEREAS, PLANTATION CLUB DEVELOPMENT CORP., is as of the date of this Amendment the Owner of each and every condominium unit in PLANTATION CLUB A, a condominium, and the said PLANTATION CLUB DEVELOPMENT CORP., as such unit owners do hereby join in and approve all of said amendments as hereinafter set out; and

WHEREAS, Ford Motor Credit Company, a Delaware Corporation, as mortgagee of all condominium units in PLANTATION CLUB A, a Condominium, has joined in and consented to this Amendment, which joinder and consent is attached hereto and made a part hereof;

NOW THEREFORE, all parties signatories to this Agreement, pursuant to the provisions of the original Declaration and By-Laws and in compliance with Florida Statutes, Chapter 711, The Condominium Act, as amended, do hereby make the following amendments to the original Declaration:

1. Amend Exhibit B to the original Declaration, the same being the Plans and Survey, specifically Sheet 1 of 3 Sheets thereof, so that under the word "Notes", wherein there is a reference to Type 1 apartment and it refers to "see Sheet 3", the same shall be amended to read "see Sheet 2", and wherein there is a reference to Type 2 apartment and it refers to "see Sheet 4", the same shall be amended to read "see Sheet 3".

2. That all references in the original Declaration and in Exhibit B as to common areas mean and are common elements and said words "common areas" and "common elements" are used interchangeably.

OR 5992 PAGE 544

3. That attached hereto as Rider I is a Surveyor's Affidavit attesting to the foregoing items in 1 and 2 above.

4. That the Surveyor joins in and executes this Amendment for the purpose of amending Exhibit B to reflect the foregoing changes, as described in 1 and 2 above.

5. Amend Exhibit G to the original Declaration, by adopting an amendment to the Land Use Agreement as recorded under Clerk's File Number 74-227430, of the Public Records of Broward County, Florida, which amendment to Land Use Agreement is annexed hereto as Rider II and made a part hereof as though set out in full.

6 Amend paragraph 4(j) of the original Declaration by deleting "Clerk's File Number 207149" and inserting in its place and stead "Clerk's File Number 74-207149."

7. Amend the original Declaration, page 43 thereof, second clause of paragraph 28 by deleting the words "Exhibit D" therefrom and substituting therefor the words "Exhibit H".

8. That all references to "owner" under or with respect to the Land Use Agreement, in the original Declaration and Exhibit G thereof shall be deemed to mean "the Developer", as the words "owner" and "Developer" have been used interchangeably.

IN WITNESS WHEREOF, all parties to this Agreement have set their hands and seals the day and year written above their names.

Dated the 29th day of October, 1974, at North Miami Beach, Florida.

Witnesses:

Esther Steiner

Gloria L. Goodwin

PLANTATION CLUB DEVELOPMENT CORP.
a Florida Corporation (Seal)

By: Richard J. Block
RICHARD J. BLOCK
President

(As Developer, as Owner under the Land Use Agreement, and as the unit owner of each and every unit of Plantation Club A, a Condominium)

OFF. REC. 5992 PAGE 545

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD J. BLOCK, well known to me to be the President of PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, and that he acknowledged executing same in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in him by PLANTATION CLUB DEVELOPMENT CORP., and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 29th day of October, 1974.

NOTARY PUBLIC, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY, 28, 1976
BONDED THRU GENERAL INSURANCE AGENCY, INC.

Dated the 29 day of October, 1974, at North Miami Beach, Florida.

Witnesses:

DONALD P. RAMSAY
Registered Land Surveyor
#1208, State of Florida

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DONALD P. RAMSAY, Registered Land Surveyor, to me well known to be the person described in and who executed the foregoing First Amendment to the Declaration of Condominium of Plantation Club A, a Condominium, and he acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in Miami, Dade County, Florida, this 29 day of October, 1974.

NOTARY PUBLIC, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

OFF. REC. 9092 PAGE 546

Dated the 29th day of October, 1974, at North Miami Beach, Florida.

Witnesses:

PLANTATION CLUB ASSOCIATION, INC. (SEAL)
a Florida nonprofit corporation.

BY: _____
RICHARD J. ~~BLOCK~~, President

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared RICHARD J. BLOCK, President of PLANTATION CLUB ASSOCIATION, INC., a Florida nonprofit corporation, and that he acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under the authority vested in him by Plantation Club Association, Inc., and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 29th day of October, 1974.

_____
NOTARY PUBLIC, State of Florida at Large.

My Commission Expires:
NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY, 18, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

CERTIFICATE

THIS IS TO CERTIFY the following:

1. That the foregoing Amendment is a true copy of a Resolution amending the Declaration of Condominium of PLANTATION CLUB A, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 5953 at Page 270, which Resolution was duly aopted by one hundred percent (100%) of the Directors of PLANTATION CLUB ASSOCIATION, INC., a Florida nonprofit corporation, at a meeting duly held on the 14th day of October, 1974, and duly adopted by one hundred percent (100%) of the membership of PLANTATION CLUB ASSOCIATION, INC., a Florida nonprofit corporation, at a meeting

OFFICIAL RECORDS BOOK 5992 PAGE 547

duly held on the 15th day of October, 1974, in accordance with the requirements of the Declaration of Condominium of PLANTATION CLUB A, a Condominium, for its amendment.

2. That the said Resolution is outstanding and is of full force and effect and has not been varied, or modified, and is unrevoked.

Dated and executed at North Miami Beach, Dade County, Florida, this 29th day of October, 1974.

PLANTATION CLUB ASSOCIATION, INC. (SEAL)
a Florida Nonprofit Corporation

Witnesses:

By: Richard J. Block
RICHARD J. BLOCK, President

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD J. BLOCK, well known to me to be the President of PLANTATION CLUB ASSOCIATION, INC., a Florida nonprofit corporation, and he acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under the authority vested in him by PLANTATION CLUB ASSOCIATION, INC., and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 29th day of October, 1974.

NOTARY PUBLIC, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY, 18, 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

OFF. REC. 5992 PAGE 548

JOINDER OF MORTGAGEE

(First Amendment to Declaration of Condominium)

FORD MOTOR CREDIT COMPANY, a Delaware corporation ("Mortgagee"), the owner and holder of a mortgage ("Mortgage"), which Mortgage is dated the 23rd day of July, 1973, and recorded under Clerk's File Number 73-160958, Public Records of Broward County, State of Florida, to the extent that Mortgagee may be required to do so under the laws of the State of Florida, hereby joins in that certain First Amendment to Declaration of Condominium of Plantation Club A, a condominium, to which this joinder is attached.

Nothing contained herein shall be deemed to limit, affect or modify the Mortgage or its priority, the sole purpose hereof being to set forth the consent of Mortgagee to the First Amendment to Declaration of Condominium as herein provided.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be duly executed this 25th day of October, 1974.

Witness:

Basil J. Hunt Jr.

Jeffrey M. Yaller

FORD MOTOR CREDIT COMPANY

By G. V. Brown III

Its Vice President

(SEAL)

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

BEFORE ME, the undersigned authority, personally appeared G. V. Brown III, of FORD MOTOR CREDIT COMPANY, who acknowledged before me that he is the Vice President of said corporation, and that he executed this Joinder by authority of its Board of Directors and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this 25th day of October, 1974.

Nancy Feskens

Notary Public, State of Michigan
My Commission Expires:
NANCY FESKENS
Notary Public, Wayne County, Mich.
My Commission Expires April 26 1976

5892 PAGE 549

RIDER I

SURVEYOR'S AFFIDAVIT

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

PERSONALLY APPEARED before me, the undersigned authority, duly authorized to take oaths and administer acknowledgments, DONALD P. RAMSAY, who being by me first duly sworn, deposes and says:

1. That I am DONALD P. RAMSAY, Registered Land Surveyor #1208, State of Florida.

2. Affiant states that he was the Surveyor who prepared Exhibit B to the Declaration of Condominium of PLANTATION CLUB A, a condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 5953 at page 270 of the Public Records of Broward County, Florida. The said Exhibit B consists of Plans and Survey of PLANTATION CLUB A, a condominium and said Plans and Survey are recorded in Official Records Book 5953 at page 326 to 337 inclusive of the Public Records of Broward County, Florida.

3. Affiant states that a scrivener's error was made on Sheet 1 of 3 sheets of said Exhibit B under the word "notes", wherein there is a reference to Type 1 apartment and it refers to "see sheet 3", the same shall be amended to read "see Sheet 2", and, wherein there is a reference to Type 2 apartment and it refers to "see Sheet 4", the same shall be amended to read "see Sheet 3".

4. Affiant states that the foregoing error is corrected as contained in the amendment to the Declaration of Condominium of Plantation Club A, a condominium, to which this Affidavit is attached as Rider I.

OFF REC 2665 PAGE 590

5. Affiant states that it was his intent at the time of the incorrect language, as stated above, to make the language as is contained in this Affidavit and the amendment hereto.

6. Affiant further states that any references in Exhibit B as to common areas mean and refer to common elements and said words "common areas" and "common elements" are used interchangeably.

FURTHER AFFIANT SAYETH NOT.

DONALD P. RAMSAY

SWORN TO and SUBSCRIBED before me this 29 day of October, 1974.

Notary Public, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES [illegible] 23, 1974
GENERAL INSURANCE UND[illegible]

OR 5992 PAGE 551

RIDER II

AMENDMENT TO
LAND USE AGREEMENT FOR
PLANTATION CLUB

THIS AMENDMENT to Land Use Agreement made between PLANTATION CLUB DEVELOPMENT CORP., a Florida Corporation (hereinafter referred to as "Developer") and PLANTATION CLUB ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association"),

W I T N E S S E T H:

WHEREAS the parties hereto entered into a Land Use Agreement dated the 27th day of September, 1974 (hereinafter referred to as original Land Use Agreement), and filed for recording the 30th day of September, 1974, as shown in Official Records Book 5953 at page 258 of the Public Records of Broward County, Florida, and

WHEREAS, the parties have mutually agreed to clarify or modify said Land Use Agreement

NOW THEREFORE in consideration of the sum of TEN ($10.00) DOLLARS each to the other in hand paid, the receipt whereof is hereby acknowledged, the mutual covenants contained herein, the benefits of same each accruing to the other, and good and valuable considerations, the parties hereto each agree with the other, as follows:

1. The foregoing recitals are true and correct.

2. That paragraph 1(I) of the original Land Use Agreement is hereby amended and modified so that said paragraph referring to Institutional Mortgagee shall be deemed to include as such Institutional Mortgagee, FORD MOTOR CREDIT COMPANY, a Delaware corporation, its assignees or nominees.

3. Add to and modify said Land Use Agreement with the following paragraph to-wit:

RECORD VERIFIED
5992 PAGE 552

RETURN TO:
SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
P. O. BOX 600 550
NORTH MIAMI BEACH, FLORIDA 33160

This Instrument Was Prepared By:
JEROME H. STERN
of SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
ATTORNEYS-AT-LAW
1793 N. E. 164th Street
North Miami Beach, Florida 33162

In the event an Institutional Mortgagee obtains title to a condominium parcel in PLANTATION CLUB Project or Complex as a result of the foreclosure of its mortgage, or by voluntary conveyance in lieu of said foreclosure, then such Institutional Mortgagee as such acquiror of title, its successors and assigns, shall not be liable for any delinquent expenses or charges under the Land Use Agreement or pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. That said such Institutional Mortgagee as such acquiror, shall be liable for its share of expenses attributable to any condominium parcel owned by it from the date of acquiring said condominium parcel.

4. Modify and clarify the Land Use Agreement so that all references to "owner" under, or with respect to, the Land Use Agreement shall be deemed to mean "the Developer", as the words "owner" and "Developer" have been used interchangeably.

5. Exhibit "A" to the Land Use Agreement is hereby amended by deleting said Exhibit "A" attached thereto, which is recorded in Official Records Book 5953, at Page 268 of the Public Records of Broward County, Florida, and by substituting therefore abinitio, Exhibit "A" attached hereto.

6. All of the other terms, conditions, covenants and provisions of the original Land Use Agreement shall remain in full force, virtue and effect, except as amended, changed and modified herein.

IN WITNESS WHEREOF, this Amendment to the Land Use Agreement has been signed by the Developer and the Association this 29th day of October, 1974.

PLANTATION CLUB DEVELOPMENT CORP.

By: _____
President

Witnesses:

_____

_____

5992 PAGE 553

WITNESSES:

PLANTATION CLUB ASSOCIATION INC.

BY: Richard J. Block
President

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD J. BLOCK, well known to me to the President of the Plantation Club Development Corp., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official Seal in the County and State last aforesaid this 29th day of October, 1974.

Notary Public, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY, 28, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD J. BLOCK, well known to me to be the President of the Plantation Club Association, Inc., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said Corporation.

WITNESS my hand and official Seal in the County and State last aforesaid this 29th day of October, 1974.

Notary Public, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY, 28, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

OFF. REC. 5992 PAGE 554

EXHIBIT "A"
TO AMENDMENT
TO THE LAND USE AGREEMENT

FOR

PLANTATION CLUB PROJECT

LEGAL DESCRIPTION OF RECREATIONAL AREA:

A portion of Lot 1 "Plantation Club" as recorded in Plat Book 80 at Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 1; thence run South 6° 00'00" East 143.90 feet along the West line of said Lot 1; thence run North 84° 00'00" East 70.00 feet; thence run South 6° 00'00" East 4.00 feet; thence run North 84° 00'00" East 31.00 feet; thence run South 6 00'00" East 131.00 feet; thence run North 84° 00'00" East 41.00 feet; thence run North 39° 00'00" East 75.00 feet; thence run North 24.00 feet; thence run East 46.00 feet to the Point of Beginning; thence run North 33.00 feet; thence run East 159.52 feet; thence run North 45° 00'00" East 57.00 feet; thence run South 45° 00'00" East 57.00 feet; thence run East 161.00 feet; thence run South 33.00 feet; thence run West 132.00 feet; thence run South 50.00 feet; thence run South 45° 00'00" West 62.00 feet; thence run South 95.99 feet to a point which is 45.00 feet North of the South line of said Lot 1; thence run East 415.25 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1 to a point on the East line of said Lot 1; thence run South 1° 38'40" East 19.29 feet along the East line of said Lot 1 to a point of curvature of a circular curve to the right; thence run Southwesterly along the arc of said curve to the right having for its elements a radius of 25 feet and a central angle of 91° 38'40" for an arc distance of of 39.99 feet to the point of tangency on the South line of said Lot 1; thence run West 813.54 feet along the South line of said Lot 1 to a point of curvature of a circular curve to the right; thence run Northwesterly along the arc of said circular curve to the right having for its elements a radius of 25.00 feet and a central angle of 84° 00'00" for an arc distance of 36.65 feet to the point of tangency on the West line of said Lot 1; thence run North 6 00'00" West 22.74 feet along the West line of said Lot 1 to a point which is 45.00 feet North of the South line of said Lot 1; thence run East 415.52 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1; thence run North 95.99 feet; thence run North 45° 00'00" West 62.00 feet; thence run North 50.00 feet; thence run West 147.00 feet to the Point of Beginning. Said lands situate in Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
E. M. STROBEL
COUNTY COMPTROLLER

81-148656

AMENDMENTS TO THE BY-LAWS OF PLANTATION CLUB ASSOCIATION, INC. APPROVED DECEMBER 10, 1980

Note: Words to be added are underlined; words to be deleted are stricken through with hyphens, as required by Florida Law.

Article II - Directors - Section 1 is amended to read as follows:

Number and Term: The number of Directors which shall constitute the whole Board shall not be less than (3) nor more than (9). 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~~ annual meetings of the members as designated in Section 2, Article V, and each Director shall be elected to serve for the term ~~of one year~~ of time as specified in Section 2, Article II, paragraphs B & C or until his successor shall be elected and shall qualify.

(Explanation): The language of this section is clarified to prepare for the system of staggered representation and annual meeting dates as specified in the following Section 2, Article I and in Section 2 of Article V.

Article II, Section 2, Paragraph B is amended to read as follows:

B. Resident Directors shall be elected solely by the members of each Condominium who are the only members entitled to vote for their respective Resident Director Each Condominium shall elect its Resident Director for the term and in the manner herewith specified: Starting in 1981 a staggered period of serving will be in effect for the Director of each Condominium, to be chosen as follows:

Alternating method of electing a Resident Director for Plantation Club Condominium	D	C	B	A
Initial Election:				
(1) To serve for a term of	2 Yrs	1 Yrs	1 Yr	1 Yr
Following years:				
(2) For a term of	0	2 Yrs	1 Yr	1 Yr
(3) For a term of	1 Yr	0	2 Yrs	1 Yr
(4) For a term of	1 Yr	1 Yr	0	2 Yrs
(5) For a term of	2 Yrs	1 Yr	1 Yr	0

With subsequent years following in the same repetitive alternating order.

Article II, Section 2, Paragraph C is amended to read as follows:

C Directors at large shall be elected by the membership of the Association at large in the following manner:
In the initial election year the candidate with the highest number of votes shall be elected for a term of two years with the others to serve for 1 year.
In subsequent years the candidate with the highest number of votes for the remaining at large seats shall be elected to serve for two years with the other for one year.

Example Chart: Candidates:	1	2	3
(1) Initial Year - To serve for a term of	2 Yrs	1 Yr	1 Yr
(2) Following year - To serve for a term of	0	2 Yrs	1 Yr
(3) Following year - To serve for a term of	1 Yr	0	2 Yrs
(4) Following year - To serve for a term of	2 Yrs	1 Yr	0

Article II, Section 2, Paragraph E is amended as follows:

E. ~~After the first election of Directors at each election thereafter the number of Directors to be elected will be the same as the preceding number of Directors, plus one Resident Director for any additional Condominium for which the Association was designated as the entity responsible for its operation which is created in the interim between elections.~~

(Explanation) - Paragraphs B & C are self explanatory as to the new method of elections. Paragraph E is no longer needed as there will be no other buildings [illegible] complement.

RETURN TO: PLANTATION CLUB CONDOMINIUM
6675 W BROWARD BLVD
PLANTATION, FL 33317

OFFICIAL RECORDS 1966 335

Article V - Meeting of Membership - Section 2 is amended to read as follows:

Annual Meeting - Regular annual meetings ~~subsequent to the first election of Directors~~ for the election of Resident Directors shall be held by member of each Condominium during the last week of January starting in 1981, at 8:00 P.M. E S T and in each succeeding year and regular annual meetings for the election of Directors at large shall be held on the second Thursday of February starting in 1981 at 8:00 P.M. E S T and in each succeeding year, all meetings to be held at the office of the Association or such other place as maybe stated in the notice, if not a legal holiday; and if a legal holiday, then on the next secular day following.

(Explanation) This amendment sets the meeting dates and times for the various elections as called for in the amendment proposed for Article II, Section 1.

In witness whereof, the Plantation Club Condominium, through its agent, Plantation Club Association, Inc., has caused these presents to be executed by its officers thereunder duly authorized and its seal affixed, this 19 day of May, 1981.

Plantation Club Association, Inc.

By _____
President

_____
Vice-President

Attest _____
Secretary

Signed, sealed and delivered
In the presence of:

_____

_____

Notary Public State of Florida at Large.
My Commission Expires July 28, 1984

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

RE 9597 PAGE 531

AMENDMENT TO THE DECLARATION AND BY-LAWS OF PLANTATION CLUB
82- 14908 ASSOCIATION APPROVED JANUARY 5, 1982

Note: Words to be added are underlined; words to be deleted are stricken through with hyphens, as required by Florida Law.

JAN 20 11 34 AM '82

Page 31, Paragraph 17 of the document is amended by an addition to be inserted at the end of paragraph 17A on page 32, preceding Paragraph 17B on page 33 and by the deletion of Paragraph 17C at the bottom of Page 33, as follows:

Addition to paragraph 17A of Document:

As of January 5, 1982, no purchaser shall be approved unless it is his or her intention that the unit shall be occupied by such purchaser and/or his or her immediate family as a private dwelling and as permanent occupants of the unit. Any rental provisions in the Declaration of Condominium, By-Laws, or Amendments, shall not apply until one year after the purchase of any unit. Should title to a unit be registered in the name of a person or persons other than the occupant, a notarized letter must be submitted to the Plantation Club Association, Inc., advising the name or names of title holders and an authorization for permanent occupancy specifying the names of residents to be living in the unit on such permanent basis.

As of January 5, 1982, the leasing of units as a regular practice is not permitted. In order to meet special situations and to avoid undue hardships or practical difficulties, the Board of Directors may grant permission to an owner to lease his unit to a specified lessee for a period of not less than one year or more than two years and the unit may not be rented again during the period of current ownership.

Provisions governing rentals as outlined in the above paragraph, shall apply to any unit now being leased. At the termination of the present lease agreement on file at the office of the Plantation Club Association, Inc., any provision for an option or renewal clause shall be null and void. The Board of Directors may consider the allowance of another lease period of from one year to two years and at the termination of such period, no further leasing of such unit shall be permitted.

Delete Paragraph 17C of Document:

~~If the purchaser or lessee is a corpo~~ Plantation Club Assoc. Inc.
~~approval by the Association of all oc~~
6625 W Broward Blvd Plantation Fla 33317

In witness whereof, the Plantation Club Condominium, through its agent, Plantation Club Association, Inc., has caused these presents to be executed by its officers thereunder duly authorized and its seal affixed, this 19th day of JANUARY, 1982.

PLANTATION CLUB ASSOCIATION, INC.

By _____ President

_____ Vice-President

Attest _____ Secretary

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

Signed, sealed and delivered in the presence of:

_____

_____

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 2 1985
BONDED THRU GENERAL INS. UNDERWRITERS

OFF REC 9988 PAGE 449

4 of 4

87405378

AMENDMENT TO THE DECLARATION AND BY-LAWS OF PLANTATION CLUB ASSN., INC.

APPROVED SEPT. 15, 1987

Note: Words to be added are underlines; words to be deleted are stricken through with hyphens, as required by Florida Law.

Page 20, Section 15, Part B, titled Casualty Insurance, paragraph (1), line 23 is amended to read:

... mortgage encumbering a condominium unit, to request the policies ... to replace ... mortgage encumbering a condominium unit, to approve the policies...

line 17 of the same paragraph with deletion to end of paragraph as follows: ~~... and the further right to designate and appoint the Insurance Trustee. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.~~

Page 21, Section 15, paragraph (2), line 10, shall read: ... payable on account of loss or damage shall be payable to Plantation Club Assn., Inc. - Insurance Trust Fund, such fund to be administered by the President and Treasurer of the Association; and this fund shall be referred to hereafter as "Insurance Trustee".

line 27 shall be deleted as follows: ~~to CENTRAL BANK & TRUST CO., as Trustee, or to any other bank in Florida with trust powers, as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee".~~

Page 23, Section 15, paragraph (5), subparagraph (c) shall read: If the damage or loss involves individual units encumbered by institutional first mortgages, ~~as well as common elements, or if the damage is limited to the common elements alone, but is in excess of $3,000~~ ...

Page 24, Section 15, paragraph (5), subparagraph (c), line 10, shall read: ... a condominium unit. ~~At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right to approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the Condominium property.~~ Should written approval ...

Page 27, Section 15, paragraph (8), shall read: Certificate: Certification must be documented in the Association records, stating whether or not the damaged property is to be repaired and restored. ~~Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.~~

In witness whereof, the Plantation Club Condominium, through its agent, Plantation Club, Assn., Inc., has caused these presents to be executed by its officers thereunder duly authorized and its seal affixed, this _____ day of 1987.

PLANTATION CLUB ASSN., INC.

By: _____ President

_____ Vice-President

Attest _____ Secretary

L. A. HESTER
COUNTY ADMINISTRATOR

Signed, sealed and delivered in the presence of:

_____

_____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 9,1989
BONDED THRU GENERAL INS. UND.

Plantation Club Condominium
6655 W. Prospect Rd.
Plantation, Fl 33313

OR 14817PG0011

Start new search

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Book Type: O Official Records

Book / Page: 36442 / 25

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Record Date:	11/18/2003 8:33:24 AM
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Book / Page:	36442/25
Instrument Number:	103495285
RS Code:	0
Number Of Pages:	2
Doc Type:	GOV - Gov Orders Ordinances Petitions & Resolutions
From:	PLANTATION CLUB CONDO ASSN INC
To:	PLANTATION CLUB CONDO

CFN # 103495285, OR BK 36442 Page 25, Page 1 of 2, Recorded 11/18/2003 at 08:33 AM, Broward County Commission, Deputy Clerk 2165

THIS INSTRUMENT PREPARED BY:
DAVID M. BAUMAN, ESQ.
Bauman & Kanner P. A.
7119 W. Broward Blvd.
Plantation, Florida 33317

CERTIFICATE OF RESOLUTION TO ENFORCE PET RESTRICTIONS
BY THE BOARD OF PLANTATION CLUB CONDOMINUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium establishing PLANTATION CLUB CONDOMINUM ASSOCIATION, INC. (the "Declaration") is recorded at Official Records Book 6854, Page 582, of the Public Records of Broward County, Florida; and,

WHEREAS, this Resolution to Enforce Pet Restrictions has received approval of a majority of the Directors present at a duly held and noticed meeting of the Board of Directors as required in Article II of By-Laws of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. (by-laws) and as further evidenced by signatures attached hereto as Exhibit "A"; and,

NOW THEREFORE, the Board of Directors is RESOLVED as follows:

1. THAT Article 16B relating to Board approval and member keeping of pets shall be duly enforced from this date forth and is hereby republished in its relevant parts as follows:

16. Obligations of Members. . . . every condominium parcel owner shall:
B. Not keep pets or other animals in his unit or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It id the intent of the Developer and the Association that said written approval will not be withheld for small animals. In the event written approval as aforedescribed is obtained by the unit owner, then and in such an event the unit owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be allowed to enter the recreational areas, and/or to cause a nuisance or disturbance of any kind or nature. In the event written approval as aforedescribed is obtained, then and in such an event, such approval will be subject to Rules and Regulations established from time to time by the Association;

2. THAT nothing in this RESOLUTION shall be construed to affect the presence of pets already on the premises except that any such pets shall be kept in a manner which is in accordance with all parts of the Declaration and By-Laws;

(2)

OR BK 36442 PG 26, Page 2 of 2

CFN # 104073458, OR BK 37638 Page 1939, Page 1 of 2, Recorded 06/11/2004 at 12:33 PM, Broward County Commission, Deputy Clerk 3075

WC/CHRIS THE COURIER/JAB

THIS INSTRUMENT PREPARED BY:
DAVID M. BAUMAN, ESQ.
Bauman & Kanner P. A.
7119 W. Broward Blvd.
Plantation, Florida 33317

CERTIFICATE OF RESOLUTION TO ENFORCE PET RESTRICTIONS
BY THE BOARD OF PLANTATION CLUB CONDOMINUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium establishing PLANTATION CLUB CONDOMINUM ASSOCIATION, INC. (the "Declaration") is recorded at Official Records Book _____, Page ____, of the Public Records of Broward County, Florida; and,

WHEREAS, this Resolution to Enforce Pet Restrictions has received approval of a majority of the Directors present at a duly held and noticed meeting of the Board of Directors as required in Article II of By-Laws of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. (by-laws) and as further evidenced by signatures attached hereto as Exhibit "A"; and,

NOW THEREFORE, the Board of Directors is RESOLVED as follows:

1. THAT Article 16B relating to Board approval and member keeping of pets shall be duly enforced from this date forth and is hereby republished in its relevant parts as follows:

16. Obligations of Members. . . . every condominium parcel owner shall:

B. Not keep pets or other animals in his unit or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It id the intent of the Developer and the Association that said written approval will not be withheld for small animals. In the event written approval as aforedescribed is obtained by the unit owner, then and in such an event the unit owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be allowed to enter the recreational areas, and/or to cause a nuisance or disturbance of any kind or nature. In the event written approval as aforedescribed is obtained, then and in such an event, such approval will be subject to Rules and Regulations established from time to time by the Association;

2. THAT nothing in this RESOLUTION shall be construed to affect the presence of pets already on the premises except that any such pets shall be kept in a manner which is in accordance with all parts of the Declaration and By-Laws;

3. THAT all current owners and tenants are hereby on notice that any future attempt to maintain a pet on the premises or in their unit shall be subject to approval according to paragraph 16B republished above and that application and enforcement of that paragraph shall be done in a uniform and consistent manner;

4. THAT all future prospective unit owners and tenants shall be required to sign a document entitled ACKNOWLEDGEMENT OF STANDARDS FOR APPROVAL AND RULES FOR MAINTENANCE OF PETS, attached as Exhibit "B," to acknowledge their understanding of paragraph 16B and how it applies to them before entering into possession of any unit.

IN WITNESS WHEREOF, the undersigned has caused those present to be signed on its behalf by the appropriate individuals on this 20th day of May, 2004.

Signed, Sealed and Delivered
in the presence of:

Bryan Adeline
JOHN A. DAURIA

PLANTATION CLUB
CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit
corporation

By: Dorothy M Dillon President
DOROTHY M DILLON

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME personally appeared Dorothy M. Dillon to me well known and known to me to be the individual described in or who provided _____ as identification and who executed the foregoing and acknowledged to me that he/she was duly authorized to sign the foregoing on behalf of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation.

IN WITNESS whereof, I have hereunto set my hand and seal on this 20th day of May, 2004.

Notary Public

My Commission Expires:

Bryan Adeline
MY COMMISSION # DD126547 EXPIRES
June 14, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

CFN # 104073457, OR BK 37638 Page 1936, Page 1 of 3, Recorded 06/11/2004 at 12:33 PM, Broward County Commission, Deputy Clerk 3075

WC/CHRIS THE COURIER/JAB

THIS INSTRUMENT PREPARED BY:
DAVID M. BAUMAN, ESQ.
Bauman & Kanner P. A.
7119 W. Broward Blvd.
Plantation, Florida 33317

CERTIFICATE OF RESOLUTION TO AMEND THE DECLARATION OF CONDOMINIUM AND BY-LAWS OF PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. IN ORDER TO ENFORCE RESTRICTIONS AGAINST THE RENTING OF CONDOMINIUM UNITS, BY THE BOARD OF PLANTATION CLUB CONDOMINUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium establishing PLANTATION CLUB CONDOMINUM ASSOCIATION, INC. (the "Declaration") is recorded at Official Records Book _____, Page ____, of the Public Records of Broward County, Florida; and,

WHEREAS, this Resolution has received approval according to the procedures set out in section 23 of THE DECLARATION OF CONDOMINIUM AND BY-LAWS OF PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. at a duly held and noticed meeting of the Membership of and as further evidenced by signatures attached hereto as Exhibit "A"; and,

NOW THEREFORE, the Membership of Plantation Club Condominium Association, Inc. is RESOLVED as follows:

1. THAT Article the Amendment the Declaration of Condominium and By-Laws of Plantation Club Association, originally passed January 5, 1982, shall be duly enforced from this date forth and is hereby amended and republished as follows:

Note: Words to be added are underlined; words to be deleted are stricken through With hyphens, as required by Florida laws.

Page 31, Paragraph 17 of the document is amended by an addition to be inserted at the end of paragraph 17A on page 32, ~~proceeding Paragraph 17B on page 33 and by the deletion of Paragraph 17C at the bottom of page 33,~~ as follows:

Addition to the paragraph 17A of Document:

As of January 5, 1982, no purchaser shall be approved unless it is his or her intention that the unit shall be occupied by such purchaser and/or his or her immediate family as a private dwelling and as permanent occupants of the unit. Any rental provisions in the Declaration of Condominium By-Laws or Amendments, shall not apply until one year after the purchase of any unit. Should title to a unit be registered in the name of a person or persons other than the occupant, a notarized letter must be submitted to the Plantation Club Association, Inc., advising the name or names title holders and authorization for

permanent occupancy specifying the names of residents to be living in the unit on such permanent basis.

As of January 5, 1982, the leasing of units as a regular practice is not permitted. In order to meet special situations and to avoid undue hardships or practical difficulties, the Board of Directors may grant permission to an owner to lease his unit to a specified lessee for a period of not less that one year or more than two years and the unit may not be rented again during the period of current ownership.

Provisions governing rentals as outlined in the above paragraph, shall apply to any unit now being leased. At the termination of the present leases agreement on file at the office of the Plantation Club Association, Inc., any provision for an option or renewal clause shall be null and void. The Board of Directors may consider the allowance of another lease period of from one year to two years and at the termination of such period, no further leasing of such unit shall be permitted.

~~B. Rental or lease: A condominium parcel shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Board of Directors shall have the right to require that a substantially uniform form of lease be used.~~

~~In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration, and either the lessee or the member shall have the right to use the recreational facilities to the exclusion of the party not using same.~~

~~Completely apart from and in addition to the Association's right to pass on and approve or disapprove of any such attempted lease on any condominium unit, is the right of the Association hereby given and granted of first refusal to lease any condominium unit offered for lease by any member of the Association. Accordingly, no owner of a condominium unit shall lease same to any party without first giving the Association notice in writing of such lease as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said condominium unit on the same terms and conditions as those contained in any bona fide offer which owner of such condominium unit may have received for the lease of his said condominium unit. If the Association is desirous of exercising its option to lease said condominium unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the owner of said condominium unit desiring to lease the same of the exercise by Association of its election to so lease said condominium unit, such notice to be in writing and sent by certified mail to said owner within fifteen (15) days from receipt by the Association of the owner's notice to said Association as hereinabove required. If the Association has elected to lease such condominium unit, then, upon notifying the owner of such condominium unit of its election to lease said condominium unit, the Association shall execute a lease and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the~~

~~Association does not, within fifteen (15) days after notice to it from the owner, exercise its right of first refusal herein granted the owner may lease the condominium unit to the proposed lessee, provided that the Association has approved of the lessee as hereinabove stated. If the Board of Directors of the association shall so elect, it may cause its right of first refusal to lease any condominium unit to be exercised in its name for itself or for a party approved by said Board of Directors.~~

2. THAT nothing in this RESOLUTION shall not be construed to affect any leases currently in effect on the premises except that any options or renewal clauses in any such leases are hereby declared NULL and VOID;

3. THAT all current owners and tenants are hereby on notice that all current leases shall expire and be of no further effect at the conclusion of their current term;

4. THAT all current owners are hereby on notice that any future attempt to lease a unit on the premises shall be subject to approval of the Board according to paragraph 17A republished above and that application and enforcement of that paragraph shall be done in a uniform and consistent manner;

IN WITNESS WHEREOF, the undersigned has caused those present to be signed on its behalf by the appropriate individuals on this 20th day of May, 2004.

Signed, Sealed and Delivered
in the presence of:

Bryan Adeline
JOHN A. DAURIA

PLANTATION CLUB
CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit
corporation

By: Dorothy M. Dillon, President

STATE OF FLORIDA
COUNTY OF BROWARD

~~BEFORE~~ ME personally appeared Dorothy M. Dillon to me well known and known to me to be the individual described in or who provided _____ as identification and who executed the foregoing and acknowledged to me that he/she was duly authorized to sign the foregoing on behalf of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation.

IN WITNESS whereof, I have hereunto set my hand and seal on this 20th day of May, 2004.

Notary Public

My Commission Expires:

Bryan Adeline
MY COMMISSION # DD126347 EXPIRES
June 16, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

THIS INSTRUMENT WAS PREPARED BY
KAYE BENDER REMBAUM, P.L.
ATTN: EMILY E. GANNON, ESQ
1200 PARK CENTRAL BOULEVARD SOUTH
POMPANO BEACH, FLORIDA 33064

CERTIFICATE OF AMENDMENT TO THE BYLAWS OF PLANTATION CLUB ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Bylaws of Plantation Club Association, Inc., as recorded as an exhibit to the Declarations of Condominium of Plantation Club A, B, C, and D as described in Official Records of the Public Records of Broward County, Florida, as set forth below, were duly adopted by written consent in accordance with the provisions of Section 617.0701(4)(a), Florida Statutes, and the governing documents.

Building	Official Records Book	Page No.
A	5953	270
B	6152	575
C	6854	582
D	6854	696

IN WITNESS WHEREOF, we have affixed our hands this 02 day of December, 2015, at Plantation, Broward County, Florida.

By: B. Oxley / President
Print: Beate Oxley
Attest: Angelica Cubillas / Board member
Print: ANGELICA CUBILLAS

STATE OF ~~FLORIDA~~
COUNTY OF Broward.

The foregoing instrument was acknowledged before me this 2nd day of December, 2015 by Beate Oxley as President and Angelica Cubillas as Secretary of Plantation Club Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced known as identification.

NOTARY PUBLIC:
sign
print Vicki D. Dillon
State of Florida at Large

My Commission Expires:

VICKI D. DILLON
MY COMMISSION #FF033177
EXPIRES July 2, 2017
(407) 398-0153 FloridaNotaryService.com

AMENDMENT
TO THE BYLAWS OF
PLANTATION CLUB ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . ."}

ARTICLE II

DIRECTORS

. . .

B. Resident Directors shall be elected solely by the members of each Condominium who are the only members entitles to vote for their respective Resident Director. Each Condominium shall elect its Resident Director for the term and in the manner herewith specified: ~~Starting in 1981, a staggered period of serving will be in effect for the Director of each Condominium to be chosen as follows:~~ The current Resident Directors shall serve two (2) year terms, which began in 2014, and all Resident Directors thereafter shall continue to serve two (2) year terms.

~~Alternating method of electing a Resident Director for Plantation Club Condominium~~

~~Initial Election:~~	~~D~~	~~C~~	~~B~~	~~A~~
~~(1) To serve for a term of~~	~~2 Yrs~~	~~1 Yrs~~	~~1 Yr~~	~~1 Yr~~
~~Following Years:~~				
~~(2) For a term of~~	~~0~~	~~2 Yrs~~	~~1 Yr~~	~~1 Yr~~
~~(3) For a term of~~	~~1 Yr~~	~~0~~	~~2 Yr~~	~~1 Yr~~
~~(4) For a term of~~	~~1 Yr~~	~~1 Yr~~	~~0 2 Yrs~~	
~~(5) For a term of~~	~~2 Yrs~~	~~1 Yr~~	~~1 Yr~~	~~0~~

~~With subsequent years following in the same repetitive alternating order.~~

C. Directors at large shall be elected by the membership of the Association at large in the following manner: The Board shall its sole discretion determine the number of Directors at large. The current Directors at large shall serve two (2) year terms, which began in 2014,

and all subsequent Directors at large shall serve two (2) year terms.

~~In the initial election year the candidate with the highest number of votes shall be elected for a term of two years with the others to serve for 1 year. In subsequent years the candidate with the highest number of votes for the remaining at large seats shall be elected to serve for two years with the other for one year.~~

~~Example chart:~~	~~Candidates:~~	~~1~~	~~2~~	~~3~~
~~(1) Initial Year - To serve for a term of~~		~~2 Yrs~~	~~1 Yr~~	~~1 Yr~~
~~(2) Following Year - To serve for a term of~~		~~0~~	~~2 Yrs~~	~~1 Yr~~
~~(3) Following Year - To serve for a term of~~		~~1 Yr~~	~~0~~	~~2 Yrs~~
~~(4) Following Year - To serve for a term of~~		~~2 Yrs~~	~~1 Yr~~	~~0~~

. . .

75- 53442

75 MAR 31 PM 3:02

DECLARATION OF CONDOMINIUM

FOR

PLANTATION CLUB B,

A Condominium

OFF. REC. 6152 PAGE 575

This Instrument Prepared By:
JEROME H. STERN
OF SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
ATTORNEYS AT LAW
17071 WEST DIXIE HIGHWAY
NORTH MIAMI BEACH, FLORIDA 33160

RETURN TO:
SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
P. O. BOX 033830
NORTH MIAMI BEACH, FLORIDA 33160

TABLE OF CONTENTS
CONDOMINIUM DOCUMENTS
PLANTATION CLUB B
A CONDOMINIUM

		Page
Declaration of Condominium		1
1.	Purpose	1
2.	Name	1
3.	Property Submitted to Condominium Form of Ownership	1
4.	Definitions	2
5.	Development Plan & Identification	3
6.	Easements	4
7.	Common Elements	5
8.	Ownership of Common Elements & Restrictions thereto	6
9.	Common Expenses	7
10.	Governing Body	7
11.	Maintenance, Alterations & Improvements	10
12.	Enforcement of Maintenance	12
13.	Condominium Working Capital	12
14.	Assessments, Liability, Lien and Priority, Interest, Collection	14
15.	Insurance	20
16.	Obligations of Members	29
17.	Conveyance, Sales, Rentals, Leases and Transfers	31
18.	Restraint upon Separation & Partition	36
19.	Costs and Attorneys' Fees	36
20.	No Waiver of Rights	37
21.	Assignability of Rights of Developer	37
22.	Type of Ownership	37
23.	Amendments	37
24.	Termination	39
25.	Apartment Unit Boundaries	40
26.	Rights Reserved Unto Institutional Mortgagees	41
27.	Covenants	43
28.	Restrictions and Easements	43
29.	Developer's Tenants	44
30.	Invalidation and Operation	44
31.	Approval and Ratification	45
32.	Reservation of Exclusive Right to Install, Provide and Maintain Pay Television in the Condominium Property and Recreational Facilities	45
33.	Warranties	45
34.	Execution of Documents Required by City of Plantation or Broward County	46
35.	Land Use Agreement	46
36.	Developer's Right to Continue Construction	49
37.	Notices	49
38.	Interpretation	49

OFF. REC. 6152 PAGE 576

Joinder of Mortgagee	52
Legal Description (Exhibit A)	53
Survey of Land (Exhibit B)	54
Percentage of Ownership of Common Elements and Percentage for Paying Common Expenses and Sharing Common Surplus (Exhibit C)	55
By-Laws of Plantation Club Association Inc. (Exhibit D)	56
Article I - General	1
Article II - DIRECTORS	1
Article III - Officers	6
Article IV - Membership	8
Article V - MEETINGS OF MEMBERSHIP	9
Article VI - Notices	11
Article VII - Finances	11
Article VIII - Seal	12
Article IX - Rules and Regulations	12
Article X - Default	15
Article XI - Registers	16
Article XII - Surrender	17
Article XIII - Joint Ownership	17
Article XIV - Amendment of By-Laws	17
Article XV - Land use Recreational Agreement	18
Article XVI - Real Property Taxes	18
Article XVII - Construction	19
Articles of Incorporation (Exhibit E)	57
Article I - Name	1
Article II - Purpose	1
Article III - Powers	1
Article IV - Members	1
Article V - Term	2
Article VI - Subscribers	2
Article VII - BOARD OF DIRECTORS	3
Article VIII - Officers	3
Article IX - Indemnification	4
Article X - Address	4
Article XI - By-Laws	5
Article XII - Amendments	5
Legal Dexcription of Condominium Property (Exhibit A to the Articles of Incorporation)	7
First Amendment to Articles of Incorporation	8
Warranty Deed (Exhibit F to the Declaration of Condominium)	58
Land Use Agreement and Amendment (Exhibit G)	59
Project or Complex Land (Exhibit H)	60
Maintenance Guarantee (Exhibit I)	61

OFF. REC. 6152 PAGE 577

DECLARATION OF CONDOMINIUM OF

PLANTATION CLUB B,

A CONDOMINIUM

BROWARD COUNTY, FLORIDA

PLANTATION CLUB DEVELOPMENT CORP., herein called "the Developer", makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the land described and improvements described to the condominium form of ownership and use in the manner provided in Chapter 711 of the Florida Statutes, as amended, herein called "the Condominium Act". Except where permissive variances therefrom appear in this Declaration the annexed By-Laws, and/or the Charter of PLANTATION CLUB ASSOCIATION, INC., a Florida corporation not for profit, or in lawful amendments to these instruments, the provisions of Chapter 711, supra, including the definitions therein contained, are adopted herein by express reference as if set forth in haec verba, and said statute as amended from time to time, and this Declaration, the annexed By-Laws, and the Charter of said corporation, as lawfully amended from time to time, shall govern this Condominium and the rights, duties, and responsibilities of owners of condominium parcels therein.

2. Name. The name by which this Condominium is to be identified is "PLANTATION CLUB B, a Condominium".

3. Property submitted to Condominium Form of Ownership. The following property is hereby submitted to the Condominium form of ownership:

(a) The Land. The lands, owned by the Developer, lying and being situate in Broward County, Florida, as more particularly set forth in Exhibit A attached hereto, which lands are herein called "the land".

(b) The Improvements. One building containing 52 condominium units and all common elements appurtenant thereto.

4. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of PLANTATION CLUB ASSOCIATION, INC., shall be defined in accordance with the provisions of Florida

OFF. REC. 6152 PAGE 578

This Instrument Prepared By:
JEROME H. STERN
OF SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
ATTORNEYS AT LAW
17071 WEST DIXIE HIGHWAY
NORTH MIAMI BEACH, FLORIDA 33160

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P. O. BOX 229050
NORTH MIAMI BEACH, FLORIDA 33160

Statute, Section 711.03 as amended by Laws of Florida Chapter 74-104 of the Condominium Act, and as follows unless the context otherwise requires:

(a) Condominium Unit - The unit being a unit space, designated "condominium unit" on the sketch of survey and plans attached hereto and marked as Exhibit B.

(b) Common Elements - Common elements means the portion of the condominium property not included in the units. Common elements shall include the tangible personal property required for the maintenance of the common elements and limited common elements even though owned by the Association. References to common areas mean and are common elements, and said words "common areas" and "common elements" are used interchangeably.

(c) Condominium Parcel - The condominium unit, together with an undivided share in the common elements appurtenant thereto.

(d) Owner - That person or entity owning a condominium parcel.

(e) Co-Tenant - An owner owning a condominium parcel in conjunction with another owner.

(f) Association or Corporation - means PLANTATION CLUB ASSOCIATION, INC., the entity responsible for the operation of the condominium.

(g) Member - An owner or co-tenant who, or which, is a member of PLANTATION CLUB ASSOCIATION, INC., a Florida non-profit membership corporation, hereinafter referred to as "Association".

(h) By-Laws - means the By-Laws for the government of the Condominium as they exist from time to time.

(i) Voting Rights - If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designaged by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

OFF. REC. 6152 PAGE 579

(j) Land Use Agreement. - Refers to the interest of the Association in and to the recreational facilities, land and improvements as described and set forth in the Land Use Agreement and Amendment thereto, which are recorded under Clerk's File Number 74-207149 for the Land Use Agreement and under Clerk's File Number 74-227430 for the Amendment to Land Use Agreement, all of the Public Records of Broward County, Florida,(hereinafter collectively referred to as Land Use Agreement), wherein the Developer is the initial owner and the Association the ultimate owner of the property thereunder, the said Land Use Agreement and Amendment attached hereto as Exhibit G. That with respect to the Land Use Agreement, the words "owner" and "Developer" have been used interchangeably.

(k) Recreational Facilities. - Recreational facilities means the facilities, land, and improvements provided under the Land Use Agreement.

(l) Common Expenses. - Common expenses include: (a) expenses of administration and management of the condominium property; (b) expenses of maintenance, operation, repair or replacement of common elements; (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws; (d) expenses and payments due under the Land Use Agreement; and (e) any valid charge against the condominium as a whole.

(m) Institutional Mortgagee. - Is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either Ford Motor Credit Company, a Delaware corporation, its assignees or nominees, or a bank, life insurance company or a Federal or State savings and loan association, or a mortgage or real estate investment trust, or a union pension fund.

(n) Institutional Mortgage. - Is a mortgage owned or held by an institutional mortgagee.

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

5. Development Plan and Identification. Plantation Club (hereinafter referred to as "Complex" or "Project" means and refers to the entire group of Condominiums and/or Rental Type structures and improvements which the Developer intends to construct upon the Plantation Club Land (hereinafter also referred to as "Complex" or "Project Land", said land more particularly described on Exhibit H attached hereto and made a part hereof), one of which is the Condominium created by this Declaration. The construction of the Project is a projected plan of development only and nothing contained herein

OFF. REC. 6152 PAGE 580

shall be construed as making it obligatory upon the Developer to construct said Project, or if constructed, to construct same in accordance with any particular plan of development and in fact, if constructed, the Developer need not submit said additional structures outside this Condominium to Condominium ownership but, in fact, may utilize same as rental type structures. It is understood that any Condominium submitted to Condominium ownership in the Project shall have as its one governing body PLANTATION CLUB ASSOCIATION, INC., so that all Condominiums within the Complex shall have the same Condominium Association for the benefit, joint rule, maintenance and operation of all the Condominiums within the Project subject to the terms and conditions of this Declaration, and accordingly, the foregoing is deemed to be a multi-phase Condominium Project under the laws of the State of Florida.

The condominium units and all other improvements constructed on the condominium property are set forth in detail in Exhibit B attached hereto and made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions, and size of such unit as well as of the common elements appurtenant thereto.

Each condominium unit is identified by a number, letter, or name, or combination thereof, as shown on the plans attached hereto as Exhibit B and made a part hereof, so that no unit bears the same designation as does any other unit.

6. Easements. Each of the following easements is a covenant running with the land of the Condominium for the benefit of all land owners of the lands described in Exhibit H hereto, to wit:

(a) Utilities - As may be required for utility services in order to adequately serve the Condominium and the Recreational areas, and any land in Exhibit H hereto; provided, however, easements through a unit shall be only according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved, in writing, by the Unit Owner. Any portion of the common elements including end walls and outside walls of units may be used for housing electric meters, meter closets, meter rooms, water meters, hose bibs and other electrical and water meters and boxes that may be necessary to any unit within the PLANTATION CLUB Complex or Project.

(b) Traffic - An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian

OFF. REC. 6152 PAGE 581

traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the unit owners; institutional mortgagees; and the owner of the Recreational area and Land owners of the lands described in Exhibit H, their mortgagees, heirs, personal representatives, successors and assigns; and those claiming by, through or under the aforesaid; provided, however nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

(c) Easement for Unintentional and Non-Negligent Encroachments - If a unit shall encroach upon any common element, limited common element, or upon any other unit, by reason of original construction or by the non-purposeful or non-negligent act of the unit owner or Developer, then an easement appurtenant to such encroaching unit to the extent of such encroachment shall exist so long as such encroachment shall exist. If any common element or limited common element shall encroach upon any unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such common element or limited common element to the extent of such encroachment shall exist so long as such encroachment shall exist.

(d) Support. The Developer, Association and the Recreational Facilities Owner under the Land Use Agreement hereby grants to each other, their heirs, successors and assigns, and all third party beneficiaries, including Condominium Unit Owners, their lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominium or the premises under the Land Use Agreement.

7. Common Elements. Common elements as hereinabove defined shall include within its meaning, in addition to the items as listed in the Florida Condominium Act, Section 6, the following items:

(a) An undivided share in the common surplus.

(b) Cross-easements for ingress, egress, support, maintenance, repair, replacement and utilities.

(c) Easements or encroachments by the perimeter walls, ceilings, and floors surrounding each condominium unit caused by the settlement or movement of the building or caused by minor

OFF. REC. 6152 PAGE 582

inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

(d) Easement for overhanging troughs or gutters, downspouts, and the discharge therefrom of rain water and the subsequent flow thereof over condominium units or any of them.

8. Ownership of Common Elements and Restrictions thereto. The owner of each unit shall own a share and certain interests in the condominium property which are appurtenant to his unit, which include, but are not limited to, the following items which are appurtenant to the several units, as indicated:

(a) Automobile Parking Spaces - As each condominium unit is purchased, the Developer shall assign in writing to said unit a parking space hereinafter referred to as an "assigned parking space". Once said parking space is assigned by the Developer, then said parking space shall be deemed as an appurtenance to said condominium unit to which it was assigned, and such parking space may not thereafter be separately conveyed, hypothecated, transferred, encumbered or otherwise dealt with, and title thereto shall pass only with title to the unit to which it is appurtenant, subject to the hereinafter provisions.

All "unassigned parking spaces" are hereby deemed to be parking spaces for the purpose of guests, employees, servants and visitor parking and parking for second automobiles of unit owners.

Notwithstanding anything herein to the contrary contained a unit owner upon written request may exchange his assigned parking space for an unassigned parking space providing that either the Developer or the Board of Directors approves same in writing. In the event of the foregoing the original assigned parking space shall be deemed an unassigned parking space and conversely the subject unassigned parking space shall be deemed an assigned parking space as an appurtenance to said condominium unit to which it was subsequently assigned. No parking space bears the same identifying number as any other.

(b) Common Elements - The undivided shares, stated as percentages, in the common elements appurtenant to each of the Condominium units is set forth on the schedule attached hereto and made a part hereof by reference as Exhibit C.

(c) Association - The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.

OFF REC 6152 PAGE 583

(d) Common Surplus - Each Unit Owner shall own any common surplus of his Condominium in the same percentage as the common expenses appurtenant to each unit are shared as set forth in Exhibit C. However, this ownership does not include the right to withdraw or require payment or distribution of the same, inasmuch as common surplus shall constitute advance payment of estimated monthly maintenance and shall be applied in reduction thereof for the next ensuing monthly maintenance payments during the fiscal year. Any reduction as aforementioned shall be allocated over the next succeeding fiscal year.

9. Common Expenses. The common expenses of the Condominium, shall be shared by the Unit Owners as specified and set forth in Exhibit C. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium Parcels, their locations, or the building square footage included in each Condominium Unit.

10. Governing Body. The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be PLANTATION CLUB ASSOCIATION, INC. The By-Laws of the Association are attached hereto as Exhibit D and made a part hereof, and a copy of the Articles of Incorporation of the Association, and Amendment thereto, is attached hereto as Exhibit E and made a part hereof.

Recognizing the unique architectural features of the entire Project and that there are certain reciprocal rights and duties to be shared between this Condominium and other condominiums, and mindful of the fact that the management and control of such matters would be facilitated by the use of one governing entity, it is expressly understood and agreed that PLANTATION CLUB ASSOCIATION, INC. shall be the condominium association for this and all other condominiums to be constructed on the PLANTATION CLUB land that desire this Condominium Association to govern its affairs.

All parties hereafter owning condominium parcels (owners) in this Condominium, which interest is evidenced by recordation of a proper instrument in the Public Records of Broward County, Florida, shall automatically be members of the Association, and such membership shall automatically terminate when such persons have divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

OFF. REC. 6152 PAGE 584

A person or entity owning more than (1) condominium parcel may be designated as a voting member for each such condominium parcel which it or he owns. The Developer shall be deemed an Owner and voting member of and for each unsold Condominium Unit. Failure by all owners of any single condominium parcel to file the aforementioned written statement with the secretary prior to a members' meeting will result in depriving such owners of a single condominium parcel of a vote at such meeting.

All the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of voting members.

The Association shall have all of the powers and duties reasonably necessary to operate this Condominium as set forth in this Declaration, the By-Laws, and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all the powers and duties of an association, as set forth in the Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, including:

(a) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.

(b) The power to make and collect assessments and to lease, maintain, repair and replace the common elements.

(c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at all reasonable business hours.

(d) The power to enter into the Land Use Agreement attached hereto as Exhibit G. To enter into contracts with others for a valuable consideration, for vending machines and for the maintenance and management of the subject condominium property, including the normal maintenance and repairs of the common elements, and in connection therewith to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, etc. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit.

OFF. REC. 6152 PAGE 585

Each Unit Owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution of same by the Association; covenanting and promising to perform each and every of the covenants, promises and undertaking to be performed by Unit Owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such agreement are hereby ratified, confirmed, approved and adopted.

(e) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, comfort, safety and welfare of the Condominium Unit Owners, all of whom shall be subject to such rules and regulations.

(f) To grant or contract for easements, licenses and other privileges and duties on behalf of the membership where no members' rights are substantially affected.

(g) Subsequent to the filing of this Declaration of Condominium, the Condominium Association, when authorized by a vote of 75% of the total vote of the Unit Owners of the Association, and approved by the owners and holders of institutional first mortgages encumbering Condominium parcels who represent a majority of the dollar institutionally mortgaged indebtedness against this Condominium, then and in such event, the Association may purchase and/or acquire and enter into agreements, from time to time whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities including, but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses.

OFF. REC. 6152 PAGE 586

The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel(s), or which would change the provisions of the By-Laws with respect to institutional mortgagees, without the written approval of all institutional mortgagees of record.

11. Maintenance, Alterations and Improvements. The responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvement shall be as follows:

(a) By the Association - The Association shall maintain, repair and replace at the Association's own expense:

(1) All Common elements and limited common elements.

(2) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load-bearing columns.

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which service part or parts of the Condominium other than the unit within which contained.

(4) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

(5) All property owned by the Association, including any of the recreational facilities, lands, and improvements under the Land Use Agreement.

(b) By the Condominium Parcel Owner - The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of the unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the unit owner shall be windows, screens and doors opening into or onto his unit, sliding glass doors and plate glass. All such maintenance, repairs and replacements shall be done without disturbing the rights of other unit owners.

(2) To maintain, repair and replace at his own expense his individual air-conditioning and heating system inside and outside his individual condominium unit.

OFF REC. 6152 PAGE 587

(3) Within the unit to maintain, repair and replace at his expense all fans, stoves, refrigerators, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, tdephone, sewage, and sanitary service to his condominium unit. The floor and interior walls of any balcony attached to condominium units shall be maintained by the condominium unit owner thereof at his own expense.

(4) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building including the terraces or any stucco portion of the unit or the color and design of the framing and screening.

(5) To promptly report to the Association any defects or need for repairs the responsibility for the remedy of which is that of the Association.

(6) No condominium parcel owner other than the Developer shall make any alterations in the portions of the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval from the Board of Directors of the Association.

(c) Alteration and Improvement - There shall be no material alterations or substantial additions to the common elements or limited common elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of voting members casting not less than seventy-five per cent (75%) of the total votes of the members of the Association present at any regular or special meeting of the unit owners called for that purpose. The cost of the foregoing shall be assessed as common expenses of this Condominium. Where any alterations or additions as aforedescribed are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owners exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall be made only when authorized by the Board of Directors and ratified by not less than seventy-five per cent (75%) of the total votes of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten or less, the approval of all but one shall be required.

OFF. REC. 6152 PAGE 583

12. Enforcement of Maintenance. In the event the owner of a unit fails to maintain it as required above, the Association, Developer, or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, or the Association shall have the right to assess the Unit Owner and the Unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a Unit Owner violates any of the provisions of Paragraph 11 above, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without consent of the Unit Owner.

13. Condominium Working Capital. At the time the Developer sells and closes a condominium unit to a purchaser (purchaser thereby becoming a Unit Owner of this Condominium) the purchasers shall deposit an amount equal to one-half of one percent of the purchase price of the unit, said sum to be deposited with Purchasers' Condominium Fund for the purpose of initial maintenance, reserve, initial and non-recurring capital expenses, which may be referred to as "condominium working capital". The Purchasers' Condominium Fund may be commingled by the Association with any of its other funds.

The commencement of payment of common expenses by Unit Owners shall be at such time as the Developer notifies Unit Owners of commencement date of payment of monthly common expenses, provided same shall not commence later than the first day of the month from the date of the first closing in the Condominium. Prior to the time that maintenance payments are commenced for the Condominium, all maintenance expenses shall be paid from the Purchasers' Condominium Fund and all utility deposits and advance insurance premiums for insurance policies and coverage pursuant to this Declaration and Exhibits attached hereto shall be paid from the Condominium Working Capital Fund.

OFF. REC. 6152 PAGE 589

Initial contribution to the Condominium Fund is contemplated to provide for cost of maintenance of this Condominium from date of completion thereof until the date at which the regular monthly maintenance installments are commenced. After the commencement date of payment of monthly common expenses, in the event there are unsold units, the Developer retains the right to be the owner of said unsold units. However, the Developer, pursuant to and in accordance with Exhibit I hereto, which is a Form of Guarantee to be delivered to each purchaser at time of closing, has guaranteed that the assessment for common expenses of the Condominium imposed upon the unit owners other than Developer shall not increase over a stated dollar amount, and obligates Developer to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners. The foregoing provisions are pursuant to Florida Statutes Section 711.15(8)(b) as amended and added by Laws of Florida, Chapter 74-104(9).

The provisions of this Paragraph 13 are paramount to and superior to the provisions of Paragraphs 9 and 14 of this Declaration as to the matters set forth in this paragraph.

OFF. REC. 6152 PAGE 590

14. Assessments, Liability, Lien and Priority, Interest, Collection. Common expenses shall be assessed against each condominium parcel owned by the Association as provided in paragraph 9 above.

Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of $25.00 shall be due and payable.

The Board of Directors of the Association may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien and may settle and compromise same if in the best interest of the Association. The delinquent members shall pay all costs, including reasonable attorneys' fees incident to the collection of such assessments or enforcement of such lien. In any lien foreclosure, the condominium parcel owner may be required to pay a reasonable rental for continued occupancy or use of the condominium parcel, and plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against said bid sums due the Association for assessments, interest, and collection costs.

As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless of when said assessment was due, but not to any other mortgage. The Association shall maintain a register of institutional first mortgages and shall give such mortgagees notice, in writing, of all notices given by the Association to the owner of such condominium parcel encumbered by such institutional first mortgage.

If the mortgagee of a first mortgage of record, or the owner under the Land Use Agreement, or any other purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of the foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, or of the lien of the owner under the Land Use Agreement, such acquiror 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 owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels in the condominium, including such acquiror, his successors and assigns. It is understood that such acquiror shall be liable for his share of common expenses or assessments attributable to his condominium unit from the date of acquiring said condominium unit.

OFF. REC. 6152 PAGE 591

In furtherance of said grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation and management the the Condominium, the following provisions shall be operative and binding upon the owners of all condominium units, to wit:

A. In accordance with Florida Statutes Section 711.11(2)(f), as amended by Laws of Florida, Chapter 74-104(6), the Board of Directors of the Association shall establish an annual budget, in advance, for each fiscal year, which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year, which may be required for the proper operation, management and maintenance of the Condominium. As a common expense of the Association, there shall be included the cost of maintaining leasehold, memberships, and other possessor, use or fee interests in lands or facilities, including, but not limited to, country clubs, golf clubs, marinas and other recreational and communal facilities, whether or not contiguous to the lands or the Condominium, to provide enjoyment, recreation or other use or benefit to the condominium owners, all as may be now or hereafter acquired, directly or indirectly, in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the Association. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary.

B. The Board of Directors of the Association, in establishing said annual budget for operation, management and maintenance of the Project, may include therein a sum to be collected and maintained as a reserve fund for replacement of common elements, which reserve fund shall be for the purpose of enabling the Assoc-

OFF. REC. 6152 PAGE 592

iation to replace structural elements and mechanical equipment constituting a part of common elements, as well as the replacement of personal property which may constitute a portion of the common elements held for the joint use and benefit of all of the owners of all condominium parcels. The amount to be allocated to such reserve fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of common elements.

C. The Board of Directors of the Association, in establishing said annual budget for operation, management, and maintenance of the Project, may include therein a sum to be collected and maintained as a general operating reserve, which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by condominium parcel owners, as a result of emergencies or for other reason placing financial stress upon the Association.

D. All monies collected by the Association shall be treated as the separate property of the said Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said Association, and as monies for any assessment are paid to the Association by any condominium parcel owner, the same may be commingled with monies paid to said Association by other condominium parcel owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of common elements, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, hypothecate, pledge, or in any manner transfer his membership interest therein, except as an appurtenance to his condominium parcel. When the owner of a condominium parcel shall cease to be a member of the Association by reason of his divestment of ownership of such condominium parcel, by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the Association, or which may have been paid to the Associ-

OFF. REC. 6152 PAGE 593

ation by such condominium parcel owner, as all monies which any condominium parcel owner has paid to the Association shall be and constitute an asset of said corporation which may be used in the operation and management of the Condominium.

E. The payment of any assessment or installment thereof due to the Association shall be in default if such assessment, or any installment thereof, is not paid unto the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear interest at the rate of ten percent (10%) per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to the Association.

F. The owner or owners of each condominium parcel shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, which may be levied by the Association while such party or parties are owner or owners of a condominium parcel in the Condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to the Association, such owner or owners of any condominium parcel shall be personally liable, jointly and severally, for interest on such dilinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

G. No owner of a condominium parcel may exempt himself from liability for any assessment levied against such owner and his condominium parcel by waiver of the use or enjoyment of any of the common elements, or by abandonment of the condominium parcel or in any other way.

H. Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of condominium parcels, and that the payment of such common expense represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each condominium parcel, the Association is hereby granted a lien upon such condominium parcel and its appurtenant undivided interest in the common elements, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each condominium parcel, which

OFF. REC. 6152 PAGE 594

lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon said condominium parcel and its appurtenant undivided interest in the common elements. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any condominium parcel from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said condominium parcel, without notice to the owner of said condominium parcel. The rental required to be paid shall be equal to the rental charged on comparable type of condominium units in Broward County, Florida. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of ten percent (10%) per annum on any such advances made for such purpose. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any condominium parcel, or who may be given or acquire a mortgage, lien, or other encumbrance thereon, is hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any condominium parcel expressly subject to such lien rights.

I. The lien herein granted unto the Association shall be effective from and after the time of recording in the Public Records of Broward County, Florida, a claim of lien stating the description of the condominium parcel encumbered thereby, the name of the record owner, the amount due, and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

OFF. REC. 6152 PAGE 595

J. Whenever any condominium parcel may be leased, sold, or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, the Association, upon written request of the owner of such condominium parcel, shall furnish to the proposed lessee, purchaser, or mortgagee a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such condominium parcel. Such statement shall be executed by any officer of the Association, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase, or mortgage transaction, and the Association shall be bound by such statement.

In the event that a condominium parcel is to be leased, sold, or mortgaged at the time when payment of any assessment against the owner of said condominium parcel and such condominium parcel due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase, or mortgage proceeds shall be applied by the lessee, purchaser, or mortgagee first to payment of any then delinquent assessment or installments thereof due to the Association before the payment of any rent, proceeds of purchase, or mortgage proceeds to the owner of any condominium parcel who is responsible for payment of such delinquent assessment.

The Association shall have the right to withhold consent to a sale, lease, or mortgage where there is a deficiency or delinquency existing as to an assessment or installment due in the absence of a properly executed assignment to the Association of such portion of the proceeds of such sale, lease, or mortgage equal to the amount of such deficiency or delinquency.

In any voluntary conveyance of a condominium parcel, the grantee shall be jointly and severally liable with grantor for all unpaid assessments against the grantor made prior 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.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

OFF. REC. 6152 PAGE 596

15. Insurance.

A. Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the Condominium and insuring the Association and the common owners, as its and their interest appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be $100,000/$300,000/$10,000. Said insurance shall include, but not limit the same to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

B. Casualty Insurance.

(1) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. The institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit shall have the right, for so long as it owns and holds any mortgage encumbering a condominium unit, to approve the policies and the company or companies who are the insurers under the insurance placed by the Association, as herein provided, and the amount thereof, and the further right to designate and appoint the Insurance Trustee. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

OFF. REC. 6152 PAGE 597

(2) Loss Payable Provisions - Insurance Trustee: All policies purchased by the Association shall be for the benefit of the Association, all unit owners, and their mortgagees, as their interest may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to CENTRAL BANK & TRUST CO., as Trustee, or to any other bank in Florida with trust powers, as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the unit owners and their respective mortgagees, (sometimes collectively referred to hereinafter as beneficial owners), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

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

(b) Condominium units: Proceeds on account of condominium units shall be in the following undivided shares:

1. Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

2. Total Destruction of Condominium Improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article - for the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.

OFF REC 6152 PAGE 593

(c) Mortgagees. In the event an institutional mortgage encumbers 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 participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

(3) Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(a) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all 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 him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(b) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed 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 him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere stated.

OFF. REC. 6152 PAGE 599

(c) Certificate: In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association executed by the President and Secretary of the Association, as to the names of the unit owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

(4) Loss Within a Single Unit: If loss shall occur within a single unit or units, without damage to the common elements, the insurance proceeds shall be distributed to the beneficial unit owner(s), 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 him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

(5) Loss Less than "Very Substantial": Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(b) If the damage or loss is limited to the common elements, with no, or minimum, damage or loss to any individual units, and if such damage or loss to the common elements is less than $3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(c) If the damage or loss involves individual units encumbered by institutional first mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of $3,000.00, the insurance proceeds shall

OFF. REC. 6152 PAGE 600

be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right to approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the Condominium property. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute any affidavit required by law or by the Association or the aforesaid institutional first mortgagee. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforedescribed, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

(d) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners for that portion of the deficiency

OFF REC 6152 PAGE 601

as is attributable to his individual unit; provided, however, that if the Board of Directors find that it can not determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property.

(f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision shall be waived by the Board of Directors in favor of any institutional first mortgagee upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over,and said unit owner and his unit shall be subject to special assessment for such sum.

(6) "Very Substantial" Damage. As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the Condominium is rendered untenantable, or loss or damage whereby seventy-five per cent (75%) or more of the total amount of insurance coverage (placed as per Article 15.B.1) becomes payable. Should such "very substantial" damage occur, then:

(a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) The provisions of Article 15.B.5(f) shall not be applicable to any institutional first mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.

OFF. REC. 6152 PAGE 602

(c) Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment or the Condominium project, subject to the following:

1. If the net insurance proceeds available for restoration and repair, together with the funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees, are sufficient to cover the cost thereof, so that no special asessment is required, then the condominium property shall be restored and repaired, unless two-thirds (2/3) of the total votes of the members of the Condominium shall vote to abandon the Condominium project, in which case the Condominium property shall be removed from the provisions of the law, in accordance with Section 16 of the Condominium Act.

2. If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, then if a majority of the total votes of the members of the Condominium vote against such special assessment and to abandon the Condominium project, then it shall be so abandoned and the property removed from the provisions of the law in accordance with Section 16 of the Condominium Act. In the event a majority of the total votes of the members of the Condominium vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 15.B(5)(c) and (d) above. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in paragraph 15.B(5) (c) above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the Condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

OFF. REC. 6152 PAGE 603

(d) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners.

(7) Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the institutional mortgagee holding and owning the first recorded mortgage encumbering a condominium unit within the Condominium requires distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

(8) Certificate: The Insurance Trustee may rely upon a certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

(9) Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required. The Insurance Trustee is not obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restorations or rebuilding.

(10) Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

C. WORKMEN'S COMPENSATION POLICY to meet the requirements of law.

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

OFF. REC. 6152 PAGE 604

E. Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in paragraph F. hereinafter.

F. If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against unit owners, the Association, and their respective servants, agents, and guests.

OFF. REC. 6152 PAGE 603

16. Obligations of Members. In addition to other obligations and duties heretofore set out in this Declaration, every condominium parcel owner shall:

A. Not use or permit the use of his unit for any purpose other than as a family residence and maintain his unit in a clean and sanitary manner.

B. Not keep pets or other animals in his unit or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It is the intent of the Developer and the Association that said written approval will not be withheld for small animals. In the event written approval as aforedescribed is obtained by the unit owner, then and in such an event the unit owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be allowed to enter the recreational areas, and/or to cause a nuisance or disturbance of any kind or nature. In the event written approval as aforedescribed is obtained, then and in such an event such approval will be subject to Rules and Regulations established from time to time by the Association.

C. Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

D. Conform to and abide by the By-Laws or uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through, or under him do likewise.

E. Allow the Board of Directors and/or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvement within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions, and easements and the By-Laws of the Association.

F. Signs - No "Sold" or "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements, limited common elements, or units. The right is

OFF. REC. 6152 PAGE 606

reserved to the Developer to place "Sold" or "For Sale" or "For Rent" signs in connection with any unsold or sold or unoccupied units it may from time to time own. The same right is reserved to any institutional fi st mortgagee which may become the owner of a unit and to the Association as to any unit which it may own.

G. Not make or cause any structural alterations to and in the building, including, but not limited to, enclosing or screening of terrace of any unit, or removal of any additions or improvements or fixtures from the building, or do any act that will impair the structural soundness of the building without first obtaining the prior written consent of the Developer and the Association.

H. Make no repairs to any plumbing or electrical wiring or air conditioning and heating systems except by personnel authorized to do such work by the Board of Directors of the Assodation. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the common elements. All repairs for repair, maintenance and replacement of air conditioning and heating systems regardless of location shall be the responsibility of the unit owner involved in such repair or replacement.

I. Not cause to be constructed or built any additional air conditioning or fan equipment attached to walls, windows, or doors or displayed in such a manner as to be seen from the outside of the building.

J. Not cover by shutters, screens, or otherwise any windows, doors, terraces or walkways of his unit without first obtaining the prior written consent of the Developer and the Association.

K. Children - No persons who have not yet attained eight (8) years of age shall be permitted to reside upon the Condominium units, except that children under such age may be permitted to visit and temporarily reside thereon, provided that such temporary residence shall not exceed sixty (60) days in any one calendar year or sixty (60) days within any consecutive twelve (12) month period, whichever may provide the least permissible residence.

L. Proviso - Provided, however, that until the Developer has completed and sold all the units of the Condominium, neither the unit owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold units and the common areas as may facilitate such completion

OFF. REC. 6152 PAGE 607

and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and visual promotional materials. The Developer may use unsold units as model units or as sales office for display purposes to prospective condominium purchasers. The Developer shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as Developer determines.

17. Conveyances, Sales, Rentals, Leases and Transfers. In order to insure the community of congenial residents and thus protect the value of the units, the sale, leasing, rental, and transfer of units by any owner, other than the Developer, shall be subject to the following provisions:

A. Conveyances, Sales and Transfers - Prior to the sale, conveyance, or transfer of any residential condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance, or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days, the Board of Directors of the Association shall either approve or disapprove of a proposed sale, transfer, or conveyance, in writing, and shall notify the owner of its decision. In the event the Board of Directors shall fail to approve or disapprove of a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors disapproves the proposed sale, conveyance, or transfer, and if a member still desires to consummate such sale, conveyance, or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the secretary of the Association of his intention to sell, convey or transfer on a certain date, together with the price and other terms thereof, and the Association shall promptly notify the members of the Association of the date, price, and terms. Any member shall have the first right over the prospective purchaser to accept such sale or transfer at the price and on the terms contained in the notice, provided that they so notify the secretary of the Association, in writing, of the acceptance at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the secretary of the Association ten per cent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the owner. In the event no members of the Association accept first right of purchase as aforedescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will accept the transaction upon the price and upon the terms contained in the notice, provided the Association, at least ten (10)

OFF REC. 6152 PAGE 603

days before the date of the intended sale or transfer, notifies the owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association as a good faith deposit for the intended sale. In the event the member giving notice receives acceptance from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice received no written notice from any member of the Association accepting his price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the day of sale or transfer, then that member may complete the sale or transfer on the day and at the price and terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended, and immediately after such reimbursement said purchaser or transferee shall convey all of his right, title and interest to the member or members making the redemption.

An affidavit of the secretary of the Association stating that the Board of Directors approved in all respects on a certain date the sale or transfer of a condominium parcel to certain persons shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit the redemption rights herein afforded the members shall terminate.

An affidavit of the secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors disapproved or failed to act on such proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with, and that the sale or transfer of a particular condominium parcel to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the person's title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms, and date stated in the notice given to the secretary, but one hundred twenty (120) days after the date of the notice to the Board of Directors as stated in the affidavit the redemption rights herein afforded the members shall terminate.

OFF. REC. 6152 PAGE 609

B. Rental or Lease - A condominium parcel shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Board of Directors shall have the right to require that a substantially uniform form of lease be used.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration, and either the lessee or the member shall have the right to use the recreational facilities to the exclusion of the party not using same.

Completely apart from and in addition to the Association's right to pass on and approve or disapprove of any such attempted lease on any condominium unit, is the right of the Association hereby given and granted of first refusal to lease any condominium unit offered for lease by any member of the Association. Accordingly, no owner of a condominium unit shall lease same to any party without first giving the Association notice in writing of such lease as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said condominium unit on the same terms and conditions as those contained in any bona fide offer which the owner of such condominium unit may have received for the lease of his said condominium unit. If the Association is desirous of exercising its option to lease said condominium unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the owner of said condominium unit desiring to lease the same of the exercise by the Association of its election to so lease said condominium unit, such notice to be in writing and sent by certified mail to said owner within fifteen (15) days from receipt by the Association of the owner's notice to said Association as hereinabove required. If the Association has elected to lease such condominium unit, then, upon notifying the owner of such condominium unit of its election to lease said condominium unit, the Association shall execute a lease and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the Association does not, within fifteen (15) days after notice to it from the owner, exercise its right of first refusal herein granted the owner may lease the condominium unit to the proposed lessee, provided that the Association has approved of the lessee as hereinabove stated. If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease any condominium unit to be exercised in its name for itself or for a party approved by said Board of Directors.

C. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

OFF. REC. 6152 PAGE 610

D. In the case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons other than the surviving spouse or members of his family, as aforedescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforedescribed, the Board of Directors of the Association shall, within thirty (30) days of proper evidence or rightful designation served upon the president or any other officer of the Association; or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owners of the condominium parcel. If the Board of Directors of the Association shall consent, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase or to furnish a purchaser, for cash, the said condominium parcel at the then fair market value thereof. Should the parties fail to agree on the value of such condominium parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for Broward County, Florida, upon ten (10) days' Notice, on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representatives of the deceased owner out of the amount realized from the sale of said condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser of said condominium parcel within such period, and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel; or such person or persons or the legal representative of the deceased owner may sell the said condominium parcel, but such sale shall be subject in all other respects to the provisions of this enabling Declaration and the By-Laws of the Association.

OFF. REC. 6152 PAGE 611

E. Mortgage - No parcel owner may mortgage his parcel or any interest therein without the approval of the Association, except to an institutional mortgagee. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

F. Any sale, mortgage or lease not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Association.

G. There shall be deposited and delivered to the Association a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or of transfer, gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee. It is understood that no fee shall be charged in connection with a transfer or approval in excess of the expenditures reasonably required for credit report expenses, and this expense shall not exceed fifty dollars ($50.00). No charge shall be made in connection with an extension or renewal of a lease.

H. The foregoing provisions of this paragraph 17 shall not apply to transfer by a unit owner to his or her spouse or (if a unit is owned by a form of co-tenancy) to transfer from one co-tenant to the above co-tenant(s).

I. The Board of Directors of the Association shall have the right to withhold consent and approval of prospective unit owners or lessees, to any lease, sale, transfer, conveyance, bequest, devise or otherwise in the event those prospective unit owners or lessees by being such a unit owner or lessee would automatically violate or breach a term, condition, restriction, rule or regulation, or covenant under this Declaration or Exhibits hereto.

J. The foregoing provisions of this paragraph 17 shall not apply to a transfer to or purchase by an institutional mortgagee that acquires its title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by an institutional mortgagee that so acquires its title; nor shall such provisions apply to a transfer, sale, or lease by a 'bulk grantee' of an institutional mortgagee that so acquires its title as a result of owning a mortgage upon the unit concerned. A 'bulk grantee' is defined as a grantee acquiring five or more units from said institutional mortgagee. The assignee of a mortgage originally taken by an institutional mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to said institutional mortgagee. 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 provided by law, such

OFF REC. 6152 PAGE 612

as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Developer, or any person who is an officer, stockholder or Director of the Developer, and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a unit without complying with the provisions of this paragraph 17, and without the approval of the Association, and without payment of any screening fee.

K. Notwithstanding anything herein to the contrary, the Developer shall have the right of first refusal to purchase any unit which the members or Association shall have the right to purchase upon the same price and at the same terms available to the Association or members; such right of first refusal to continue until such time as the Developer shall have completed, sold and closed on the sale of all units in the Condominium, or until three (3) years after the recordation of this Declaration, whichever shall first occur.

18. Restraint upon Separation and Partition. Any transfer of a condominium parcel must include all elements thereof as aforedescribed and appurtenances thereto whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements, the unit, and his Association membership. Recognizing that the proper use of a condominium parcel by an owner or owners is dependent upon the use and enjoyment of the common elements in common with the owners of all other condominium units, and that it is in the interest of all owners of condominium parcels that the ownership of the common elements be retained in common by the owners of condominium parcels in the Condominium, it is declared that the percentage of the undivided interest in the common elements appurtenant to each condominium parcel shall remain undivided and no unit owner shall bring any action for partition or division.

19. 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 rules 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 attorneys' fees as may be awarded by the court, provided no attorneys' fees may be recovered against the Association in such action.

OFF. REC. 6152 PAGE 613

In addition to the foregoing, if a unit owner fails to comply with the terms of this Declaration, the By-Laws, and/or the rules and regulations adopted pursuant thereto, as they may be amended from time to time, and as a result of such failure it becomes necessary for either the Association or its agent to employ an attorney in order to insure that the unit owner complies with his said obligation, then and in such event the unit owner will be obligated to reimburse the Association for the costs of such attorneys' fees, regardless of whether or not suit may be instituted.

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

21. Assignability of Rights of Developer. The rights and privileges reserved in this Declaration of Condominium, and in Exhibits hereto, in favor of the Developer, are assignable by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights in its behalf.

22. Type of Ownership. Ownership of each Residential condominium parcel shall be by warranty deed from the Developer conveying fee simple title to each condominium unit and the undivided share in all other improvements appurtenant to such unit. There shall be included in each parcel the undivided share in the common elements as aforedescribed. The form of Warranty Deed is attached hereto as Exhibit F.

23. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium and the Charter and By-Laws of the Association may be amended in the following manner:

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

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

(a) Not less than sixty-six and two thirds (66 2/3%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association or

OFF. REC. 6152 PAGE 614

(b) Not less than seventy-five (75%) percent of the votes of the entire membership of the Association, or,

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners 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.

Proviso. Provided however:

(1) That no amendment shall be made or be valid which shall in any manner impair the security of any institutional mortgagee having a mortgage or other lien against any condominium parcel, or shall in any manner impair the security of the Owner's interest under the Land Use Agreement. Any such amendment shall be conclusively presumed to impair the security of the Owner's interest under the Land Use Agreement unless the approval of the said Owner is expressly noted thereon in writing.

(2) That no amendment shall be made increasing or decreasing a unit owner's percentage of ownership in the common elements as hereinabove stated, unless the unit owner or unit owners so affected and all record owners of liens thereon shall join in the execution of the amendment.

(3) No provisions of Paragraph 15 of this Declaration may be changed without the written consent and approval of ninety (90%) percent of all institutional mortgagees of record of this Condominium.

(4) No amendment shall be made or be valid so long as the Developer is the owner of any unit within the Condominium unless the approval of the Developer is expressly noted thereon in writing except that this clause (4) shall not be applicable or in force after December 31, 1977.

(5) No provisions of Paragraph 8 (a) of this Declaration may be changed, altered or modified without the written consent and approval of all unit owners and their mortgagees.

(6) Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Developer may amend this Declaration as aforedescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of Broward County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference

OFF. REC. 6152 PAGE 615

to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors or mortgagees of units of the Condominium whether or not elsewhere required for amendments. However, as part and parcel of any such amendment as provided for in this subparagraph, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died, then in that event any other party having personal knowledge of the incorrect legal description by reason of the scrivener's or surveyor's error may execute the required affidavit for the amendment provided for herein.

(7) In the event it shall appear that there is an error or omission in this Declaration or exhibits thereto, then and in that event the Association may correct such error and/or omission by an amendment to this Declaration in the manner hereinafter described to effectuate an amendment for the purpose of curing defects, errors or omissions. Such an amendment shall not require a vote of approval as provided in Paragraphs 23A and B above but shall require a vote in the following manner:

I. Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such proposed amendment is to be considered.

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

(a) Not less than thirty-three and one-third (33 1/3%) percent of the entire membership of the Board of Directors and by not less than ten (10%) percent of the votes of the entire membership of the Condominium, or

OFF. REC. 6152 PAGE 616

(b) Not less than twenty-five (25%) percent of the votes of the entire membership of the Association, or

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners 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.

III. The foregoing provisions relating to amendments for defects, errors or omissions is in accordance with and pursuant to Florida Statute Section 711.72(1) created by Laws of Florida Chapter 74-104(17).

(8) No amendment shall be made or be valid which would in any way affect the liability or duties of the Association or the Owner under the Land Use Agreement unless the approval of the Owner is expressly noted thereon in writing.

(C) A copy of each amendment shall be certified by the president or vice-president and secretary or assistant secretary or treasurer of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Broward County, Florida.

24. Termination. This Condominium may be voluntarily terminated in the manner provided for in Section 16 of the Condominium Act at any time. In addition thereto, when there has been "very substantial" damage, as defined in Article 15.B(6) above, this Condominium shall be subject to termination, as provided in said Article 15.B(6) above. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the members of the Association pursuant to notice and is approved in writing within ninety (90) days of the said meeting by three-fourths (3/4) of the total vote of the members of the Association and all institutional mortgagees, then the Association and the approving owners shall have an option to purchase all of the parcels of the other non-consentive owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

OFF. REC. 6152 PAGE 617

A. Exercise of Option: An agreement to purchase, executed by the Association and/or the record owners of the condominium parcels who will participate in the purchase shall be delivered, by personal delivery, or mailed by certified mail or registered mail to each of the record owners of the condominium parcels to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all parcels owned by 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 the purchaser within sixty (60) days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by appraisers appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, on the petition of the Seller. The expenses of appraisal shall be paid by the purchaser.

C. Payment: The purchase price shall be paid in cash.

D. Closing: The sale shall be closed within sixty (60) days following the determination of the sale price.

25. Apartment Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

A. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundaries - The horizontal plane of the undecorated finished ceiling.

(2) Lower Boundaries - The horizontal plane of the undecorated finished floor.

B. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, terrace or canopy, the perimetrical boundaries shall be extended to include the same.

OFF. REC. 6152 PAGE 613

26. Rights Reserved unto Institutional Mortgagees. So long as any institutional mortgagee or institutional mortgagees shall hold any mortgage upon any condominium parcel or condominium parcels, or shall be the owner of any condominium parcel or condominium parcels, such institutional mortgagee or institutional mortgagees shall have the following rights, to wit:

A. To be furnished with at least one copy of the annual financial statement and report of the Association, prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year.

B. To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

C. To be given notice of default by any member owning any condominium parcel encumbered by a mortgage held by any institutional mortgagee or institutional mortgagees, such notice to be given in writing and to be sent to the principal office of such institutional mortgagee or institutional mortgagees, or to the place which it or they may designate in writing to the Association.

OFF. REC. 6152 PAGE 619

D. To cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to each institutional mortgagee or institutional mortgagees a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The Insurance Trustee designated by the Association shall be the escrow depository for purposes hereof, or the Board of Directors of the Association may designate any institutional mortgagee interested in the Condominium to act in such capacity.

Whenever any institutional mortgagee or institutional mortgagees desire the provisions of this Article to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, which written notices shall identify the condominium parcel or condominium parcels upon which any such institutional mortgagee or institutional mortgagees hold any mortgage or mortgages, or identifying any condominium parcel owned by them, or any of them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the Association to such institutional mortgagee or institutional mortgagees.

Premiums for insurance required to be placed by the Association shall be a common expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the institutional mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, then said institutional mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the moneys so advanced, plus interest thereon at the highest legal rate, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against individual unit owners for the payment of such items of common expense.

OFF. REC. 6152 PAGE 620

If two (2) or more institutional mortgagees hold any mortgage or mortgages upon any condominium parcel or condominium parcels, and/or shall be the owner of any condominium parcel or condominium parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the institutional mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, and the decision of such institutional mortgagee shall be controlling.

27. Covenants. All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration.

28. Restrictions and Easements. The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the Condominium property nor unreasonably interfering with the enjoyment of the Condominium property by the Association's members.

This Condominium is a multi-phase Condominium project as heretofore described in this Declaration and, accordingly, licenses, easements and/or rights of way established by the Developer or the Association either prior to date of recording of this Declaration or subsequent thereto or as included in this Declaration for pedestrian or vehicular traffic or for United States Post Office authorities or for utility easements, services or drainage shall be not only for the use of unit owners in this Condominium but also for the use and benefit of unit owners and land owners of the land in Exhibit H hereto, their mortgagees, heirs, successors, personal representatives and assigns.

OFF. REC. 6152 PAGE 621

It is understood that certain portions of the Project Lands, from time to time, be set aside and designated for use as an interior private road system, pedestrian walkways, automobile parking areas and landscaped areas for the common use and benefit of all unit owners or tenants, their mortgagees, and guests, invitees, employees and the Developer in the Project. It is the intention of this Declaration that the portions of the common elements of this Condominium which must be utilized for the above described purposes be subject to the various easements created by this Declaration and all exhibits attached hereto and that the general reservation herein of said easements would fulfill said intent. However, if the intended creation of any or all of the aforesaid easements should fail by reason of the fact that as at the date hereof there is no grantee in being who has the capacity to take and hold the said easements (such as future unit owners in the Project or Land owners of the Land in Exhibit B hereto, their mortgagees, heirs, successors, personal representatives and assigns) by virtue of the reservation and grants of easements attempted to be made herein, then and in such event, any easement, license or right-of-way, not deemed to be created as aforedescribed shall be considered as having been granted directly to the Association for the purpose of allowing the original party to whom the easement or license or right-of-way was originally granted the benefit of said easement or license or right-of-way.

Any easement, whether heretofore or hereafter created under and pursuant to this Declaration of Condominium shall constitute a covenant running with the land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The unit owners of this Condominium do hereby designate the Developer and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

29. Developer's Tenants. It is understood and agreed by all parties hereto and all unit owners that certain units may be occupied by tenants of the Developer under lease agreements heretofore or hereinafter consummated and agreed upon. That any such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements and to use and enjoy on a non-exclusive basis all common elements of the Condominium and the Recreational facilities under the Land Use Agreement without any cost or expense except as may be provided under their lease agreement with the Developer.

30. Invalidation and Operation. Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a condominium parcel, whether by judgment, court order, or statute, shall in nowise affect any of the other provisions, which shall remain in full force and effect.

OFF REC. 6152 PAGE 622

In the event that any court shall hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

31. Approval and Ratification. Condominium Association, by its execution of this Declaration of Condominium, approves and ratifies all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto. The Condominium unit owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium unit, and other parties by virtue of their occupancy of units, hereby approve and ratify all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto.

32. Reservation of Exclusive Right to Install, Provide and Maintain Pay Television in the Condominium Property and Recreational Facilities. Developer anticipates that certain systems may be developed, including, but not limited to, Community Antenna Television, which will permit the transmission of a pay television picture to the Condominium units of this Condominium and to the recreational areas. The Condominium Association and each unit owner in this Condominium do hereby give and grant unto the Developer and the Developer does hereby reserve unto itself for a thirty-five (35) year term, commencing with the date hereof, the exclusive right and privilege to install, provide and maintain any or all present or future systems which are or may be developed for the purpose of transmitting a pay television picture into the Condominium units of this Condominium which desire such service and into the improvements of the recreational areas. Developer does further reserve such easements over, under, across and through the Condominium property and for cables and other equipment as may be reasonably necessary to provide the transmission of a pay television picture to the Condominium and recreational areas. Developer further reserves the unrestricted right to assign, transfer and convey the exclusive right, privilege and easement herein reserved. For the term of this reservation, the Condominium Association charged with the management of this Condominium and each unit owner in this Condominium, his successors and assigns, shall be prohibited from entering into any contract or agreement to provide pay television service with any party other than Developer, or its assigns, which said prohibition shall be enforceable by injunction in a court of appropriate jurisdiction in Broward County, Florida.

33. Warranties. The Developer does not warrant to the Association or the unit owners the construction of, or any part of, the Condominium property, common elements or units, save and except any express written warranties delivered by the Developer in writing to unit owners; and any and all implied warranties, including warranties of merchantability

OFF. REC. 6152 PAGE 623

and fitness for use, are hereby specifically disclaimed. Developer further disclaims any intent to have made any warranty or representation in connection with the condominium documents except as specifically set forth herein, and no person shall rely upon any warranty or representation not so specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed.

34. Execution of Documents Required by City of Plantation or Broward County, Florida. The Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by the City of Plantation or Broward County, Florida. To the extent that said documents require the joinder of any or all property owners in this Condominium each of said owners, by virtue of his acceptance of a Warranty Deed to his Condominium unit, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

35. Land Use Agreement. Pursuant to Florida Statute 711.121, the Association has entered into a Land Use Agreement, referred to as such, with the Developer. Pursuant to the Land Use Agreement the Association has acquired an interest in and to the recreational facilities, lands, and improvements described thereunder including the right to use the same until such time as such recreational facilities, lands, and improvements are conveyed to the Association as provided by the terms thereof. In accordance with Florida Statute 711.121 and the Land Use Agreement, all monies due and to become due under the provisions of the Land Use Agreement for the full term of said Land Use Agreement, and upon the conveyance to the Association of the ownership of the recreational facilities and improvements, and thereafter are declared to be common expenses of the Condominium.

The Developer and the Association, by their execution of this Declaration of Condominium, and each unit owner, by virtue of their taking title to a condominium unit, agree that notwithstanding the fact that the Land Use Agreement is attached to this Declaration of Condominium, and was recorded in the Public Records subsequent or simultaneous to the recording of this Declaration of Condominum, that said Land Use Agreement shall be deemed to have been recorded in the Public Records prior to the recording of this Declaration of Condominium.

Each unit owner agrees to be bound by the terms and conditions of said Land Use Agreement and agrees to make payment to the Association of his share of the monies due, pursuant to and in the amount of proportion, or percentage amount, if

OFF. REC. 6152 PAGE 624

so stated, as specified in the Land Use Agreement and this Declaration of Condominium. It shall be mandatory for each unit owner to make his pro rata payments of the foregoing expenses, as assessed by the condominium association, as part of the common expense, regardless of whether or not said unit owner uses the recreational facilities.

Neither the recreational facilities, lands, and improvements described under the Land Use Agreement nor the Association nor its members' rights thereto shall be deemed a part of the Condominium property of the Condominium created by virtue of this Declaration of Condominium.

The Land Use Agreement will permit each owner or lessee of each unit in the Project to have the right, privilege, access, and use of the recreational facilities thereunder. The Land Use Agreement has been entered into for the use and benefit of all unit owners in this condominium and the lessees or unit owners of all other condominiums or rental type apartment buildings in the Project.

Each unit owner in this Condominium and each unit owner or lessee in all other buildings in the Project shall be entitled to the use and enjoyment of the recreational facilities under said Land Use Agreement, subject to the Rules and Regulations as promulgated by the Association. However, all such Rules and Regulations shall be subject to the approval of the owner under the Land Use Agreement, and the paramount right of Owner to enact, adopt, and amend the same.

In order to secure the faithful performance of the Association's obligation to the Owner under the Land Use Agreement, each unit owner shall pledge and grant a lien upon his full interest in the subject condominium in favor of the said Owner as set forth in said Land Use Agreement, which lien shall be effective only upon the recordation thereof as described in the Land Use Agreement.

The Land Use Agreement may be amended by an instrument in writing, executed by the Owner and the Condominium Association, by and through its Board of Directors, except there shall be no Amendment affecting the Land Use Agreement which would impair the rights of unit owners to the use and enjoyment of the recreational facilities, without the unit owners so affected, and all record owners of Institutional First Mortgagees thereon, joining in the execution of said Amendment. The aforesaid Amendment shall be duly recorded in the Public Records of Broward County, Florida, and the recording of said Amendment shall constitute an Amendment to this Declaration of Condominium as to the provisions herein relative to said Land Use Agreement. Where the Developer continues to hold title to Condominium units in this Condominium at the time of a proposed Amendment as set forth in this paragraph, the approval of the Developer shall be required. No Amendment, as set forth in this paragraph, shall change the

OFF. REC. 6152 PAGE 625

provisions of the Land Use Agreement or this Declaration with respect to Institutional First Mortgagees. The Board of Directors of the Condominium Association are empowered and authorized, without the approval of the unit owners, to amend the Land Use Agreement and this Declaration as contemplated in this paragraph. This paragraph is paramount to and supersedes paragraph 23 of this Declaration as to the matters set forth in this paragraph.

It is specifically recognized that the Owner under the Land Use Agreement may control the original Board of Directors and officers of the Association and that such circumstances shall not, and cannot, be construed or considered as a breach of his duties to the Association nor as possible grounds to invalidate such Land Use Agreement in whole or in part.

Whenever any of the provisions of the Land Use Agreement shall be in conflict with the provisions of this Declaration, then the provisions of the Land Use Agreement shall be controlling.

Each unit owner, his heirs, personal representatives, successors, and assigns, shall be bound by said Land Use Agreement to the same extent and effect as if he had executed said Land Use Agreement for the purpose therein expressed, including but not limited to:

(a) Adopting, ratifying, confirming and consenting to the execution of the Land Use Agreement by the Association;

(b) Covenanting and promising to perform each and every of the covenants, promises, and undertakings to be performed by unit owners in the cases provided therefor in said Land Use Agreement;

(c) Ratifying, confirming, and approving each and every provision of said Land Use Agreement and acknowledging that all of the terms and provisions thereof, are reasonable;

(d) Agreeing that the persons acting as directors and officers of the Association in the acquisition of such interest under the Land Use Agreement have not breached any of their duties or obligations to the Association;

(e) Subjecting all of his right, title and interest in his Condominium parcel and tangible personal property therein to the lien rights granted to the Owner under the said Land Use Agreement.

OFF. REC. 6152 PAGE 626

36. Developer's Right to Continue Construction. Developer reserves the inalienable right to complete the construction of the Project, each phase and recreational areas for the Project, notwithstanding that a unit owner has closed title to his individual unit.

37. Notices. Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by certified mail, return receipt requested, at their place of residence in the condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by certified mail, return receipt requested, at the primary office of the Association at 6625 West Broward Boulevard, Plantation, Florida 33314. Notices to the Developer shall be delivered by certified mail, return receipt requested, at 6625 West Broward Boulevard, Plantation, Florida 33314. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

38. Interpretation. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to wit: Chapter 711 of the Florida Statutes, as amended.

IN WITNESS WHEREOF, the Developer, PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, has caused these presents to be signed in its name by its President and its corporate seal affixed, and attested by its Secretary, this 27th day of March, 1975, at North Miami Beach, Dade County, Florida.

Witness:

PLANTATION CLUB DEVELOPMENT CORP.
a Florida corporation

By _____ [Seal]
President

Attest:

_____
Secretary

OFF. REC. 6152 PAGE 627

FOR GOOD AND VALUABLE CONSIDERATIONS, receipt of which is hereby acknowledged, PLANTATION CLUB ASSOCIATION, INC., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, PLANTATION CLUB ASSOCIATION, INC. has this 27th day of March, 1975, caused these presents to be signed in its name by its President and its corporate seal affixed and attested by its Secretary, at North Miami Beach, Dade County, Florida.

PLANTATION CLUB ASSOCIATION, INC.
a Florida Non-Profit Corporation

Witnesses:

By _____ [Seal]
President

Attest:

_____
Secretary

STATE OF FLORIDA)
: ss.:
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 RICHARD J. BLOCK and BERNARD SULTAN, well known to me to be the President and Secretary, respectively, of PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, and that they severally acknowledged executing same in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in them by PLANTATION CLUB DEVELOPMENT CORP., and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 27th day of March, 1975.

_____
Notary Public, State of Florida
at large

My commission expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY, 18, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

OFF. REC. 6152 PAGE 623

STATE OF FLORIDA)
: ss.:
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 RICHARD J. BLOCK and BERNARD SULTAN, well known to me to be the President and Secretary, respectively of PLANTATION CLUB ASSOCIATION, INC., a Florida non-profit corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under the authority duly vested in them by PLANTATION CLUB ASSOCIATION, INC., and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 27th day of March, 1975.

Notary Public, State of Florida
at Large

My commission expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY, 18, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

OFF. REC. 6152 PAGE 629

EXHIBIT "A"

TO THE DECLARATION OF

PLANTATION CLUB B

A CONDOMINIUM

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY: A portion of Lot 1, "PLANTATION CLUB", according to the plat thereof as recorded in Plat Book 80 at page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1; thence run S6°00'00"E, 143.90 feet along the West line of said Lot 1; thence run N84°00'00"E 70.00 feet; thence run S6°00'00"E 4.00 feet; thence run N84°00'00"E 31.00feet; thence run S6°00'00"E, 131.00 feet; thence run N84°00'00"E 41.00 feet; thence run N39°00'00"E, 75.00 feet; thence run North 24.00 feet; thence run East 46.00 feet; thence run North 33.00 feet; thence run East 159.52 feet; thence run N45°00'00"E 57.00 feet; thence run North 41.94 feet; thence run East 10.10 feet; thence run North 30.00 feet; thence run East 6.00 feet; thence run North 35.00 feet to a point on the North line of said Lot 1; thence run West 479.50 feet along the North line of said Lot 1 to the Point of Beginning.

OFF. REC. 6152 PAGE 630

EXHIBIT "B"

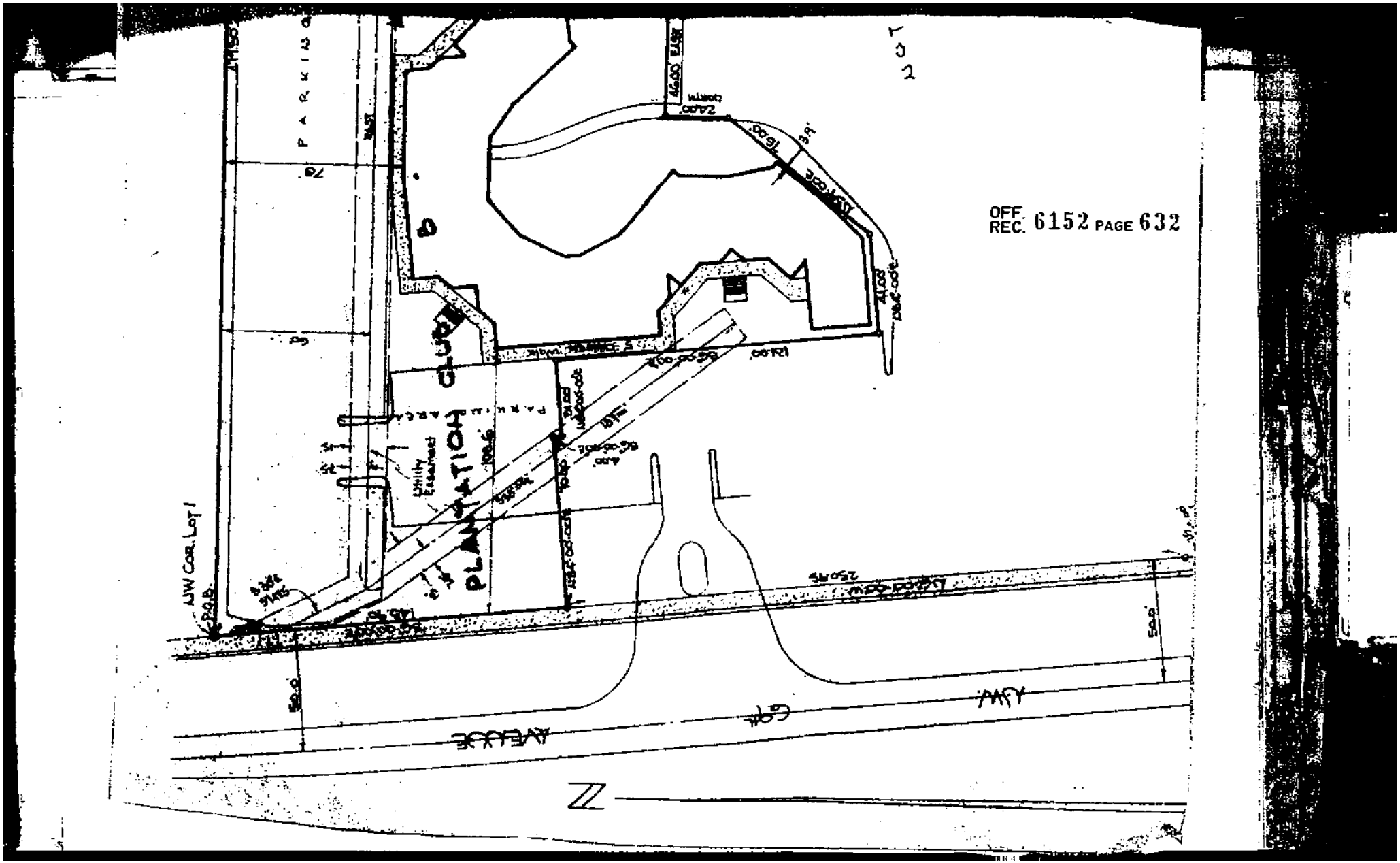
TO THE DECLARATION OF

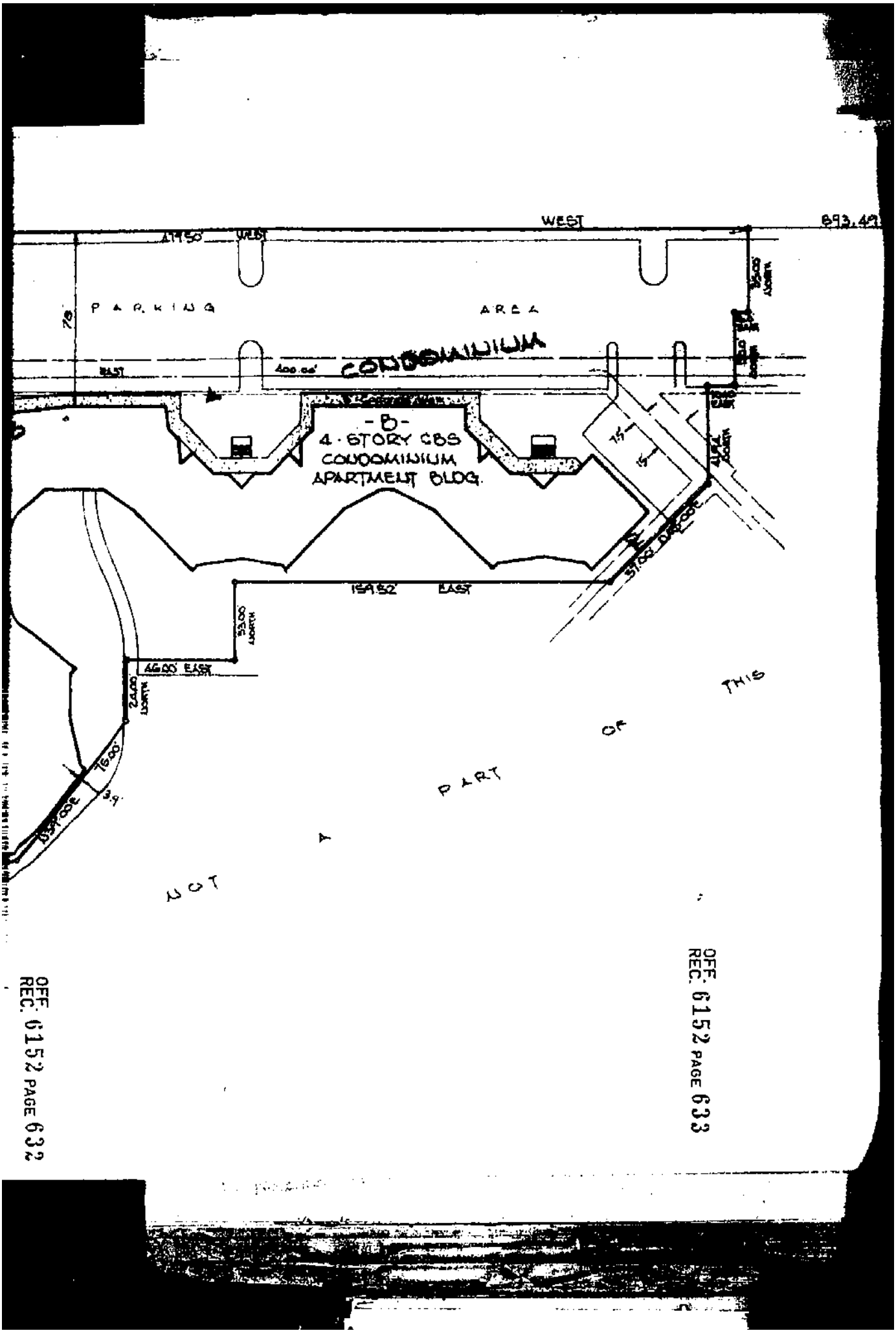
PLANTATION CLUB B

A Condominium

(Same being a Survey of the land submitted to Condominium ownership hereunder [the foregoing land is described in Exhibit A to this Declaration], together with a graphic description of the improvements now located upon said lands and a Plot Plan thereof which together with the Declaration to which this is attached, identifies the Common Elements and each Condominium Unit and their relative locations and approximate dimensions.)

OFF. REC. 6152 PAGE 631


OFF. REC. 6152 PAGE 632
CLUB
PLANTATION
PARKING
AVENUE
AVENUE
NW Cor. Lot 1



OFF. REC. 6152 PAGE 632

OFF. REC. 6152 PAGE 633

893.49'

SURVEY

THIS

OFF. REC. 6152 PAGE 633

OFF. REC. 6152 PAGE 634

PLANTATION

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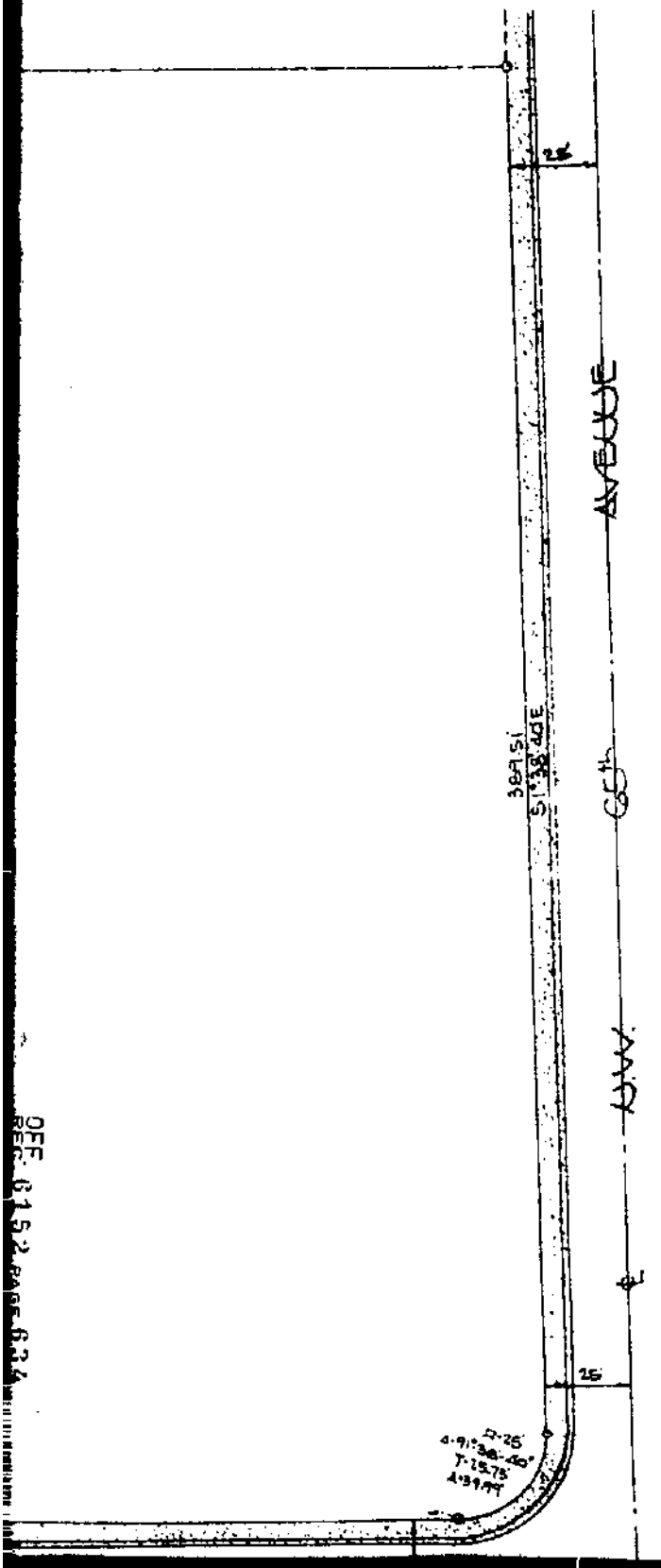
DESCRIPTION OF PLANTATION CLU

A portion of Lot 1, "PLANTATION CLU
Page 15 of the Public Records of Broward

Beginning at the Northwest corner
West line of said Lot 1; thence run
thence run N84°00'00"E, 31.00 feet
41.00 feet; thence run N39°00'00"E
feet; thence run North, 33.00 feet; the
feet; thence run North 41.94 feet; the
run East 6.00 feet; thence run Nort
thence run West, 479.50 feet along



NOTES:

(A) Each condominium unit is composed

(B) Each condominium unit shall have as
floor and perimeter walls. All bearing wall
common area up to the finished surfaces

(C) All lands and all portions of the build
of a condominium unit are parts of the

(D) Common elements mean the portion
unit, but shall include easements throu
telephone lines and other facilities for t

(E) All dimensions shown in the individu

(F) The attached plat of "Plantation Club
Condominium, submitted by the under
described, and who hereby creates the
of Florida, Acts of 1963." The Condomi

OFF. REC. 6152 PAGE 635

OFF. REC. 6152 PAGE 634

ION CLUB B, A CONDOMINIUM

PREPARED BY

DONALD P. RAMSAY

REGISTERED LAND SURVEYOR № 1208

HIALEAH FLORIDA

UTATION CLUB B, A CONDOMINIUM

TATION CLUB" according to the plat thereof as recorded in Plat Book 80, at
ds of Broward County, Florida, being more particularly described as follows:
rthwest corner of said Lot 1; thence run S0°-00'-00"E, 143.90 feet along the
1; thence run N84°-00'-00"E 70.00 feet; thence run S6°-00'-00"E, 4.00 feet;
00"E, 31.00 feet; thence run S6°-00'-00"E, 131.00 feet; thence run N84°-00'-00"E
n N39°-00'-00"E, 75.00 feet; thence run North 24.00 feet; thence run East, 46.00
, 33.00 feet; thence run East 159.52 feet; thence run N45°-00'-00"E, 57.00
41.94 feet; thence run East 10.10 feet; thence run North 30.00 feet; thence
hence run North 35.00 feet to a point on the North line of said Lot 1;
1.50 feet along the North line of said Lot 1 to the Point of Beginning.

is composed of the apartment and the attached porch or terrace

shall have as its boundary lines the interior finished surfaces of the ceiling,
All bearing walls located within a condominium unit constitute part of the
ished surfaces of said walls.

ns of the building or other improvements not located within the boundaries
e parts of the common elements.

n the portion of the condominium property not included in the condominium
sements through each unit for electric conduits, plumbing, pipes, ducts,
facilities for the furnishing of utility service to each unit and common areas.

the individual units are to the interior finished surfaces.

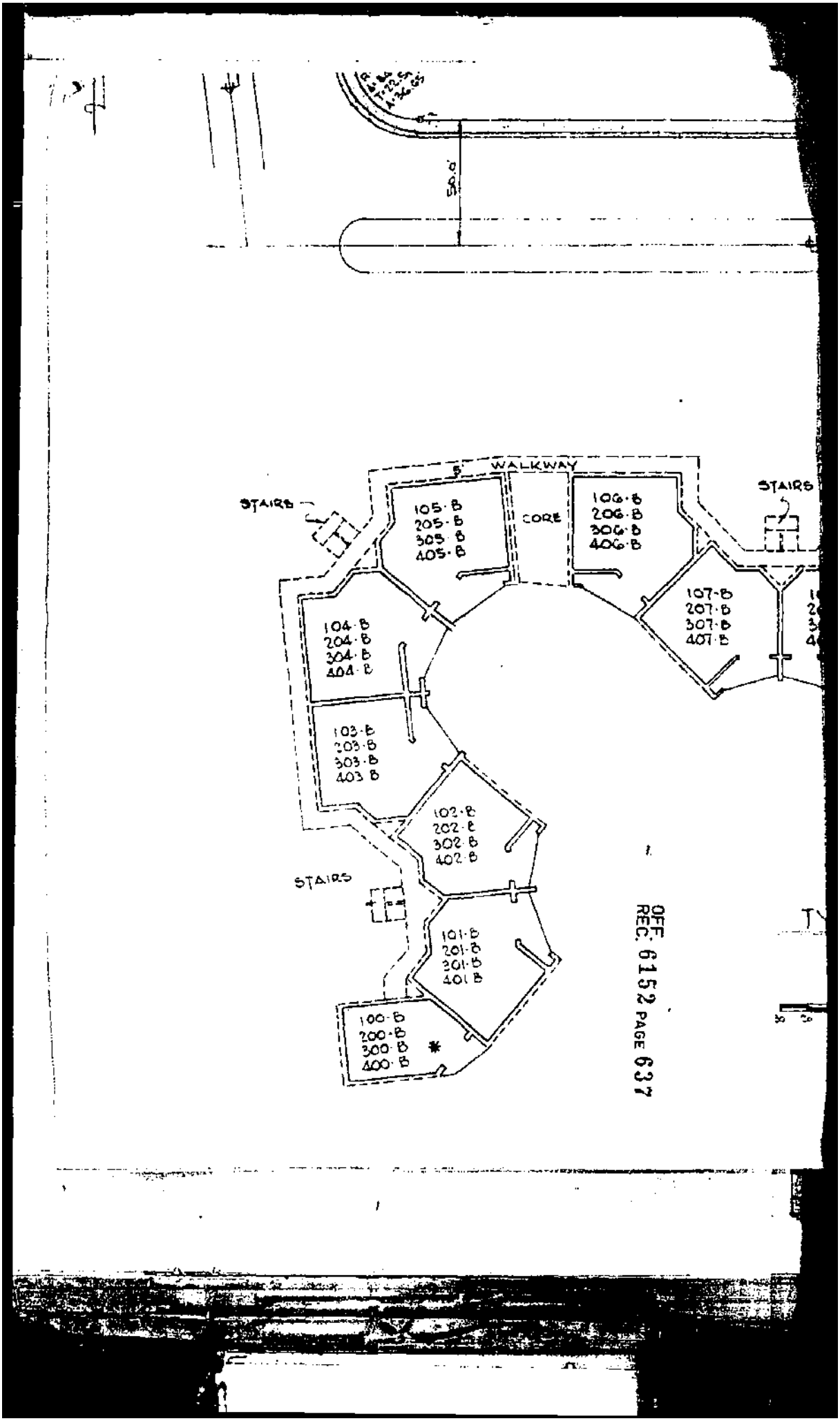
ntation Club B, A Condominium" is Exhibit "B" to the Declaration of
by the undersigned, who has title of record to the real property herein
creates the same as provided for by Chapter 63.35, Laws of the State
The Condominium Act", as amended.

Plantation Club Development Corp.

BY _____

OFF. REC. 6152 PAGE 636

635



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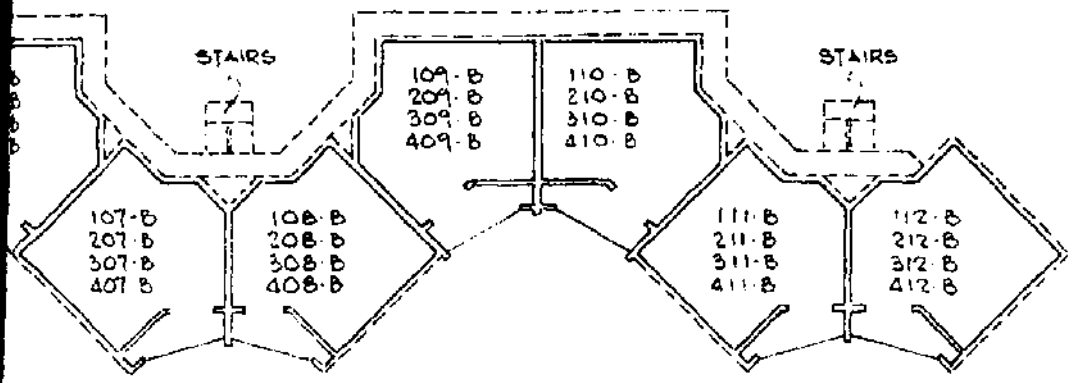
WEST

WEST BOUND LANE

WEST BROM

Graphic Scale

SCALE 1" = 40'



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2. APT L
3
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42.98
34.86
34.36
26.24
25.74
17.62
17.12
9.00

APA

NOTE

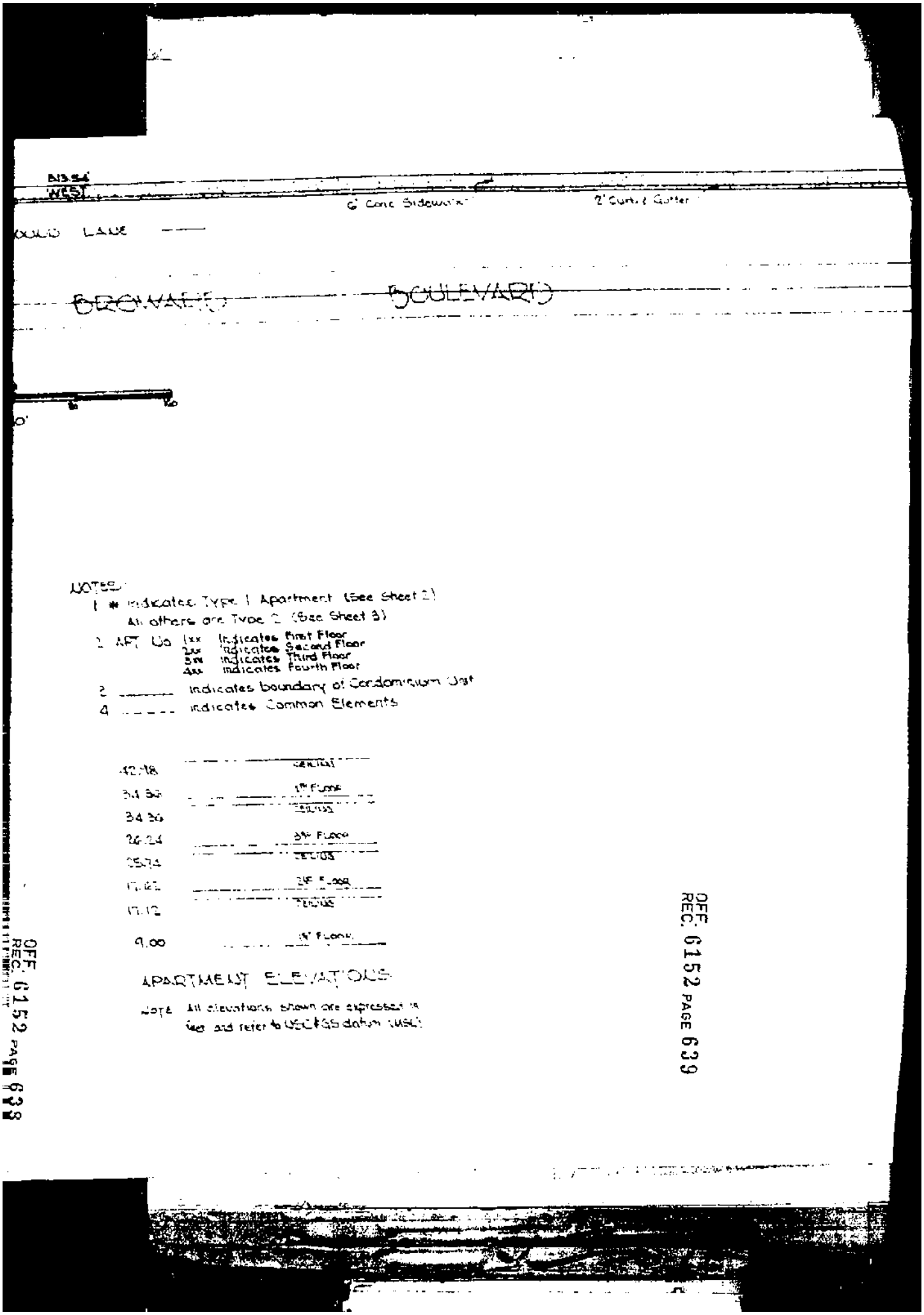
TYPICAL FLOOR PLAN

Graphic Scale

SCALE 1" = 20'

OFF. REC. 6152 PAGE 637

OFF. REC. 6152 PAGE 639



OFF. REC. 6152 PAGE 638

OFF. REC. 6152 PAGE 639

I HEREBY CERTIFY:

That the plan of "Plantation Club E
the best of my knowledge of the improveme
AND:
that the undersigned who is a surveyor au
that the survey and floor plan, fo
is a correct representation of the improveme
described is sufficiently complete, and th
dimensions of the common elements, and

OFF. REC. 6152 PAGE 639

OFF. REC. 6152 PAGE 640

Plantation Club Development Corp.

By Richard J. Clark President

plan of "Plantation Club B, A Condominium" is a true and correct representation to
owledge of the improvements, and does constitute a survey of the land:

ned who is a surveyor authorized to practice in the State of Florida hereby certifies
survey and floor plan, together with the wording of the Declaration of Condominium,
entation of the improvements described therein, that construction of the improvements
ficiently complete, and there can be determined therefrom the identity, location, and
common elements, and of each condominium unit.

Don P. Ramsay

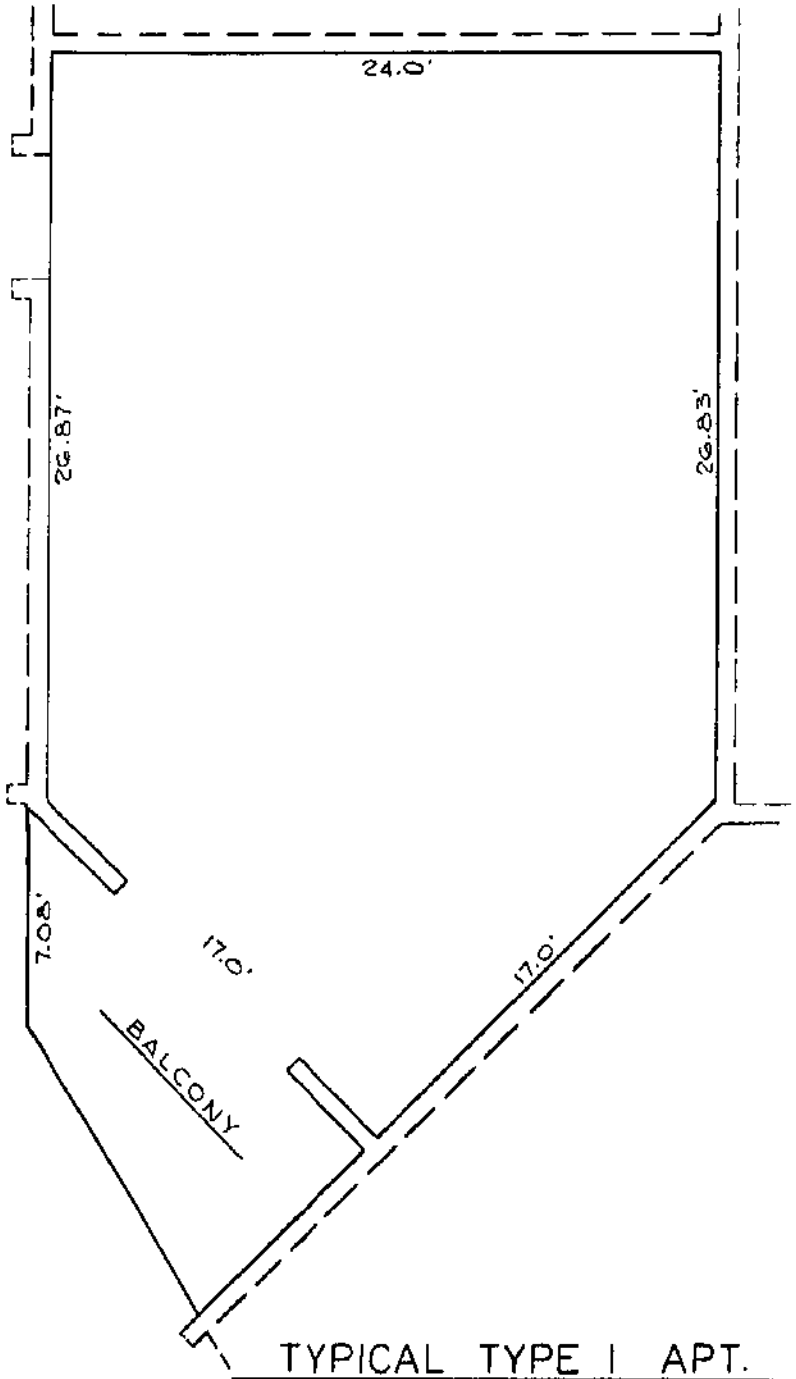
Donald P. Ramsay
Registered Land Surveyor Lic. 1208
State of Florida

Dated: October 28, 1974.
Rev Jan 27, 1975
Rev MAR. 4, 1975

OFF. REC. 6152 PAGE 641

OFF. REC. 6152 PAGE 640

SHEET 1 OF 3 SHEETS



TYPICAL TYPE I APT.

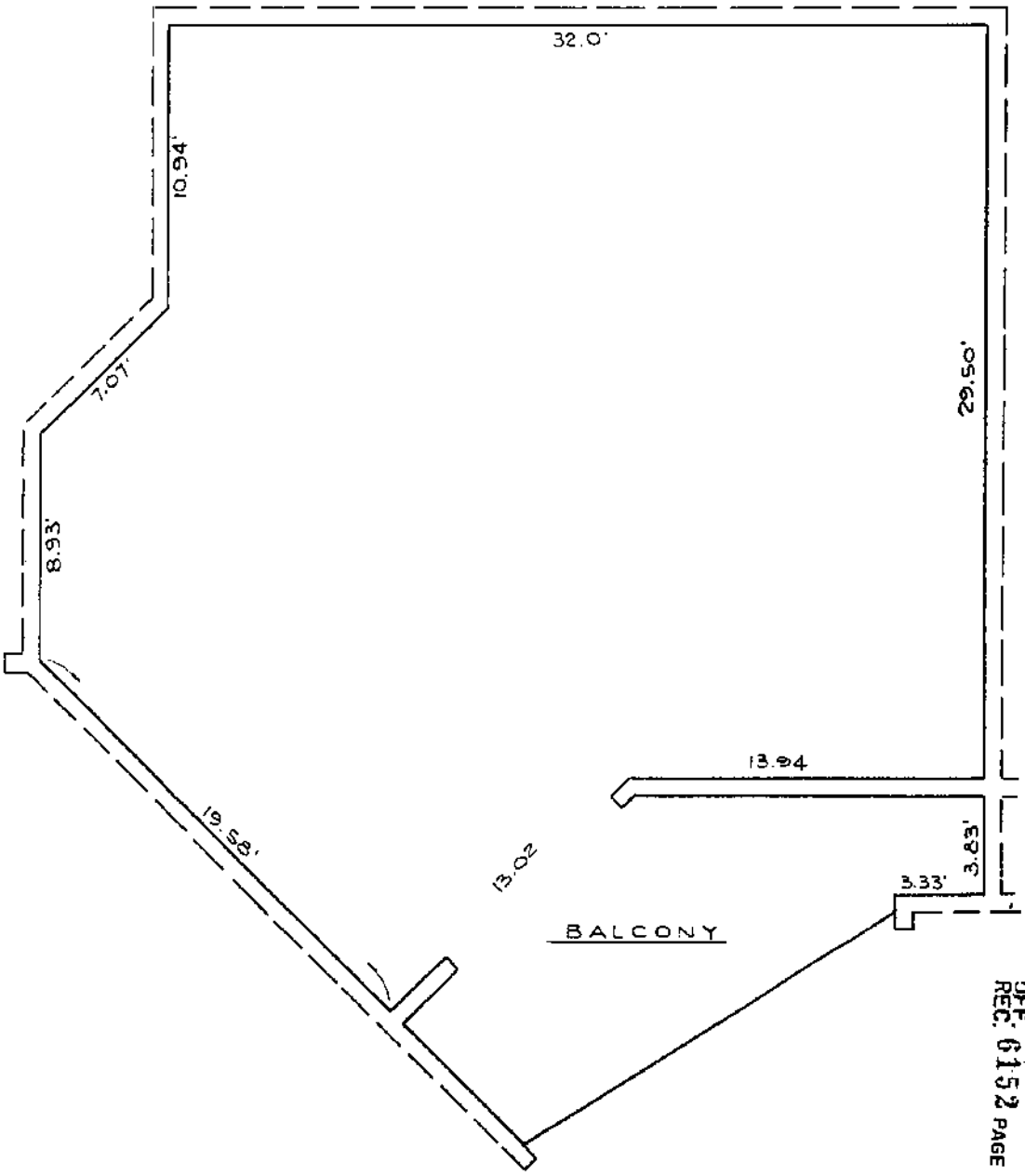
SCALE 1" = 8'

PLANTATION CLUB B', A CONDOMINIUM

DONALD P. RAMSAY
REGISTERED LAND SURVEYOR No. 1208
STATE OF FLORIDA
JAN. 1975

SHEET 2 OF 3

OFF. REC. 6152 PAGE 642



OFF. REC. 6152 PAGE 643

TYPICAL TYPE 2 APT.

SCALE 1" = 5'

PLANTATION CLUB 'B', A CONDOMINIUM

DONALD P. RAMSAY
REGISTERED LAND SURVEYOR No. 1208
STATE OF FLORIDA
JAN. 1975

SHEET 3 OF 3

EXHIBIT "C"

TO THE DECLARATION OF

PLANTATION CLUB B

A CONDOMINIUM

UNIT NUMBER	PERCENTAGE
100-B	1.36
101-B	1.97
102-B	1.97
103-B	1.97
104-B	1.97
105-B	1.97
106-B	1.97
107-B	1.97
108-B	1.97
109-B	1.97
110-B	1.97
111-B	1.97
112-B	1.97
200-B	1.36
201-B	1.97
202-B	1.97
203-B	1.97
204-B	1.97
205-B	1.97
206-B	1.97
207-B	1.97
208-B	1.97
209-B	1.97
210-B	1.97
211-B	1.97
212-B	1.97
300-B	1.36
301-B	1.97
302-B	1.97
303-B	1.97
304-B	1.97
305-B	1.97
306-B	1.97
307-B	1.97
308-B	1.97
309-B	1.97
310-B	1.97
311-B	1.97
312-B	1.97
400-B	1.36
401-B	1.97
402-B	1.97
403-B	1.97
404-B	1.97
405-B	1.97
406-B	1.97
407-B	1.97
408-B	1.97
409-B	1.97
410-B	1.97
411-B	1.97
412-B	1.97

OFF. REC. 6152 PAGE 644

EXHIBIT "D"

TO THE DECLARATION OF

PLANTATION CLUB B

A CONDOMINIUM

BEING THE BY-LAWS OF

PLANTATION CLUB ASSOCIATION, INC.

OFF. REC. 6152 PAGE 645

BY-LAWS

- of -

PLANTATION CLUB ASSOCIATION, INC.

A Florida no-stock, non- profit

Membership Corporation

ARTICLE I

GENERAL

Section 1. The Name: The name of the corporation shall be PLANTATION CLUB ASSOCIATION, INC., hereinafter referred to as "the Association".

Section 2. Principal Office: The principal office of the corporation shall be at 6625 West Broward Boulevard, Plantation, Florida, 33314, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Identity: That in addition to the within By-Laws being the By-Laws of the Association, these By-Laws are established pursuant to the Florida Condominium Act, Chapter 711, Florida Statutes, 1963, as amended, for the purpose of administering, operating, and managing all condominiums submitted to condominium ownership within PLANTATION CLUB Project hereinafter referred to as Complex or Project.

Section 4. Definition: As used herein, the term "corporation" shall be the equivalent of "association", and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of PLANTATION CLUB A, a Condominium.

ARTICLE II

DIRECTORS

Section 1. Number and Term: The number of directors which shall constitute the whole board shall not be less than three (3) nor more than nine (9). 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.

OFF. REC. 6152 PAGE 646

Section 2. Representation: After the initial Board of Directors within the limits above specified the number of directors shall be determined as follows:

A. Upon the first election of directors, three (3) directors at large shall be elected plus a number equal to the total number of condominiums in existence at that time which were created under a recorded Declaration of Condominium and for which this association is designated as the entity responsible for their operation so that in addition to the three (3) directors elected at large each condominium as described above will have at least one representative on the Board of Directors (which representatives will hereinafter be referred to as resident directors).

B. Resident directors shall be elected solely by the members of each condominium who are the only members entitled to vote for their respective resident director.

C. Directors at large shall be elected by the membership of the Association at large.

D. Each member of the Board of Directors shall have equal powers, rights and obligations without regard as to whether or not they were elected at large or by a separate class.

E. After the first election of directors at each election thereafter the number of directors to be elected will be the same as the preceding number of directors plus one resident director for any additional condominium for which the Association was designated as the entity responsible for its operation which is created in the interim between elections.

OFF. REC. 6152 PAGE 647

Proviso:

Notwithstanding anything to the contrary set forth herein, the first election of directors shall not be held until one hundred and twenty (120) days subsequent to the date on which PLANTATION CLUB DEVELOPMENT CORP., hereinafter called "the Developer", has closed the sales of two hundred (200) condominium units in PLANTATION CLUB Project, or until the Developer voluntarily elects to terminate its control of the Association or until December 31, 1977, whichever of such events shall first occur, and until that time the original directors of the corporation, all of whom are controlled by the Developer, shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer.

Section 3. Vacancy and Replacement. If the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office, or otherwise, a 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 4. Removal. Directors, other than the first Board of Directors, may be removed for cause by an affirmative vote of a majority of the members. No director shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever, except for the first or initial Board of Directors.

Section 5. First Board of Directors. The first Board of Directors shall consist of RICHARD J. BLOCK, BERNARD SULTAN and MORRIE COURTNEY, who shall hold office and shall reasonably exercise all powers of the Board of Directors until the first election of directors, anything herein to the contrary notwithstanding; provided that any and all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 6. Powers. The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include but not be limited to, the following items:

A. To make and collect assessments and establish the time within which payment of same are due;

B. To use and expend the assessments collected, to maintain, care for, and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for, and preserved by the unit owners;

OFF. REC. 6152 PAGE 643

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

D. To enter into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation;

E. To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable;

F. To collect delinquent assessments by suit or otherwise, abate nuisances, and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration; to employ, contract with, retain and pay attorneys and accountants in connection with the business of the corporation.

G. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or an apartment house manager who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building. To employ workmen, janitors and gardeners, and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed desirable, and generally, to have the powers of an apartment house manager in connection with the matters hereinbefore set forth;

H. To make reasonable rules and regulations for the occupancy of the condominium parcels;

I. To acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation, or other use and benefit of the unit owners, and to declare expenses in connection therewith to be common expenses; all in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the corporation, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

J. To approve or disapprove proposed purchasers and lessees of condominium parcels in the manner which may be specified in the Declaration of Condominium.

OFF. REC. 6152 PAGE 649

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 meeting of the members, and immediately after the adjournment of same.

B. No notice of a Board of Directors meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual, or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board of Directors shall be required.

C. Special meetings of the Board may be called by the president on five (5) days' notice to each Director. Special meetings shall be called by the secretary and president in a like manner and on like notice on the written request of two (2) 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 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. Order of Business: The order of business at all meetings of the Board shall be as follows:

A. Roll call;
B. Reading of minutes of last meeting;
C. Consideration of communications;
D. Resignations and elections;
E. Reports of officers and employees;
F. Reports of committees;
G. Unfinished business;
H. Original resolutions and new business;
I. Adjournment.

Section 9. Annual Statement: Subsequent to the first election of directors, the Board shall present, not less often than at the annual meetings 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 at the annual meetings.

OFF. REC. 6152 PAGE 650

ARTICLE III

OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be a President, one or more Vice-Presidents, Secretary, Assistant Secretary, and Treasurer; all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation.

Section 2. Appointive Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Election: The Board of Directors at its first meeting after each annual meeting of general members shall elect all officers, none of whom, excepting the President, need be a member of 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.

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 by 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 other officers or agents of the corporation;

Section 6. The Secretary:

A. The secretary shall keep the minutes of the member meetings and of the Board of Directors meetings in one or more books provided for that purpose;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

OFF. REC. 6152 PAGE 651

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each member which shall be furnished to the Secretary by such member;

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Vice President: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 8. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of 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, the Articles of Incorporation and these By-Laws.

B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation;

C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 9. Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful malfeasance or misfeasance 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 interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

OFF. REC. 6152 PAGE 652

Section 10. Vacancies: If the office of any director, or of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term.

Section 11. Resignations: Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. There shall be no stock certificates issued by this corporation. Membership in the corporation shall be limited to the owner of the condominium unit, who shall automatically become a member of said corporation, and said membership shall be an incident of ownership and not separately transferable.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. Transferor, in such instance, shall automatically no longer be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the declaration.

Section 3. Each member shall be entitled to one (1) vote (for each unit which he, she or it owns) in the management of the corporation and, as to the election of directors, shall be entitled to vote as provided for in the Articles of Incorporation. No person will be entitled to vote who is not current with his obligations to the Association.

Section 4. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the corporation, subject to the procedures set forth in the Declaration and these By-Laws.

OFF. REC. 6152 PAGE 653

Section 5. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the corporation, or such other place as may be stated in the notice.

Section 2. Annual Meeting: Regular annual meetings subsequent to the first election of directors shall be held on the second Thursday of February of each succeeding year, at 8:00 P. M., E.S.T., at the office of the Association or such other place as may be stated in the notice, if not a legal holiday; and if a legal holiday, then on the next secular day following.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by 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 office of the corporation and shall be open to examination by any member throughout such time.

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 shall be called by the president or secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of one-third (1/3) of the members. Such request shall state the purpose or purposes of the proposed meeting;

B. Notwithstanding the foregoing, there can be no special meetings of members prior to the first election of directors unless a majority of the first Board of Directors requests same;

OFF. REC. 6152 PAGE 654

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 4. Quorum: Fifty-One percent (51%) 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, 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 time, 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 5. 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 a written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the Florida Statutes, by the Declaration, the Certificate of Incorporation, 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 6. 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 subsequent adjourned meetings thereof.

Section 7. Waiver and consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes or 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 of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 8. Order of Business: The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

(a) Calling of the roll and certifying of proxies;
(b) Proof of Notice of Meeting or Waiver of Notice;
(c) Reading and disposal of any unapproved minutes;
(d) Reports of Officers;
(e) Reports of committees;
(f) Election of directors;
(g) Unfinished business;
(h) New Business;
(i) Adjournment;

OFF. REC. 6152 PAGE 655

Section 9. Proviso: Provided, however, that until the Developer of the Condominium has completed and sold 200 of the condominium units in the PLANTATION CLUB Project, or until December 31, 1977, or until the Developer elects to terminate its control of the Association, whichever shall first occur, there shall be no meeting of members of the Association unless a meeting is called by the Board of Directors of the Association.

Section 10. Parliamentary Rules: Roberts Rules of Order (latest edition), shall govern the conduct of the Association meetings when not in conflict with the Condiminium Act, Declaration of Condominium, or these By-Laws.

ARTICLE VI

NOTICES

Section 1. Definition: Whenever under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, 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 post-paid, sealed wrapper, addressed as appears on the books of the corporation.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, 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. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the corporation.

Section 2. Accounts: The funds and expenditures of the Association shall be credited and charged in accordance with and pursuant to the Declarations of Condominium of Condominiums within PLANTATION CLUB Project.

Section 3. Acceleration of Assessment Installments Upon Default: If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after the delivery of or the mailing of such notice to the unit owner.

OFF. REC. 6152 PAGE 656

Section 4. The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

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 "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX

RULES AND REGULATIONS

Section 1. As to Common Elements: The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. The Board of Directors shall from time to time post in a conspicuous place on the condominium property, a copy of the rules and regulations adopted from time to time by the Board of Directors.

Section 2. As to Condominium Units: The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property.

Section 3. Building Rules and Regulations: The building rules and regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said building rules and regulations are as follows:

OFF. REC. 6152 PAGE 657

A. The condominium units shall be used only for residential purposes.

B. Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property;

C. The use of the condominium units shall be consistent with the existing law, these restrictions, and so long as such use does not constitute a nuisance;

D. Condominium units may not be used for business use or for any commercial use whatsoever.

E. Children who are the guests of residents shall not be permitted to play in the walks, corridors, elevators, stairways of any condominium building or in any form or fashion disturb the quiet enjoyment of owners.

F. Common elements shall not be obstructed, littered, defaced or misused in any manner.

G. No structural changes or alterations shall be made in any unit, or to any of the common elements, except upon approval of the Board of Directors or as provided in the Declaration of Condominium.

H. All of the restrictions, limitations and obligations of members as provided in the Declaration of Condominium are incorporated herein by reference but not by way of limitation.

I. The Owner shall not cause or permit anything to be hung or displayed on the outside of windows of placed on the outside of walls of a building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, or any part thereof except upon the approval of the Board of Directors or unless same is provided in the Declaration of Condominium. The owner shall not erect or cause to be erected any outdoor clothes lines.

J. No cooking shall be permitted on any balcony or terrace of a unit.

K. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common elements and/or terraces and/or in any part of the exterior of the building. The common walks and common elements shall be kept free and clear of rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner.

OFF. REC. 6152 PAGE 653

L. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common elements except that baby carriages, bicycles or other personal property may be stored in a common storage area designated for the purpose, and recreational areas may be used for their intended purpose.

M. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property or in any condominium parcel, nor shall any "Sold" or "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the property or in any condominium parcel therein. The right is reserved by the Developer to place "Sold", "For Rent" or "For Sale" signs on any unsold or sold or unoccupied condominium parcels and the right is hereby given to any mortgagee, who may become the owner of any condominium parcel to place such signs on any condominium parcel owned by such mortgagee.

N. Upon acquiring his interest in and to the condominium parcel, each owner will be assigned a parking space in accordance with the Declaration of Condominium.

O. Complaints regarding the service of the condominium shall be made in writing to the Board of Directors.

P. No shades, roll-down shades, roll-up shades, awnings, or covers of any types shall be placed or cover any screen of a terrace, except as specifically authorized in writing by the Board of Directors.

Q. Unit Owners, residents, their families, guests, servants, employees, agents, visitors, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof, into elevator shafts, elevator equipment rooms, or power rooms of any building.

R. There shall not be kept in any unit any inflammable, combustible, or explosive fluid, material, chemical or substance except for normal household use.

S. The use of all recreational facilities shall at all times be subject to such rules and regulations as the Board of Directors may establish.

T. Payments of monthly assessments shall be made at the main administrative offices or at such other places as may be designated from time to time. Payments made in the form of checks, shall be made to the order of PLANTATION CLUB ASSOCIATION, INC. Payment of regular assessments are due on the first day of each month, and if ten (10) or more days late, are subject to late charges, as provided by the Board of Directors.

OFF. REC. 6152 PAGE 659

U. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to send any of such employees upon private business of such unit owner or resident.

ARTICLE X

DEFAULT

A. In the event an owner of a condominium parcel does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors or manager acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed. The corporation shall be entitled to the appointment of a Receiver if it so requests. The corporation shall have the right to bid-in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the corporation may, through its Board of Directors or manager acting in behalf of the corporation or in its own behalf, bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the corporation against a condominium parcel owner, the losing defendants shall pay the costs thereof, together with a reasonable attorney's fee.

If an action or foreclosure is brought against the owner of a condominium parcel for the non-payment of monies due the corporation and, as a result thereof, the interest of the said owner in and to the condominium parcel is sold, then at the time of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the corporation becomes the owner of a condominium parcel by reason of a foreclosure, it shall offer said unit for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the condominium parcel, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the condominium parcel in question.

OFF. REC. 6152 PAGE 660

B. In the event of violation of the provision of the Declaration of Condominium, corporate charter or restrictions and By-Laws, as the same are now or may hereafter be constituted, the corporation, on its own behalf or by and through its Board of Directors or manager, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it or they may deem appropriate.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorney's fee and court costs.

Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the corporation and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of a condominium parcel to give to the corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XI

REGISTERS

Section 1. The secretary of the corporation shall maintain a register in the corporation office showing the names and addresses of members.

Section 2. Any application for the transfer of a membership or for a conveyance of interest in a condominium parcel or a lease of condominium parcel shall be accompanied by a screening-application fee in the amount of one hundred fifty ($150.00) Dollars to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors.

Section 3. The corporation shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to notify the corporation in writing of the pledge or mortgage. In the event notice of default is given any member, under an application provision of the By-Laws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

OFF. REC. 6152 PAGE 661

ARTICLE XII

SURRENDER

In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire and other casualty excepted, and the corporation shall have the right to re-enter and to repossess the owned unit. The member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Broward County, State of Florida, or the United States of America.

ARTICLE XIII

JOINT OWNERSHIP

A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to only one (1) vote or ballot in the management of the affairs of the corporation in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single membership.

ARTICLE XIV

AMENDMENT OF BY-LAWS

These By-Laws may be amended in the manner set forth in the Declaration of Condominium.

Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any class or group of units unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association, with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Broward County, Florida.

OFF. REC. 6152 PAGE 662

ARTICLE XV

LAND USE RECREATIONAL AGREEMENT

The Association has or will enter into a certain agreement for the benefit of its members and unit owners of each of the condominiums in the Project so that they may use certain recreational facilities, lands and improvements, as is further described in the Declaration of Condominium for each of the condominiums of the Project. There is specifically described in each of the Declarations of Condominium a "Land Use Agreement" by and between the Association, and the Developer, by which the Association has acquired an interest in the Recreational Facilities, lands and improvements described thereunder including the right to use the same before such Recreational Facilities, lands and improvements are conveyed to the Association thereunder. Pursuant to the terms of the aforesaid Land Use Agreement described in the Declarations of Condominium (the "Documents"), it is the obligation of each member of the Association individually or through the Association to pay their pro-rata share of the monies due pursuant to such Documents, which obligation, in certain instances, is further secured by a lien upon each member's and unit owner's condominium unit. The Association therefore shall assess pro-rata payments to be made by each of the unit owners as determined by the Board of Directors of the Association to satisfy the obligations of its members under the Documents as a common expense. The Association shall have the right through its Board of Directors, to establish rules and regulations pertaining to the use of various lands, facilities and improvements under said Documents. Further the Association, by action of its Board of Directors, shall have the right to make any amendments and modifications to said Documents as permitted by the Declaration of Condominium, and shall be authorized and shall take such action through its Board of Directors as necessary to represent the interests of its members and the unit owners in connection with the aforedescribed Documents.

ARTICLE XVI

REAL PROPERTY TAXES

It is anticipated that the taxing authorities in taxing for real property taxes shall tax each condominium unit on a separate and distinct basis by forwarding a separate tax bill to each individual condominium parcel owner for his separate unit. In the event the taxing authorities do not tax individually upon each unit and one tax bill is levied, then and in such event the Condominium upon which such tax bill is levied shall divide the tax bill as a common expense for said Condominium and same shall be paid by the individual condominium parcel owner of the Condominium in percentage proportion to his ownership in the common elements as stated in the subject Declaration of Condominium.

OFF. REC. 6152 PAGE 663

ARTICLE XVII

CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of the Declaration shall prevail.

APPROVED AND DECLARED AS THE BY-LAWS OF PLANTATION CLUB ASSOCIATION, INC.

BY _____ (Seal)
President

Attest: _____ (Seal)

OFF. REC. 6152 PAGE 664

EXHIBIT "E"

TO THE DECLARATION OF

PLANTATION CLUB B

A CONDOMINIUM

BEING THE ARTICLES OF
INCORPORATION OF

PLANTATION CLUB ASSOCIATION, INC.

AND

FIRST AMENDMENT TO THE

ARTICLES OF INCORPORATION OF

PLANTATION CLUB ASSOCIATION, INC.

OFF. REC. 0152 PAGE 665

ARTICLES OF INCORPORATION

OF

PLANTATION CLUB ASSOCIATION, INC.

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes 1963, and do certify as follows:

I
NAME

The name of this corporation shall be PLANTATION CLUB ASSOCIATION, INC. For convenience the corporation shall be herein referred to as "the Association".

II
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1963, as amended, hereinafter called the Condominium Act, for the operation of PLANTATION CLUB, a Condominium, located upon the following lands in Broward County, Florida, to wit:

(Legal description attached hereto as Exhibit A and made a part hereof.)

III
POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, and/or the Condominium Act.

2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time.

IV
MEMBERS

The qualification of members, the manner of their admission to membership, the termination of such membership and voting by

OFF. REC. 6152 PAGE 666

members shall be as follows:

1. The record owners of all condominium parcels in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for the subscribers hereto.

2. Membership shall be established by the acquisition of ownership of fee title to or fee interest in a condominium parcel in the Condominium, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Broward County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

3. The share of a member in the funds and assets of the Association, in its common elements and its common surplus, and membership in this Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the unit in his condominium.

4. On all matters upon which the membership shall be entitled to vote, there shall be one vote for each condominium parcel, which vote may be exercised or cast in such manner as may be provided in the By-Laws of the Association. Any person or entity owning more than one apartment shall be entitled to one vote for each apartment he owns.

V
TERM

The term for which this Association is to exist shall be perpetual.

VI
SUBSCRIBERS

The names and residences of the subscribers of these Articles of Incorporation are as follows:

Name	Address
RICHARD J. BLOCK	7000 West 12th Avenue Hialeah, Florida 33012
BERNARD SULTAN	7000 West 12th Avenue Hialeah, Florida 33012
MORRIE COURTNEY	7000 West 12th Avenue Hialeah, Florida 33012

OFF. REC. 0152 PAGE 667

VII
BOARD OF DIRECTORS

The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of three directors. The members of the first Board of Directors need not be members of the Association.

Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Notwithstanding the foregoing, the first election of directors shall not be held until PLANTATION CLUB DEVELOPMENT CORP., hereinafter called "the Developer", has closed the sales of two hundred (200) condominium units upon the real property described above or until Developer voluntarily elects to terminate its control of the Association by virtue of the present first Board of Directors resigning at the same time, all of said Directors being controlled by the Developer, or until December 31, 1977, whichever of such events shall first occur. The directors named in these articles shall serve until the first election of directors, and any vacancies in their number occuring before the first election shall be filled by the remaining directors.

The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Name	Address
RICHARD J. BLOCK	7000 West 12th Avenue Hialeah, Florida 33012
BERNARD SULTAN	7000 West 12th Avenue Hialeah, Florida 33012
MORRIE COURTNEY	7000 West 12th Avenue Hialeah, Florida 33012

VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice-President, Secretary and Treasurer, and if any, the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors.

The Board of Directors shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall, from time to time, determine. The President shall be elected from

OFF. REC. 6152 PAGE 663

among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

The names and addresses of the officers who are to serve until their successors are designated by the Board of Directors are as follows:

President	RICHARD J. BLOCK	7000 West 12th Ave. Hialeah, Florida 33012
Vice President	MORRIE COURTNEY	7000 West 12th Ave. Hialeah, Florida 33012
Secretary/ Treasurer	BERNARD SULTAN	7000 West 12th Ave. Hialeah, Florida 33012

IX
INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurring by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful 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 director or officer may be entitled.

X
ADDRESS

The principal office of the corporation shall be located at 6625 West Broward Boulevard, Plantation, Florida 33314, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

OFF. REC. 6152 PAGE 669

XI
BY-LAWS

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

XII
AMENDMENTS

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

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

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

   a. Such approval must be by not less than 66 2/3% of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire members of the Association; or

   b. By not less than 75% of the votes of the entire membership of the Association.

3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon condominium units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the consent and approval of the Developer so long as it shall own one or more units in the Condominium.

4. A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Broward County, Florida.

OFF. REC. 6152 PAGE 670

IN WITNESS WHEREOF, the subscribers have affixed their signatures this _____day of _____, 1974.

_____
RICHARD J. BLOCK

_____
MORRIE COURTNEY

_____
BERNARD SULTAN

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared RICHARD J. BLOCK, MORRIE COURTNEY and BERNARD SULTAN, who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this _____ day of _____, 1974.

_____
Notary Public, State of Florida at Large

My Commission Expires:

OFF. REC. 6152 PAGE 671

EXHIBIT "A"

TO THE ARTICLES OF

INCORPORATION OF

PLANTATION CLUB ASSOCIATION, INC.

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY:

LOT 1 OF PLANTATION CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 80, AT PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

OFF. REC. 6152 PAGE 672

FIRST AMENDMENT TO THE

ARTICLES OF INCORPORATION OF

PLANTATION CLUB ASSOCIATION, INC.

The undersigned constituting and being all of the Directors, original subscribers, officers and the full membership of PLANTATION CLUB ASSOCIATION, INC., do hereby unanimously amend the original Articles of Incorporation, dated the 5th day of February, 1974, in the following respects:

1) Delete and strike Article II and substitute in lieu thereof the following:

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1963, as amended, hereinafter called the Condominium Act for the operation of any condominiums which may be established and submitted to condominium ownership in PLANTATION CLUB Project (hereinafter referred to as the "Complex" or the "Project") and for the operation of such recreational lands and improvements as may be owned or subject to regulation by the Association, and for such other matters as set forth in the various Declarations of Condominium of the Project. The Project and the condominiums therein and recreational lands will be located upon the real property described as the Project or Complex Land described as follows: (Legal description attached hereto as Exhibit A and made a part hereof).

2) Add to Article IV, subsections 5 and 6 as follows:

5) The membership in the Association shall be divided into classes, with a class of members for each condominium and with each class having the same name identification as the condominium created by the Declaration for example, in PLANTATION CLUB A, the members shall be PLANTATION CLUB A members. The voting rights or limitation of each class shall be set forth in item (6) of this Article.

6) On all matters as to which the membership shall be entitled to vote, whether at large or by class, as hereinafter provided, there shall be only one vote for each unit, which vote shall be exercised in the manner provided by the Declaration of Condominium and the By-Laws. The matters which require the vote of the membership shall be voted on as follows:

A. Matters relating solely to an individual condominium shall be voted on by the class of members owning condominium parcels in that condominium;

OFF. REC. 6152 PAGE 673

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B. Matters relating to more than one individual condominium shall be voted on by the class of members owning condominium parcels in the condominiums involved.

C. Matters relating to or affecting the Association, as a whole, or all of the condominiums, shall be voted on by the membership at large.

The decision as to whether a matter relates to one or more condominiums or to the Association, as a whole, or to all of the Condominiums shall be determined by the Board of Directors, whose decision shall be conclusive; provided however, that no action or resolution which shall require the vote of the membership because of any provision in the Declarations of Condominiums, or in the By-Laws or in Condominium Act, Chapter 711, Florida Statutes, shall be effective with regard to any condominium unless the membership class of that condominium shall have voted on said action or resolution. It should be understood that all condominiums within PLANTATION CLUB Project will be governed under this one Condominium Association; however, the foregoing method of Class Voting under certain circumstances is being employed recognizing that the needs of certain condominiums and their unit owners and members may be unique as to them and not necessarily applicable to the other condominium in the Project.

3) Add on Article XIII as follows:

CONSTRUCTION

All words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of PLANTATION CLUB A, a Condominium.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 19 day of September 1974.

RICHARD J. BLOCK

BERNARD SULTAN

MORRIE COURTNEY

OFF. REC. 6152 PAGE 674

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared RICHARD J. BLOCK, BERNARD SULTAN AND MORRIE COURTNEY, who after being duly sworn, acknowledged that they executed the foregoing First Amendment to the Articles of Incorporation of Plantation Club Association, Inc., for the purposes expressed in such Amendment this 19 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. 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

ACCEPTED AND APPROVED:

PLANTATION CLUB DEVELOPMENT CORP.

RICHARD J. BLOCK, President

BERNARD SULTAN, Secretary

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared RICHARD J. BLOCK, President and BERNARD SULTAN, Secretary of PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, and they severally acknowledged before me that they executed the foregoing instrument as such officers and on behalf of said corporation and were authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at North Miami Beach, Florida, this 19 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. 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

OFF. REC. 6152 PAGE 675

EXHIBIT "F"

TO THE DECLARATION OF

PLANTATION CLUB B

A CONDOMINIUM

BEING THE WARRANTY DEED

OFF. REC. 6152 PAGE 676

WARRANTY DEED

THIS INDENTURE, made this _____day of_____, 197____, between PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, as Grantor, and _____

_____

whose post office address is _____West Broward Boulevard, Apt No._____, Plantation, Florida, 33314, as Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten ($10.00) Dollars, and for other good and valuable considerations in hand paid to Grantor by said Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee the following described real property and rights and interest in real property located and situated in the County of Broward, and State of Florida, to wit:

> Condominium Unit No._____of PLANTATION CLUB _____, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book_____, at Page _____ of the Public Records of Broward County, Florida; together with an undivided share in the common elements appurtenant thereto.

This conveyance is subject to the following:

1. Taxes and assessments for the year 197____and subsequent years.

2. Conditions, restrictions, limitations, dedications and easements of record.

3. Declaration of Condominium of PLANTATION CLUB_____, a Condominium, dated_____, 197___, filed_____, 197___, as shown in Official Records Book _____, at Page_____, Public Records of Broward County, Florida (which includes Exhibits A to F inclusive of said Declaration of Condominium of PLANTATION CLUB _____.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. The Grantor does hereby fully warrant the title to all the premises hereby conveyed, and will defend the same against the lawful claims of all persons whomsoever.

OFF. REC. 6152 PAGE 677

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its officers thereunto duly authorized and its seal affixed, the day and year first above written.

Signed, sealed and delivered in the presence of:

PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation (SEAL)

_____ By_____
President

ATTEST:

_____

_____
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared RICHARD J. BLOCK, President and BERNARD SULTAN, Secretary of PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, and they severally acknowledged before me that they executed the foregoing instrument as such officers and on behalf of said corporation and were authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at North Miami Beach, Florida, this _____day of_____, 197____.

My Commission Expires:

_____

_____
Notary Public, State of Florida at Large

ACKNOWLEDGEMENT AND ACCEPTANCE BY GRANTEE

Grantee, by acceptance and execution of this Deed, acknowledges that this conveyance is subject in every respect to the Declaration of Condominium recorded in Official Records Book_____at Page_____, of the Public Records of Broward County, Florida, and Grantee covenants and agrees to abide by each and every provision of said Declaration of Condominium and all instruments incorporated therein by reference.

Signed, sealed and delivered in the presence of:

_____ _____(SEAL)

_____ _____(SEAL)
Witnesses

OFF REC. 6152 PAGE 673

STATE OF)
) SS.
COUNTY OF)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared_____, to me known to be the person(s) described in and who executed the foregoing instrument as Grantee, and acknowledged before me that __he__ executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at _____, this_____day of _____, 197_____.

_____
My Commission Expires: NOTARY PUBLIC, State of

_____

OFF. REC. 6152 PAGE 679

EXHIBIT "G"

TO THE DECLARATION OF

PLANTATION CLUB B

A CONDOMINIUM

BEING THE LAND USE AGREEMENT OF

PLANTATION CLUB ASSOCIATION, INC.

AND

AMENDMENT TO LAND USE AGREEMENT

OFF. REC. 6152 PAGE 680

LAND USE AGREEMENT
FOR
PLANTATION CLUB

THIS DOCUMENT IS NOT A RECREATIONAL LEASE AGREEMENT OR A LAND LEASE OR A LEASE OF ANY KIND

THIS LAND USE AGREEMENT is made between PLANTATION CLUB DEVELOPMENT CORP., a Florida Corporation (hereinafter referred to as "Developer"), and PLANTATION CLUB ASSOCIATION, INC. a Florida corporation not-for-profit, (hereinafter referred to as the "Association").

The Developer is the owner of certain real property hereinafter described and plans to construct or has constructed thereon certain improvements and amenities which will provide recreational facilities, beautification areas and general enhancements for the use and benefit of the condominium unit owners of PLANTATION CLUB COMPLEX, as hereinafter described.

The Association is the entity responsible for the operation of PLANTATION CLUB COMPLEX and the several condominiums thereof and, therefore, the Association has entered into this Agreement for the benefit of all unit owners of the several condominiums located in PLANTATION CLUB COMPLEX.

NOW, THEREFORE, the parties in consideration of the foregoing premises and of the mutual covenants hereinafter contained hereby agree to perform all of the conditions, covenants and obligations hereinafter set forth.

1-DEFINITIONS

All terms used in this Land Use Agreement shall be defined in accordance with the provisions of Section 711, as amended Florida Statutes, also known as the Condominium Act and the Declaration of Condominium for the PLANTATION CLUB A, a Condominium, and as follows, unless the context otherwise requires:

A. PLANTATION CLUB A, B , C, or D, a Condominium means each condominium of PLANTATION CLUB COMPLEX which will be operated by the Association and which will be established by a Declaration of Condominium.

B. "Condominium Unit", "Unit", or "Apartment" means the part of the condominium property which is subject to private ownership.

C. "Unit Owner" means the owner of a condominium unit, together with an undivided share in the common elements appurtenant thereto.

D. "Common Expenses" mean the expenses which the unit owners are liable to the Association, including the recreation expenses hereunder.

E. "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended.

F. "By-Laws" means the By-Laws of the Association.

G. "Recreation Land" means the real property described on Exhibit A and all improvements now or hereafter located thereon.

H. "Recreation Expenses" means taxes, insurance, maintenance and other expenses generally arising from the ownership of the Recreation Lands described hereunder, which shall be a part of the common expenses to be assessed by the Association against each of the units administered by the Association.

I. "Institutional Mortgagee" means the holder and owner of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank, life insurance company or a Federal or State savings and loan association, or a mortgage or real estate investment trust, or a union pension fund,

OFF REC 6152 PAGE 681

or a mortgage banker, or institutional mortgage broker, or a lender generally recognized in the community as an institutional type lender, or the Developer.

J. "Institutional Mortgage" means a mortgage owned or held by an Institutional Mortgagee.

II-PLAN OF DEVELOPMENT

A. PLANTATION CLUB COMPLEX (hereinafter referred to as "Complex") means and refers to the entire group of condominiums and/or Rental type structures and improvements which the Developer intends to construct upon PLANTATION CLUB COMPLEX Land (hereinafter also described as "Complex Land") which land is more particularly described on Exhibit B which is attached hereto and made a part hereof. It is contemplated that the Complex will contain 200 units, provided, however, the Complex is a projected plan of development only and nothing contained herein shall be construed as making it obligatory upon the Developer to construct said Complex or if constructed, to construct same in accordance with any particular plan of development and in fact, if constructed, the Developer need not submit the structures contained therein to condominium ownership but, in fact, may utilize same as rental type structures. It is understood that any Condominium submitted to Condominium ownership in the Complex shall have as its one governing body PLANTATION CLUB ASSOCIATION, INC., so that all Condominiums within the Complex shall have the same Condominium Association for the benefit, joint rule, maintenance and operation of all the Condominiums within the Project subject to the terms and conditions of the various Declarations filed therefor, and accordingly, such plan of development is deemed to be a multi-phase condominium Project under the laws of the State of Florida.

B. The Developer intends to reserve certain of the Complex lands as Recreation Lands and thereby to construct thereon certain recreation facilities, improvements, and enhancements, said Recreation Land being more particularly described on Exhibit A attached hereto and made a part hereof. Each Condominium, condominium Unit Owner, and other land owner of the Complex, and their invitees, licensees, guests, lessees, successors, and assigns shall have the right to use and benefit from the Recreation Land together with the facilities, personal property and improvements located thereon and, therefore, shall be obligated to pay the Recreation Expenses as provided hereunder and to otherwise be subject to the terms and conditions hereof.

C. The Land Use Agreement shall be one of the Condominium Documents for each PLANTATION CLUB A, B, C, or D Condominium and the Association has entered into this Agreement so as to acquire the possessary and use interests in the Recreation Land for the enjoyment, recreation, and other use and benefit of all unit owners of each such condominium.

D. Because of the unique features of the development of the Complex and the continuing necessity to preserve the Plan of Development therefor, the Developer has set forth Covenants as to the Use of the Recreation Land, which covenants shall run with the Recreation Land and the Complex Land described in Exhibits A and B; which includes such lands as submitted to condominium ownership and the units thereon, which said covenants are set forth in Article III of this document.

E. The Developer shall convey the Recreation Land to the Association, upon the first to occur of the following:

1. When the Developer shall determine the Complex has been completed; or,
2. When the Developer has transferred title to the last unsold unit contained within the Complex; or,

OFF. REC. 6152 PAGE 682

3. At the discretion of the Developer, on or before December 31, 1977, which is the same time period for Developer to relinquish control of the Condominium Association, pursuant to the Declaration of Condominium of PLANTATION CLUB A, a Condominium and its Exhibits thereto.

The conveyance to the Association shall vest fee simple title to the Recreation Land in the Association subject to the covenants herein contained and to the continuing obligation to pay the expenses of the Recreation Land, and subject to the then existing conditions of title including the exceptions contained in the initial condominium deed from the Developer to the various unit owners. The Association whall not subsequent to the receipt of conveyance of title as aforesaid convey the Recreation Land except to the unit owners upon termination of the condominiums as provided in the Declaration of Condominium for each Condominium in the Complex, nor shall the Association mortgage, pledge or lease said Recreation Land without the consent of the Developer.

III-COVENANTS AS TO USE

The Developer and the Association hereby agrees that the following uses, and no other, shall be made of the Recreation Land, to wit:

A. The Recreation Land has or will have certain improvements constructed thereon, including one swimming pool and one whirlpool, recreation building, landscaping and walkways. The Recreation Land shall always be kept and maintained for recreational uses, or beautification and shall not be used for residential, commercial, or industrial construction of any kind. The Association shall impose rules and regulations regulating the use and enjoyment of said land and the maintenance of shrubbery, building, and other improvements located thereon from time to time in conformity with the foregoing purposes, and thereafter may modify, alter, amend, rescind and augment any such rules and regulations as permitted by the By-Laws.

B. The Recreation Land, pool deck and other portions of the Recreation Land may be connected or joined together with or encroaching upon the common elements of the Condominiums in the Complex or the situation may be vice versa, as the case may be. In the event of the foregoing, same is deemed authorized and an easement appurtenant to the extent of any such encroachment shall exist so long as such encroachment shall exist. The Developer, and the Association hereby grants to each other, their heirs, successors and assigns and all third party beneficiaries, including Condominium Unit Owners, their lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominiums or rental apartment buildings in the Complex or Recreation Land.

C. Easements shall exist for utility services in order to adequately serve the Recreation Land and for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores, and other portions of the Recreation Land as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Recreation Land as may from time to time be paved or unpaved and intended for such purposes, and such easements shall be for the use and benefit of the unit owners and tenants of the Complex and their Institutional Mortgagees, the Developer, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Recreational Land except

OFF REC 6152 PAGE 683

to the extent that space may be specifically designated and assigned for parking purposes.

D. In the event that there shall be any dispute as to whether any use henceforth complies with the foregoing restrictions encumbering the Recreation Lands, then the matter shall be referred to the Assocation. A determination rendered by the Association shall be final and binding on all the parties concerned herewith.

E. The Recreation Lands are not for the use and enjoyment of the Public.

IV-RECREATION EXPENSES

The following constitute Recreation Expenses:

A. Taxes

The Association covenants and agrees that it will pay at least thirty (30) days prior to the date of delinquency all and any taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments, impositions, liens for public improvements, special charges, and assessments and, in general, all taxes, tax liens, which may be assessed against the Recreation Land and against any and all Personal Property which is now or hereinafter placed thereon, including all interest, penalties and other charges which may accrue thereon. In the event any of the said taxes or assessments are payable according to their terms in installments, then the Association shall have the right to pay the same as such installments fall due.

B. Liability Insurance

From and after the date of execution of this Agreement, the Association will cause to be written and pay the premiums on a policy or policies of insurance in the form generally known as public liability and/or owners', landlord and tenant policies insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operations and maintenance of the Recreation Land and of the improvements and buildings located thereon, or for any other risk insured against by such policies, each class of which policies shall have been written within limits of not less than One Million Dollars ($1,000,000.00) for damages incurred or claimed by any one person and for not less than Five Million Dollars ($5,000,000.00) for damages incurred by more than one person, and for not less than Twenty-Five Thousand Dollars ($25,000.00) for property damage. All such policies will name the Association and the Developer as their respective interests may appear, as the persons insured by such policy or policies and the original or a true copy of each subject policy shall be delivered to the Association and the Developer. After conveyance to the Association of the Recreation Lands and termination of the Developer's interest therein, the Association may maintain such policies as determined by the Association.

C. Utility Charges

The Association agrees and covenants to pay all charges levied for utilities on the Recreation Land whether they are supplied by a public or private firm, and to pay them monthly or as they come due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer, and any other type of utility, or any other type of service charge.

OFF. REC. 6152 PAGE 684

D. Fire, Windstorm, and Other Casualty Insurance

The Association hereby covenants and agrees to pay the cost of premiums for insurance to keep insured any and all buildings or improvements now located or which may hereafter be built upon or placed upon the Recreation Land, in good and responsible insurance companies authorized to do business in the State of Florida, for protection against loss or damage caused by or resulting from fire, windstorm, or other casualty, in an amount that would be sufficient to prevent co-insurance on the part of the parties provided, however, any standard deductible clause required by insurers for unusual hazards will not be in violation of this covenant against co-insurance. All policies issued and renewals thereof shall be payable in the event of loss jointly to the parties hereto as their respective interests may appear. In the event of the destruction of said building or appurtenances by fire, windstorm, or other casualty, for which insurance money shall be payable, such insurance money shall be paid to the Association who shall open an account with a banking institution doing business in Broward County, Florida, for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, in addition to the insurance proceeds, such additional sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage. In the event of any damage to any building or improvement or the destruction thereof, the Association shall repair or rebuild the same or construct new facilities similar to the old and shall utilize for this purpose insurance monies payable. The Association covenants and agrees that the reconstruction or repair shall be completed within six (6) months from the date proceeds sufficient for this purpose are made available to the Association. If the time of completion should be delayed beyond six (6) months by strikes, walkouts, acts of war or insurrection, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the control of the Assocation or Association's contractor, then the time of completion beyond the said six (6) month period shall be extended for such reasonable time as may be required to effect completion of said construction. Notwithstanding the foregoing, in the event such casualty to the Recreation Land and facilities is a "very substantial" one as defined in the various Declarations of Condominium for the Complex, then the method contained in the said Declaration of Condominium for determining whether or not the Condominium shall be rebuilt shall be applicable to the rebuilding of the Recreation Facilities hereunder if such "very substantial" casualty has also occurred to two or more condominiums in the Complex except such determination shall be made by the general membership of the Association.

E. Maintenance and Repair of Property

The Association shall at its own expense keep and maintain the building, swimming pools, patio area, walkways, gardens, fixtures and improvements which may be at any time situated on the Recreation Land and all appurtenances thereunto belonging or appertaining, including sidewalks and steps in accordance with the original plan for the Complex and in a manner consistent with the Complex development of green areas, that add to the beauty and value of the Complex, and in good and substantial repair and in a clean and sanitary condition, and the Association will use, keep and maintain said premises and improvements thereon, and around such building and one swimming pool and whirlpool, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all federal, state and city governments having jurisdiction thereof, and the Association will protect and indemnify forever save and

OFF REC. 6152 PAGE 685

keep harmless Developer from and against any loss, cost, damages and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants, and stipulations herein contained or occasioned or arising by or out of any accident or injury or damage to any persons whomsoever, or whatsoever happening or occurring in or about or upon the said premises or upon the sidewalks, approaches, and appurtenances adjoining the same or caused by the Association, or any person or persons occupying, holding, or claiming by, through, or under the Association.

F. In addition to the foregoing, the Association shall hire such employees and purchase such equipment and materials as may be needed to provide for management and supervision of the Recreation Land. It is, therefore, anticipated that as part of the Recreation Expenses, there shall be such sums to pay for such labor, equipment, materials and employees.

V-APPORTIONMENT AND COLLECTION OF RECREATION EXPENSES

A. Apportionment

Recreation Expenses shall be paid by the Association from assessments of the members of the Assocation and shall be apportioned between the units in the Condominiums of the Complex operated by the Association as follows:

1. After all of the condominiums planned for the Complex have been submitted to condominium ownership, the Recreation Expenses shall be apportioned and charged to each Unit as follows: The total of the Recreation Expenses shall be multiplied by a fraction, the numerator of which is the number one (1) and the denominator of which is the total number of Units in the Project. The product of such multiplication shall be the share apportioned and charged to each Unit. The determination of whether or not all condominiums in the Project have been submitted to condominium ownership is subject to the right of the Developer described hereinabove to designate and determine that a lesser number of condominiums and/or units, will be located in the Project.

2. Prior to the submission of condominium ownership of all condominiums planned for the Project, Recreation Expenses shall be appointed and charged to each unit in accordance with the following formula:
(i) As to declared Condominiums, the Association shall collect and assess for each declared condominium a sum equal to the Recreation Expenses multiplied by a fraction, the numerator of which is the number of units in the declared condominium and the denominator of which is 200 and the Developer shall be responsible for paying that portion of the Recreation Expenses not paid for by such assessments.
(ii) Notwithstanding the foregoing, in the event the Developer shall at any time determine in accordance with the Declarations of Condominium for the Project that the Project will not contain the contemplated 200 units, then the Developer shall designate the number of said units to be contained in said Project and said number shall be substituted for the number of contemplated units as described in subparagraph (i) directly above, provided, however, in no event shall the Developer have the right to designate the contemplated number of units as being less than the number of units planned for PLANTATION CLUB A & B, that is, 100.

OFF. REC. 6152 PAGE 686

It is understood and agreed that the Complex shall not contain more than 200 units.

B. Payment and collection by Association of Common Expenses

Each Declaration of Condominium in the Complex shall provide that the "Recreation Expenses" are Common Expenses. Accordingly, the Association shall assess and collect the Recreation Expenses due hereunder to the same extent as all of the Common Expenses of each Condominium in the Complex managed by the Association.

In the event, for any reason, the Association shall fail to collect and pay over the Recreation Expense due hereunder while the Developer is the owner of the Recreation Land hereunder, then the Developer shall have the right to collect said expenses from the Association and/or the individual unit owners who shall be jointly and severally liable for payment of said expenses in accordance with the following:

1. Actions at law or equity. The Developer may file an action at law or in equity to collect the sums due hereunder from the Association and/or the unit owners or to otherwise enforce the terms and provisions hereof. In any such action the prevailing side shall be entitled to attorneys' fees and costs.
2. Lien. In order to secure performance of the payment of the Recreation Expenses the Developer shall have a lien upon the condominium property and each unit thereof, including all appurtenances and fixtures thereto, located within the Complex for the payment of all sums due hereunder which lien shall also secure attorney's fees and costs of collection. This lien shall not be effective until the recordation of a claim or affidavit of lien executed by the Developer pursuant to the terms hereof in the Public Records of Broward County, Florida, which describes the property against which said lien is claimed, the name of the record owner thereof, the amount and date when due. Said lien shall at all times be subordinate and inferior to the lien of any Institutional Mortgage filed prior to the recordation of Developer's lien as provided hereunder.

VI-COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES

The Association covenants and agrees that it will, at its own expense, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire, hazard requirements, zoning requirements, setback requirements, and other similar requirements designed to protect the public and which affect the Recreation Land.

VII-LAWFUL USE OF PREMISES

The Association covenants and agrees that it will conform to and observe all ordinances, rules, laws and regulations of Broward County, Florida, State of Florida, and the United States of America, and all public authorities with respect to the Recreation Land or use thereof and will not during such time permit the same to be used for any illegal or immoral purpose, business, or occupation.

OFF REC 6152 PAGE 687

VIII-GENERAL PROVISIONS

A. The covenants contained herein shall run with and bind all of the real property described in Exhibits A and B and shall inure to the benefit of the Developer, the Association and the Owner of any property subject to this Document and their legal representatives, heirs, successors, and assigns for a term of fifty (50) years from the date of this Agreement; after which time the restrictions and covenants contained herein shall be automatically extended for two (2) successive fifty (50) year periods unless an instrument signed by all the persons or entities then owning two thirds (2/3) of all the Apartments subject hereto has been recorded agreeing to terminate said covenants and regulations.

B. The right to modify these regulations and covenants and the terms of the LAND USE AGREEMENT is hereby reserved to the parties signatory hereto provided that any such modification shall be set forth in an instrument executed by these parties and placed among the Public Records of Broward County, Florida. This right of modification is subject to the following, namely that such modifications shall not be inconsistent with the purposes and conditions herein set forth and shall not change the method of assessment or collection of Recreation Expenses in a manner that would be disproportionate to any owner of a unit. Notwithstanding the foregoing, after the conveyance of the Recreation Land and the termination of the Developer's interest therein, the Association may make such further changes, amendments, and modifications, to this Land Use Agreement in the same manner as is permitted for an amendment to the Articles of Incorporation or the By-Laws of the Association as would be voted upon and determined by the entire membership of the Association for the Complex.

C. Invalidation of any one of the provisions, agreements, covenants or undertakings herein contained by judgment, or order of any court shall not affect any other provisions of this LAND USE AGREEMENT which shall remain in full force and effect.

D. Subject to any limitations contained herein, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereunder.

E. Any obligation of the Developer hereunder shall terminate upon the conveyance of the Recreation Land to the Association as provided hereunder.

IN WITNESS WHEREOF, this LAND USE AGREEMENT has been signed by the Developer and the Association this 27th day of September, 1974.

WITNESSES:

PLANTATION CLUB DEVELOPMENT CORP.

BY _____
President

OFF. REC. 6152 PAGE 683

WITNESSES:

PLANTATION CLUB ASSOCIATION, INC.

BY: _____
President

STATE OF FLORIDA)
SS:
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 RICHARD J. BLOCK well-known to me to be the PRESIDENT of the Plantation Club Development Corp., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said Corporation.

WITNESS my hand and official Seal in the County and State last aforesaid this 27th day of September, 1974.

NOTARY PUBLIC, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES [illegible] 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

STATE OF FLORIDA)
SS:
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 RICHARD J. BLOCK well-known to me to be the PRESIDENT of the Plantation Club Association, Inc., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said Corporation.

WITNESS my hand and official Seal in the County and State last aforesaid this 27th day of September, 1974.

NOTARY PUBLIC, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES [illegible] 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

OFF REC 6152 PAGE 689

EXHIBIT "A"

TO THE LAND USE AGREEMENT

FOR

PLANTATION CLUB PROJECT

LEGAL DESCRIPTION OF RECREATIONAL AREA:

A portion of Lot 1 "Plantation Club" as recorded in Plat Book 80 at Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 1; thence run South 6° 00'00" East 143.90 feet along the West line of said Lot 1; thence run North 84° 00'00" East 70.00 feet; thence run South 6° 00'00" East 4.00 feet; thence run North 84° 00'00" East 31.00 feet; thence run South 6 00'00" East 131.00 feet; thence run North 84° 00'00" East 41.00 feet; thence run North 39° 00'00" East 75.00 feet; thence run North 24.00 feet; thence run East 46.00 feet to the Point of Beginning; thence run North 33.00 feet; thence run East 159.52 feet; thence run North 45° 00'00" East 57.00 feet; thence run South 45° 00'00" East 57.00 feet; thence run East 161.00 feet; thence run South 33.00 feet; thence run West 32.00 feet; thence run South 50.00 feet; thence run South 45 00'00" West 62.00 feet; thence run South 95.99 feet to a point which is 45.00 feet North of the South line of said Lot 1; thence run East 415.25 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1 to a point on the East line of said Lot 1; thence run South 1° 38'40" East 19.29 feet along the East line of said Lot 1 to a point of curvature of a circular curve to the right; thence run Southwesterly along the arc of said curve to the right having for its elements a radius of 25 feet and a central angle of 91° 38'40" for an arc distance of of 39.99 feet to the point of tangency on the South line of said Lot 1; thence run West 813.54 feet along the South line of said Lot 1 to a point of curvature of a circular curve to the right; thence run Northwesterly along the arc of said circular curve to the right having for its elements a radius of 25.00 feet and a central angle of 84° 00'00" for an arc distance of 36.65 feet to the point of tangency on the West line of said Lot 1; thence run North 6 00'00" West 22.74 feet along the West line of said Lot 1 to a point which is 45.00 feet North of the South line of said Lot 1; thence run East 315.52 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1; thence run North 95.99 feet; thence run North 45° 00'00" West 62.00 feet; thence run North 50.00 feet; thence run West 147.00 feet to the Point of Beginning. Said lands situate in Broward County, Florida.

OFF. REC. 6152 PAGE 690

EXHIBIT "B"

TO THE LAND USE AGREEMENT

FOR PLANTATION CLUB PROJECT

LOT 1 of PLANTATION CLUB, according to the Plat thereof, as recorded in Platbook 80, at Page 15 of the Public Records of Broward County, Florida.

OFF. REC. 6152 PAGE 691

AMENDMENT TO
LAND USE AGREEMENT FOR
PLANTATION CLUB

THIS AMENDMENT to Land Use Agreement made between PLANTATION CLUB DEVELOPMENT CORP., a Florida Corporation (hereinafter referred to as "Developer") and PLANTATION CLUB ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association"),

W I T N E S S E T H:

WHEREAS the parties hereto entered into a Land Use Agreement dated the 27th day of September, 1974 (hereinafter referred to as original Land Use Agreement), and filed for recording the 30th day of September, 1974, as shown in Official Records Book 5953 at page 258 of the Public Records of Broward County, Florida, and

WHEREAS, the parties have mutually agreed to clarify or modify said Land Use Agreement

NOW THEREFORE in consideration of the sum of TEN ($10.00) DOLLARS each to the other in hand paid, the receipt whereof is hereby acknowledged, the mutual covenants contained herein, the benefits of same each accruing to the other, and good and valuable considerations, the parties hereto each agree with the other, as follows:

1. The foregoing recitals are true and correct.

2. That paragraph 1(I) of the original Land Use Agreement is hereby amended and modified so that said paragraph referring to Institutional Mortgagee shall be deemed to include as such Institutional Mortgagee, FORD MOTOR CREDIT COMPANY, a Delaware corporation, its assignees or nominees.

3. Add to and modify said Land Use Agreement with the following paragraph to-wit:

OFF. REC. 6152 PAGE 692

RETURN TO:
SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
P. O. BOX 620 650
NORTH MIAMI BEACH, FLORIDA 33160

This Instrument Was Prepared By:
JEROME H. STERN
of SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
ATTORNEYS-AT-LAW
1799 N. E. 164th Street
North Miami Beach, Florida 33162

In the event an Institutional Mortgagee obtains title to a condominium parcel in PLANTATION CLUB Project or Complex as a result of the foreclosure of its mortgage, or by voluntary conveyance in lieu of said foreclosure, then such Institutional Mortgagee as such acquiror of title, its successors and assigns, shall not be liable for any delinquent expenses or charges under the Land Use Agreement or pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. That said such Institutional Mortgagee as such acquiror, shall be liable for its share of expenses attributable to any condominium parcel owned by it from the date of acquiring said condominium parcel.

4. Modify and clarify the Land Use Agreement so that all references to "owner" under, or with respect to, the Land Use Agreement shall be deemed to mean "the Developer", as the words "owner" and "Developer" have been used interchangeably.

5. Exhibit "A" to the Land Use Agreement is hereby amended by deleting said Exhibit "A" attached thereto, which is recorded in Official Records Book 5953, at Page 268 of the Public Records of Broward County, Florida, and by substituting therefore abinitio, Exhibit "A" attached hereto.

6. All of the other terms, conditions, covenants and provisions of the original Land Use Agreement shall remain in full force, virtue and effect, except as amended, changed and modified herein.

IN WITNESS WHEREOF, this Amendment to the Land Use Agreement has been signed by the Developer and the Association this 29th day of October, 1974.

PLANTATION CLUB DEVELOPMENT CORP.

Witnesses:

By: _____
President

OFF. REC. 6152 PAGE 603

WITNESSES:

PLANTATION CLUB ASSOCIATION INC.

BY: _____
President

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD J. BLOCK, well known to me to the President of the Plantation Club Development Corp., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official Seal in the County and State last aforesaid this 29th day of October, 1974.

Notary Public, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY, 18, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD J. BLOCK, well known to me to be the President of the Plantation Club Association, Inc., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said Corporation.

WITNESS my hand and official Seal in the County and State last aforesaid this 29th day of October, 1974.

Notary Public, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY, 18, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

OFF. REC. 6152 PAGE 694

EXHIBIT "A"
TO AMENDMENT
TO THE LAND USE AGREEMENT

FOR

PLANTATION CLUB PROJECT

LEGAL DESCRIPTION OF RECREATIONAL AREA:

A portion of Lot 1 "Plantation Club" as recorded in Plat Book 80 at Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 1; thence run South 6° 00'00" East 143.90 feet along the West line of said Lot 1; thence run North 84° 00'00" East 70.00 feet; thence run South 6° 00'00" East 4.00 feet; thence run North 84° 00'00" East 31.00 feet; thence run South 6 00'00" East 131.00 feet; thence run North 84° 00'00" East 41.00 feet; thence run North 39° 00'00" East 75.00 feet; thence run North 24.00 feet; thence run East 46.00 feet to the Point of Beginning; thence run North 33.00 feet; thence run East 159.52 feet; thence run North 45° 00'00" East 57.00 feet; thence run South 45° 00'00" East 57.00 feet; thence run East 161.00 feet; thence run South 33.00 feet; thence run West 132.00 feet; thence run South 50.00 feet; thence run South 45° 00'00" West 62.00 feet; thence run South 95.99 feet to a point which is 45.00 feet North of the South line of said Lot 1; thence run East 415.25 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1 to a point on the East line of said Lot 1; thence run South 1° 38'40" East 19.29 feet along the East line of said Lot 1 to a point of curvature of a circular curve to the right; thence run Southwesterly along the arc of said curve to the right having for its elements a radius of 25 feet and a central angle of 91° 38'40" for an arc distance of of 39.99 feet to the point of tangency on the South line of said Lot 1; thence run West 813.54 feet along the South line of said Lot 1 to a point of curvature of a circular curve to the right; thence run Northwesterly along the arc of said circular curve to the right having for its elements a radius of 25.00 feet and a central angle of 84° 00'00" for an arc distance of 36.65 feet to the point of tangency on the West line of said Lot 1; thence run North 6 00'00" West 22.74 feet along the West line of said Lot 1 to a point which is 45.00 feet North of the South line of said Lot 1; thence run East 415.52 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1; thence run North 95.99 feet; thence run North 45° 00'00" West 62.00 feet; thence run North 50.00 feet; thence run West 147.00 feet to the Point of Beginning. Said lands situate in Broward County, Florida.

OFF. REC. 0152 PAGE 695

EXHIBIT "H"

TO THE DECLARATION OF

PLANTATION CLUB B,

A CONDOMINIUM

BEING THE PROJECT OR COMPLEX LAND

Lot 1 of PLANTATION CLUB, according to the Plat thereof, as recorded in Plat Book 80, at page 15 of the Public Records of Broward County, Florida.

OFF. REC. 6152 PAGE 696

EXHIBIT "I"

TO THE DECLARATION OF

PLANTATION CLUB B,

A CONDOMINIUM

MAINTENANCE GUARANTEE

In accordance with Florida Statute Section 711.15(8)(b), PLANTATION CLUB DEVELOPMENT CORP., as the Developer of PLANTATION CLUB B, a Condominium (hereinafter referred to as the Developer), does hereby guarantee to each of the unit owners in the Condominium that the assessment for common expenses in respect to the units of the Condominium shall not be increased from the following:

$27.09 for a Type 1 unit, monthly.
$36.83 for a Type 2 unit, monthly.

This Guarantee shall be in full force and effect up to and including April 30, 1976.

The Developer does hereby obligate itself to pay any amount of common expenses incurred up to and including April 30, 1976 that are not produced by the condominium working capital fund and/or assessments at the guaranteed level above receivable from all unit owners other than the Developer.

PLANTATION CLUB DEVELOPMENT CORP.

By:_____

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. H. KAUTH
COUNTY ADMINISTRATOR

OFF. REC. 0152 PAGE 697

81-148656

AMENDMENTS TO THE BY-LAWS OF PLANTATION CLUB ASSOCIATION, INC. APPROVED DECEMBER 10, 1980

Note: Words to be added are underlined; words to be deleted are stricken through with hyphens, as required by Florida Law.

Article II - Directors - Section 1 is amended to read as follows:

Number and Term: The number of Directors which shall constitute the whole Board shall not be less than (3) nor more than (9). 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~~ annual meetings of the members as designated in Section 2, Article V, and each Director shall be elected to serve for the term ~~of one year~~ of time as specified in Section 2, Article II, paragraphs B & C or until his successor shall be elected and shall qualify.

(Explanation): The language of this section is clarified to prepare for the system of staggered representation and annual meeting dates as specified in the following Section 2, Article I and in Section 2 of Article V.

Article II, Section 2, Paragraph B is amended to read as follows:

B. Resident Directors shall be elected solely by the members of each Condominium who are the only members entitled to vote for their respective Resident Director Each Condominium shall elect its Resident Director for the term and in the manner herewith specified: Starting in 1981 a staggered period of serving will be in effect for the Director of each Condominium, to be chosen as follows:

Alternating method of electing a Resident Director for Plantation Club Condominium	D	C	B	A
Initial Election:				
(1) To serve for a term of	2 Yrs	1 Yrs	1 Yr	1 Yr
Following years:				
(2) For a term of	0	2 Yrs	1 Yr	1 Yr
(3) For a term of	1 Yr	0	2 Yrs	1 Yr
(4) For a term of	1 Yr	1 Yr	0	2 Yrs
(5) For a term of	2 Yrs	1 Yr	1 Yr	0

With subsequent years following in the same repetitive alternating order.

Article II, Section 2, Paragraph C is amended to read as follows:

C Directors at large shall be elected by the membership of the Association at large in the following manner:
In the initial election year the candidate with the highest number of votes shall be elected for a term of two years with the others to serve for 1 year.
In subsequent years the candidate with the highest number of votes for the remaining at large seats shall be elected to serve for two years with the other for one year.

Example Chart: Candidates:	1	2	3
(1) Initial Year - To serve for a term of	2 Yrs	1 Yr	1 Yr
(2) Following year - To serve for a term of	0	2 Yrs	1 Yr
(3) Following year - To serve for a term of	1 Yr	0	2 Yrs
(4) Following year - To serve for a term of	2 Yrs	1 Yr	0

Article II, Section 2, Paragraph E is amended as follows:

E. ~~After the first election of Directors at each election thereafter the number of Directors to be elected will be the same as the preceding number of Directors, plus one Resident Director for any additional Condominium for which the Association was designated as the entity responsible for its operation which is created in the interim between elections.~~

(Explanation) - Paragraphs B & C are self explanatory as to the new method of elections. Paragraph E is no longer needed as there will be no other buildings [illegible] complement.

RETURN TO: PLANTATION CLUB CONDOMINIUM
6675 W BROWARD BLVD
PLANTATION, FL 33317

OFFICIAL RECORDS 1966 335

Article V - Meeting of Membership - Section 2 is amended to read as follows:

Annual Meeting - Regular annual meetings ~~subsequent to the first election of Directors~~ for the election of Resident Directors shall be held by member of each Condominium during the last week of January starting in 1981, at 8:00 P.M. E S T and in each succeeding year and regular annual meetings for the election of Directors at large shall be held on the second Thursday of February starting in 1981 at 8:00 P.M. E S T and in each succeeding year, all meetings to be held at the office of the Association or such other place as maybe stated in the notice, if not a legal holiday; and if a legal holiday, then on the next secular day following.

(Explanation) This amendment sets the meeting dates and times for the various elections as called for in the amendment proposed for Article II, Section 1.

In witness whereof, the Plantation Club Condominium, through its agent, Plantation Club Association, Inc., has caused these presents to be executed by its officers thereunder duly authorized and its seal affixed, this 19 day of May, 1981.

Plantation Club Association, Inc.

By _____
President

_____
Vice-President

Attest _____
Secretary

Signed, sealed and delivered
In the presence of:

_____

_____

Notary Public State of Florida at Large.
My Commission Expires July 28, 1984

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

RE 9597 PAGE 531

AMENDMENT TO THE DECLARATION AND BY-LAWS OF PLANTATION CLUB
82- 14908 ASSOCIATION APPROVED JANUARY 5, 1982

Note: Words to be added are underlined; words to be deleted are stricken through with hyphens, as required by Florida Law.

JAN 20 11 34 AM '82

Page 31, Paragraph 17 of the document is amended by an addition to be inserted at the end of paragraph 17A on page 32, preceding Paragraph 17B on page 33 and by the deletion of Paragraph 17C at the bottom of Page 33, as follows:

Addition to paragraph 17A of Document:

As of January 5, 1982, no purchaser shall be approved unless it is his or her intention that the unit shall be occupied by such purchaser and/or his or her immediate family as a private dwelling and as permanent occupants of the unit. Any rental provisions in the Declaration of Condominium, By-Laws, or Amendments, shall not apply until one year after the purchase of any unit. Should title to a unit be registered in the name of a person or persons other than the occupant, a notarized letter must be submitted to the Plantation Club Association, Inc., advising the name or names of title holders and an authorization for permanent occupancy specifying the names of residents to be living in the unit on such permanent basis.

As of January 5, 1982, the leasing of units as a regular practice is not permitted. In order to meet special situations and to avoid undue hardships or practical difficulties, the Board of Directors may grant permission to an owner to lease his unit to a specified lessee for a period of not less than one year or more than two years and the unit may not be rented again during the period of current ownership.

Provisions governing rentals as outlined in the above paragraph, shall apply to any unit now being leased. At the termination of the present lease agreement on file at the office of the Plantation Club Association, Inc., any provision for an option or renewal clause shall be null and void. The Board of Directors may consider the allowance of another lease period of from one year to two years and at the termination of such period, no further leasing of such unit shall be permitted.

Delete Paragraph 17C of Document:

~~If the purchaser or lessee is a corpo~~ Plantation Club Assoc. Inc.
~~approval by the Association of all oc~~
6625 W Broward Blvd Plantation Fla 33317

In witness whereof, the Plantation Club Condominium, through its agent, Plantation Club Association, Inc., has caused these presents to be executed by its officers thereunder duly authorized and its seal affixed, this 19th day of JANUARY, 1982.

PLANTATION CLUB ASSOCIATION, INC.

By _____ President

_____ Vice-President

Attest _____ Secretary

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

Signed, sealed and delivered in the presence of:

_____

_____

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 2 1985
BONDED THRU GENERAL INS. UNDERWRITERS

OFF REC 9988 PAGE 449

4 of 4

87405378

AMENDMENT TO THE DECLARATION AND BY-LAWS OF PLANTATION CLUB ASSN., INC.

APPROVED SEPT. 15, 1987

Note: Words to be added are underlines; words to be deleted are stricken through with hyphens, as required by Florida Law.

Page 20, Section 15, Part B, titled Casualty Insurance, paragraph (1), line 23 is amended to read:

... mortgage encumbering a condominium unit, to request the policies ... to replace ... mortgage encumbering a condominium unit, to approve the policies...

line 17 of the same paragraph with deletion to end of paragraph as follows: ~~... and the further right to designate and appoint the Insurance Trustee. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.~~

Page 21, Section 15, paragraph (2), line 10, shall read: ... payable on account of loss or damage shall be payable to Plantation Club Assn., Inc. - Insurance Trust Fund, such fund to be administered by the President and Treasurer of the Association; and this fund shall be referred to hereafter as "Insurance Trustee".

line 27 shall be deleted as follows: ~~to CENTRAL BANK & TRUST CO., as Trustee, or to any other bank in Florida with trust powers, as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee".~~

Page 23, Section 15, paragraph (5), subparagraph (c) shall read: If the damage or loss involves individual units encumbered by institutional first mortgages, ~~as well as common elements, or if the damage is limited to the common elements alone, but is in excess of $3,000~~ ...

Page 24, Section 15, paragraph (5), subparagraph (c), line 10, shall read: ... a condominium unit. ~~At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right to approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the Condominium property.~~ Should written approval ...

Page 27, Section 15, paragraph (8), shall read: Certificate: Certification must be documented in the Association records, stating whether or not the damaged property is to be repaired and restored. ~~Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.~~

In witness whereof, the Plantation Club Condominium, through its agent, Plantation Club, Assn., Inc., has caused these presents to be executed by its officers thereunder duly authorized and its seal affixed, this _____ day of 1987.

PLANTATION CLUB ASSN., INC.

By: _____ President

_____ Vice-President

Attest _____ Secretary

L. A. HESTER
COUNTY ADMINISTRATOR

Signed, sealed and delivered in the presence of:

_____

_____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 9,1989
BONDED THRU GENERAL INS. UND.

Plantation Club Condominium
6655 W. Prospect Rd.
Plantation, Fl 33313

OR 14817PG0011

Start new search

Certify Copies?

Book Type: O Official Records

Book / Page: 36442 / 25

Instrument Number: 103495285

Search Results

Record Date:	11/18/2003 8:33:24 AM
Book Type:	O - Official Records
Book / Page:	36442/25
Instrument Number:	103495285
RS Code:	0
Number Of Pages:	2
Doc Type:	GOV - Gov Orders Ordinances Petitions & Resolutions
From:	PLANTATION CLUB CONDO ASSN INC
To:	PLANTATION CLUB CONDO

CFN # 103495285, OR BK 36442 Page 25, Page 1 of 2, Recorded 11/18/2003 at 08:33 AM, Broward County Commission, Deputy Clerk 2165

THIS INSTRUMENT PREPARED BY:
DAVID M. BAUMAN, ESQ.
Bauman & Kanner P. A.
7119 W. Broward Blvd.
Plantation, Florida 33317

CERTIFICATE OF RESOLUTION TO ENFORCE PET RESTRICTIONS
BY THE BOARD OF PLANTATION CLUB CONDOMINUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium establishing PLANTATION CLUB CONDOMINUM ASSOCIATION, INC. (the "Declaration") is recorded at Official Records Book 6854, Page 582, of the Public Records of Broward County, Florida; and,

WHEREAS, this Resolution to Enforce Pet Restrictions has received approval of a majority of the Directors present at a duly held and noticed meeting of the Board of Directors as required in Article II of By-Laws of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. (by-laws) and as further evidenced by signatures attached hereto as Exhibit "A"; and,

NOW THEREFORE, the Board of Directors is RESOLVED as follows:

1. THAT Article 16B relating to Board approval and member keeping of pets shall be duly enforced from this date forth and is hereby republished in its relevant parts as follows:

16. Obligations of Members. . . . every condominium parcel owner shall:
B. Not keep pets or other animals in his unit or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It id the intent of the Developer and the Association that said written approval will not be withheld for small animals. In the event written approval as aforedescribed is obtained by the unit owner, then and in such an event the unit owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be allowed to enter the recreational areas, and/or to cause a nuisance or disturbance of any kind or nature. In the event written approval as aforedescribed is obtained, then and in such an event, such approval will be subject to Rules and Regulations established from time to time by the Association;

2. THAT nothing in this RESOLUTION shall be construed to affect the presence of pets already on the premises except that any such pets shall be kept in a manner which is in accordance with all parts of the Declaration and By-Laws;

(2)

OR BK 36442 PG 26, Page 2 of 2

CFN # 104073458, OR BK 37638 Page 1939, Page 1 of 2, Recorded 06/11/2004 at 12:33 PM, Broward County Commission, Deputy Clerk 3075

WC/CHRIS THE COURIER/JAB

THIS INSTRUMENT PREPARED BY:
DAVID M. BAUMAN, ESQ.
Bauman & Kanner P. A.
7119 W. Broward Blvd.
Plantation, Florida 33317

CERTIFICATE OF RESOLUTION TO ENFORCE PET RESTRICTIONS
BY THE BOARD OF PLANTATION CLUB CONDOMINUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium establishing PLANTATION CLUB CONDOMINUM ASSOCIATION, INC. (the "Declaration") is recorded at Official Records Book _____, Page ____, of the Public Records of Broward County, Florida; and,

WHEREAS, this Resolution to Enforce Pet Restrictions has received approval of a majority of the Directors present at a duly held and noticed meeting of the Board of Directors as required in Article II of By-Laws of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. (by-laws) and as further evidenced by signatures attached hereto as Exhibit "A"; and,

NOW THEREFORE, the Board of Directors is RESOLVED as follows:

1. THAT Article 16B relating to Board approval and member keeping of pets shall be duly enforced from this date forth and is hereby republished in its relevant parts as follows:

16. Obligations of Members. . . . every condominium parcel owner shall:

B. Not keep pets or other animals in his unit or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It id the intent of the Developer and the Association that said written approval will not be withheld for small animals. In the event written approval as aforedescribed is obtained by the unit owner, then and in such an event the unit owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be allowed to enter the recreational areas, and/or to cause a nuisance or disturbance of any kind or nature. In the event written approval as aforedescribed is obtained, then and in such an event, such approval will be subject to Rules and Regulations established from time to time by the Association;

2. THAT nothing in this RESOLUTION shall be construed to affect the presence of pets already on the premises except that any such pets shall be kept in a manner which is in accordance with all parts of the Declaration and By-Laws;

3. THAT all current owners and tenants are hereby on notice that any future attempt to maintain a pet on the premises or in their unit shall be subject to approval according to paragraph 16B republished above and that application and enforcement of that paragraph shall be done in a uniform and consistent manner;

4. THAT all future prospective unit owners and tenants shall be required to sign a document entitled ACKNOWLEDGEMENT OF STANDARDS FOR APPROVAL AND RULES FOR MAINTENANCE OF PETS, attached as Exhibit "B," to acknowledge their understanding of paragraph 16B and how it applies to them before entering into possession of any unit.

IN WITNESS WHEREOF, the undersigned has caused those present to be signed on its behalf by the appropriate individuals on this 20th day of May, 2004.

Signed, Sealed and Delivered
in the presence of:

Bryan Adeline
JOHN A. DAURIA

PLANTATION CLUB
CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit
corporation

By: Dorothy M Dillon President
DOROTHY M DILLON

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME personally appeared Dorothy M. Dillon to me well known and known to me to be the individual described in or who provided _____ as identification and who executed the foregoing and acknowledged to me that he/she was duly authorized to sign the foregoing on behalf of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation.

IN WITNESS whereof, I have hereunto set my hand and seal on this 20th day of May, 2004.

Notary Public

My Commission Expires:

Bryan Adeline
MY COMMISSION # DD126547 EXPIRES
June 14, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

CFN # 104073457, OR BK 37638 Page 1936, Page 1 of 3, Recorded 06/11/2004 at 12:33 PM, Broward County Commission, Deputy Clerk 3075

WC/CHRIS THE COURIER/JAB

THIS INSTRUMENT PREPARED BY:
DAVID M. BAUMAN, ESQ.
Bauman & Kanner P. A.
7119 W. Broward Blvd.
Plantation, Florida 33317

CERTIFICATE OF RESOLUTION TO AMEND THE DECLARATION OF CONDOMINIUM AND BY-LAWS OF PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. IN ORDER TO ENFORCE RESTRICTIONS AGAINST THE RENTING OF CONDOMINIUM UNITS, BY THE BOARD OF PLANTATION CLUB CONDOMINUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium establishing PLANTATION CLUB CONDOMINUM ASSOCIATION, INC. (the "Declaration") is recorded at Official Records Book _____, Page ____, of the Public Records of Broward County, Florida; and,

WHEREAS, this Resolution has received approval according to the procedures set out in section 23 of THE DECLARATION OF CONDOMINIUM AND BY-LAWS OF PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. at a duly held and noticed meeting of the Membership of and as further evidenced by signatures attached hereto as Exhibit "A"; and,

NOW THEREFORE, the Membership of Plantation Club Condominium Association, Inc. is RESOLVED as follows:

1. THAT Article the Amendment the Declaration of Condominium and By-Laws of Plantation Club Association, originally passed January 5, 1982, shall be duly enforced from this date forth and is hereby amended and republished as follows:

Note: Words to be added are underlined; words to be deleted are stricken through With hyphens, as required by Florida laws.

Page 31, Paragraph 17 of the document is amended by an addition to be inserted at the end of paragraph 17A on page 32, ~~proceeding Paragraph 17B on page 33 and by the deletion of Paragraph 17C at the bottom of page 33,~~ as follows:

Addition to the paragraph 17A of Document:

As of January 5, 1982, no purchaser shall be approved unless it is his or her intention that the unit shall be occupied by such purchaser and/or his or her immediate family as a private dwelling and as permanent occupants of the unit. Any rental provisions in the Declaration of Condominium By-Laws or Amendments, shall not apply until one year after the purchase of any unit. Should title to a unit be registered in the name of a person or persons other than the occupant, a notarized letter must be submitted to the Plantation Club Association, Inc., advising the name or names title holders and authorization for

permanent occupancy specifying the names of residents to be living in the unit on such permanent basis.

As of January 5, 1982, the leasing of units as a regular practice is not permitted. In order to meet special situations and to avoid undue hardships or practical difficulties, the Board of Directors may grant permission to an owner to lease his unit to a specified lessee for a period of not less that one year or more than two years and the unit may not be rented again during the period of current ownership.

Provisions governing rentals as outlined in the above paragraph, shall apply to any unit now being leased. At the termination of the present leases agreement on file at the office of the Plantation Club Association, Inc., any provision for an option or renewal clause shall be null and void. The Board of Directors may consider the allowance of another lease period of from one year to two years and at the termination of such period, no further leasing of such unit shall be permitted.

~~B. Rental or lease: A condominium parcel shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Board of Directors shall have the right to require that a substantially uniform form of lease be used.~~

~~In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration, and either the lessee or the member shall have the right to use the recreational facilities to the exclusion of the party not using same.~~

~~Completely apart from and in addition to the Association's right to pass on and approve or disapprove of any such attempted lease on any condominium unit, is the right of the Association hereby given and granted of first refusal to lease any condominium unit offered for lease by any member of the Association. Accordingly, no owner of a condominium unit shall lease same to any party without first giving the Association notice in writing of such lease as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said condominium unit on the same terms and conditions as those contained in any bona fide offer which owner of such condominium unit may have received for the lease of his said condominium unit. If the Association is desirous of exercising its option to lease said condominium unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the owner of said condominium unit desiring to lease the same of the exercise by Association of its election to so lease said condominium unit, such notice to be in writing and sent by certified mail to said owner within fifteen (15) days from receipt by the Association of the owner's notice to said Association as hereinabove required. If the Association has elected to lease such condominium unit, then, upon notifying the owner of such condominium unit of its election to lease said condominium unit, the Association shall execute a lease and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the~~

~~Association does not, within fifteen (15) days after notice to it from the owner, exercise its right of first refusal herein granted the owner may lease the condominium unit to the proposed lessee, provided that the Association has approved of the lessee as hereinabove stated. If the Board of Directors of the association shall so elect, it may cause its right of first refusal to lease any condominium unit to be exercised in its name for itself or for a party approved by said Board of Directors.~~

2. THAT nothing in this RESOLUTION shall not be construed to affect any leases currently in effect on the premises except that any options or renewal clauses in any such leases are hereby declared NULL and VOID;

3. THAT all current owners and tenants are hereby on notice that all current leases shall expire and be of no further effect at the conclusion of their current term;

4. THAT all current owners are hereby on notice that any future attempt to lease a unit on the premises shall be subject to approval of the Board according to paragraph 17A republished above and that application and enforcement of that paragraph shall be done in a uniform and consistent manner;

IN WITNESS WHEREOF, the undersigned has caused those present to be signed on its behalf by the appropriate individuals on this 20th day of May, 2004.

Signed, Sealed and Delivered
in the presence of:

Bryan Adeline
JOHN A. DAURIA

PLANTATION CLUB
CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit
corporation

By: Dorothy M. Dillon, President

STATE OF FLORIDA
COUNTY OF BROWARD

~~BEFORE~~ ME personally appeared Dorothy M. Dillon to me well known and known to me to be the individual described in or who provided _____ as identification and who executed the foregoing and acknowledged to me that he/she was duly authorized to sign the foregoing on behalf of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation.

IN WITNESS whereof, I have hereunto set my hand and seal on this 20th day of May, 2004.

Notary Public

My Commission Expires:

Bryan Adeline
MY COMMISSION # DD126347 EXPIRES
June 16, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

THIS INSTRUMENT WAS PREPARED BY
KAYE BENDER REMBAUM, P.L.
ATTN: EMILY E. GANNON, ESQ
1200 PARK CENTRAL BOULEVARD SOUTH
POMPANO BEACH, FLORIDA 33064

CERTIFICATE OF AMENDMENT TO THE BYLAWS OF PLANTATION CLUB ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Bylaws of Plantation Club Association, Inc., as recorded as an exhibit to the Declarations of Condominium of Plantation Club A, B, C, and D as described in Official Records of the Public Records of Broward County, Florida, as set forth below, were duly adopted by written consent in accordance with the provisions of Section 617.0701(4)(a), Florida Statutes, and the governing documents.

Building	Official Records Book	Page No.
A	5953	270
B	6152	575
C	6854	582
D	6854	696

IN WITNESS WHEREOF, we have affixed our hands this 02 day of December, 2015, at Plantation, Broward County, Florida.

By: B. Oxley / President
Print: Beate Oxley
Attest: Angelica Cubillas / Board member
Print: ANGELICA CUBILLAS

STATE OF ~~FLORIDA~~
COUNTY OF Broward.

The foregoing instrument was acknowledged before me this 2nd day of December, 2015 by Beate Oxley as President and Angelica Cubillas as Secretary of Plantation Club Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced known as identification.

NOTARY PUBLIC:
sign
print Vicki D. Dillon
State of Florida at Large

My Commission Expires:

VICKI D. DILLON
MY COMMISSION #FF033177
EXPIRES July 2, 2017
(407) 398-0153 FloridaNotaryService.com

AMENDMENT
TO THE BYLAWS OF
PLANTATION CLUB ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . ."}

ARTICLE II

DIRECTORS

. . .

B. Resident Directors shall be elected solely by the members of each Condominium who are the only members entitles to vote for their respective Resident Director. Each Condominium shall elect its Resident Director for the term and in the manner herewith specified: ~~Starting in 1981, a staggered period of serving will be in effect for the Director of each Condominium to be chosen as follows:~~ The current Resident Directors shall serve two (2) year terms, which began in 2014, and all Resident Directors thereafter shall continue to serve two (2) year terms.

~~Alternating method of electing a Resident Director for Plantation Club Condominium~~

~~Initial Election:~~	~~D~~	~~C~~	~~B~~	~~A~~
~~(1) To serve for a term of~~	~~2 Yrs~~	~~1 Yrs~~	~~1 Yr~~	~~1 Yr~~
~~Following Years:~~				
~~(2) For a term of~~	~~0~~	~~2 Yrs~~	~~1 Yr~~	~~1 Yr~~
~~(3) For a term of~~	~~1 Yr~~	~~0~~	~~2 Yr~~	~~1 Yr~~
~~(4) For a term of~~	~~1 Yr~~	~~1 Yr~~	~~0 2 Yrs~~	
~~(5) For a term of~~	~~2 Yrs~~	~~1 Yr~~	~~1 Yr~~	~~0~~

~~With subsequent years following in the same repetitive alternating order.~~

C. Directors at large shall be elected by the membership of the Association at large in the following manner: The Board shall its sole discretion determine the number of Directors at large. The current Directors at large shall serve two (2) year terms, which began in 2014,

and all subsequent Directors at large shall serve two (2) year terms.

~~In the initial election year the candidate with the highest number of votes shall be elected for a term of two years with the others to serve for 1 year. In subsequent years the candidate with the highest number of votes for the remaining at large seats shall be elected to serve for two years with the other for one year.~~

~~Example chart:~~	~~Candidates:~~	~~1~~	~~2~~	~~3~~
~~(1) Initial Year - To serve for a term of~~		~~2 Yrs~~	~~1 Yr~~	~~1 Yr~~
~~(2) Following Year - To serve for a term of~~		~~0~~	~~2 Yrs~~	~~1 Yr~~
~~(3) Following Year - To serve for a term of~~		~~1 Yr~~	~~0~~	~~2 Yrs~~
~~(4) Following Year - To serve for a term of~~		~~2 Yrs~~	~~1 Yr~~	~~0~~

. . .

76-251359

Plot Plans Recorded
Condo Book 10 Pages

PLANTATION CLUB C, A CONDOMINIUM

Condominium Documents

OFF. REC. 6854 PAGE 502

RETURN TO:
SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
P. O. BOX 600 596
NORTH MIAMI BEACH, FLORIDA 33160

This Instrument Was Prepared By:
JEROME H. STERN
of SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
ATTORNEYS-AT-LAW
1700 N. E. 164th Street
North Miami Beach, Florida 33162

TABLE OF CONTENTS
CONDOMINIUM DOCUMENTS
PLANTATION CLUB C
A CONDOMINIUM

		Page
Declaration of Condominium		1
1.	Purpose	1
2.	Name	1
3.	Property Submitted to Condominium Form of Ownership	1
4.	Definitions	2
5.	Development Plan & Identification	3
6.	Easements	4
7.	Common Elements	5
8.	Ownership of Common Elements & Restrictions thereto	6
9.	Common Expenses	7
10.	Governing Body	7
11.	Maintenance, Alterations & Improvements	10
12.	Enforcement of Maintenance	12
13.	Condominium Working Capital	12
14.	Assessments, Liability, Lien and Priority, Interest, Collection	14
15.	Insurance	20
16.	Obligations of Members	29
17.	Conveyance, Sales, Rentals, Leases and Transfers	31
18.	Restraint upon Separation & Partition	36
19.	Costs and Attorneys' Fees	36
20.	No Waiver of Rights	37
21.	Assignability of Rights of Developer	37
22.	Type of Ownership	37
23.	Amendments	37
24.	Termination	39
25.	Apartment Unit Boundaries	40
26.	Rights Reserved Unto Institutional Mortgagees	41
27.	Covenants	43
28.	Restrictions and Easements	43
29.	Developer's Tenants	44
30.	Invalidation and Operation	44
31.	Approval and Ratification	45
32.	Reservation of Exclusive Right to Install, Provide and Maintain Pay Television in the Condominium Property and Recreational Facilities	45
33.	Warranties	45
34.	Execution of Documents Required by City of Plantation or Broward County	46
35.	Land Use Agreement	46
36.	Developer's Right to Continue Construction	49
37.	Notices	49
38.	Interpretation	49

OFF. REC. 6854 PAGE 533

Legal Description (Exhibit A)	53
Survey of Land (Exhibit B)	54
Percentage of Ownership of Common Elements and Percentage for Paying Common Expenses and Sharing Common Surplus (Exhibit C)	55
By-Laws of Plantation Club Association Inc. (Exhibit D)	56
Article I - General	1
Article II - DIRECTORS	1
Article III - Officers	6
Article IV - Membership	8
Article V - MEETINGS OF MEMBERSHIP	9
Article VI - Notices	11
Article VII - Finances	11
Article VIII - Seal	12
Article IX - Rules and Regulations	12
Article X - Default	15
Article XI - Registers	16
Article XII - Surrender	17
Article XIII - Joint Ownership	17
Article XIV - Amendment of By-Laws	17
Article XV - Land use Recreational Agreement	18
Article XVI - Real Property Taxes	18
Article XVII - Construction	19
Articles of Incorporation (Exhibit E)	57
Article I - Name	1
Article II - Purpose	1
Article III - Powers	1
Article IV - Members	1
Article V - Term	2
Article VI - Subscribers	2
Article VII - BOARD OF DIRECTORS	3
Article VIII - Officers	3
Article IX - Indemnification	4
Article X - Address	4
Article XI - By-Laws	5
Article XII - Amendments	5
Legal Description of Condominium Property (Exhibit A to the Articles of Incorporation)	7
First Amendment to Articles of Incorporation	8
Warranty Deed (Exhibit F to the Declaration of Condominium)	58
Land Use Agreement and Amendment (Exhibit G)	59
Project or Complex Land (Exhibit H)	60
Maintenance Guarantee (Exhibit I)	61

OFF. REC. 6854 PAGE 503

DECLARATION OF CONDOMINIUM OF

PLANTATION CLUB C,

A CONDOMINIUM

BROWARD COUNTY, FLORIDA

PLANTATION CLUB DEVELOPMENT CORP., herein called "the Developer", makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the land described and improvements described to the condominium form of ownership and use in the manner provided in Chapter 711 of the Florida Statutes, as amended, herein called "the Condominium Act". Except where permissive variances therefrom appear in this Declaration the annexed By-Laws, and/or the Charter of PLANTATION CLUB ASSOCIATION, INC., a Florida corporation not for profit, or in lawful amendments to these instruments, the provisions of Chapter 711, supra, including the definitions therein contained, are adopted herein by express reference as if set forth in haec verba, and said statute as amended from time to time, and this Declaration, the annexed By-Laws, and the Charter of said corporation, as lawfully amended from time to time, shall govern this Condominium and the rights, duties, and responsibilities of owners of condominium parcels therein.

2. Name. The name by which this Condominium is to be identified is "PLANTATION CLUB C, a Condominium".

3. Property submitted to Condominium Form of Ownership. The following property is hereby submitted to the Condominium form of ownership:

(a) The Land. The lands, owned by the Developer, lying and being situate in Broward County, Florida, as more particularly set forth in Exhibit A attached hereto, which lands are herein called "the land".

(b) The Improvements. One building containing 52 condominium units and all common elements appurtenant thereto.

4. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of PLANTATION CLUB ASSOCIATION, INC., shall be defined in accordance with the provisions of Florida

OFF. REC. 6854 PAGE 553

Statute, Section 711.03 as amended by Laws of Florida Chapter 74-104 of the Condominium Act, and as follows unless the context otherwise requires:

(a) Condominium Unit - The unit being a unit space, designated "condominium unit" on the sketch of survey and plans attached hereto and marked as Exhibit B.

(b) Common Elements - Common elements means the portion of the condominium property not included in the units. Common elements shall include the tangible personal property required for the maintenance of the common elements and limited common elements even though owned by the Association. References to common areas mean and are common elements, and said words "common areas" and "common elements" are used interchangeably.

(c) Condominium Parcel - The condominium unit, together with an undivided share in the common elements appurtenant thereto.

(d) Owner - That person or entity owning a condominium parcel.

(e) Co-Tenant - An owner owning a condominium parcel in conjunction with another owner.

(f) Association or Corporation - means PLANTATION CLUB ASSOCIATION, INC., the entity responsible for the operation of the condominium.

(g) Member - An owner or co-tenant who, or which, is a member of PLANTATION CLUB ASSOCIATION, INC., a Florida non-profit membership corporation, hereinafter referred to as "Association".

(h) By-Laws - means the By-Laws for the government of the Condominium as they exist from time to time.

(i) Voting Rights - If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designaged by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

OFF. REC. 6854 PAGE 506

(j) Land Use Agreement. - Refers to the interest of the Association in and to the recreational facilities, land and improvements as described and set forth in the Land Use Agreement and Amendment thereto, which are recorded under Clerk's File Number 74-207149 for the Land Use Agreement and under Clerk's File Number 74-227430 for the Amendment to Land Use Agreement, all of the Public Records of Broward County, Florida,(hereinafter collectively referred to as Land Use Agreement), wherein the Developer is the initial owner and the Association the ultimate owner of the property thereunder, the said Land Use Agreement and Amendment attached hereto as Exhibit G. That with respect to the Land Use Agreement, the words "owner" and "Developer" have been used interchangeably.

(k) Recreational Facilities. - Recreational facilities means the facilities, land, and improvements provided under the Land Use Agreement.

(l) Common Expenses. - Common expenses include: (a) expenses of administration and management of the condominium property; (b) expenses of maintenance, operation, repair or replacement of common elements; (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws; (d) expenses and payments due under the Land Use Agreement; and (e) any valid charge against the condominium as a whole.

(m) Institutional Mortgagee. - Is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either Ford Motor Credit Company, a Delaware corporation, its assignees or nominees, or a bank, life insurance company or a Federal or State savings and loan association, or a mortgage or real estate investment trust, or a union pension fund.

(n) Institutional Mortgage. - Is a mortgage owned or held by an institutional mortgagee.

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

5. Development Plan and Identification. Plantation Club (hereinafter referred to as "Complex" or "Project" means and refers to the entire group of Condominiums and/or Rental Type structures and improvements which the Developer intends to construct upon the Plantation Club Land (hereinafter also referred to as "Complex" or "Project Land", said land more particularly described on Exhibit H attached hereto and made a part hereof), one of which is the Condominium created by this Declaration. The construction of the Project is a projected plan of development only and nothing contained herein

OFF. REC. 6854 PAGE 527

shall be construed as making it obligatory upon the Developer to construct said Project, or if constructed, to construct same in accordance with any particular plan of development and in fact, if constructed, the Developer need not submit said additional structures outside this Condominium to Condominium ownership but, in fact, may utilize same as rental type structures. It is understood that any Condominium submitted to Condominium ownership in the Project shall have as its one governing body PLANTATION CLUB ASSOCIATION, INC., so that all Condominiums within the Complex shall have the same Condominium Association for the benefit, joint rule, maintenance and operation of all the Condominiums within the Project subject to the terms and conditions of this Declaration, and accordingly, the foregoing is deemed to be a multi-phase Condominium Project under the laws of the State of Florida.

The condominium units and all other improvements constructed on the condominium property are set forth in detail in Exhibit B attached hereto and made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions, and size of such unit as well as of the common elements appurtenant thereto.

Each condominium unit is identified by a number, letter, or name, or combination thereof, as shown on the plans attached hereto as Exhibit B and made a part hereof, so that no unit bears the same designation as does any other unit.

6. Easements. Each of the following easements is a covenant running with the land of the Condominium for the benefit of all land owners of the lands described in Exhibit H hereto, to wit:

(a) Utilities - As may be required for utility services in order to adequately serve the Condominium and the Recreational areas, and any land in Exhibit H hereto; provided, however, easements through a unit shall be only according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved, in writing, by the Unit Owner. Any portion of the common elements including end walls and outside walls of units may be used for housing electric meters, meter closets, meter rooms, water meters, hose bibs and other electrical and water meters and boxes that may be necessary to any unit within the PLANTATION CLUB Complex or Project.

(b) Traffic - An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian

OFF. REC. 6854 PAGE 533

traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the unit owners; institutional mortgagees; and the owner of the Recreational area and Land owners of the lands described in Exhibit B, their mortgagees, heirs, personal representatives, successors and assigns; and those claiming by, through or under the aforesaid; provided, however nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

(c) Easement for Unintentional and Non-Negligent Encroachments - If a unit shall encroach upon any common element, limited common element, or upon any other unit, by reason of original construction or by the non-purposeful or non-negligent act of the unit owner or Developer, then an easement appurtenant to such encroaching unit to the extent of such encroachment shall exist so long as such encroachment shall exist. If any common element or limited common element shall encroach upon any unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such common element or limited common element to the extent of such encroachment shall exist so long as such encroachment shall exist.

(d) Support. The Developer, Association and the Recreational Facilities Owner under the Land Use Agreement hereby grants to each other, their heirs, successors and assigns, and all third party beneficiaries, including Condominium Unit Owners, their lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominium or the premises under the Land Use Agreement.

7. Common Elements. Common elements as hereinabove defined shall include within its meaning, in addition to the items as listed in the Florida Condominium Act, Section 6, the following items:

(a) An undivided share in the common surplus.

(b) Cross-easements for ingress, egress, support, maintenance, repair, replacement and utilities.

(c) Easements or encroachments by the perimeter walls, ceilings, and floors surrounding each condominium unit caused by the settlement or movement of the building or caused by minor

OFF. REC. 6854 PAGE 533

inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

(d) Easement for overhanging troughs or gutters, downspouts, and the discharge therefrom of rain water and the subsequent flow thereof over condominium units or any of them.

8. Ownership of Common Elements and Restrictions thereto. The owner of each unit shall own a share and certain interests in the condominium property which are appurtenant to his unit, which include, but are not limited to, the following items which are appurtenant to the several units, as indicated:

(a) Automobile Parking Spaces - As each condominium unit is purchased, the Developer shall assign in writing to said unit a parking space hereinafter referred to as an "assigned parking space". Once said parking space is assigned by the Developer, then said parking space shall be deemed as an appurtenance to said condominium unit to which it was assigned, and such parking space may not thereafter be separately conveyed, hypothecated, transferred, encumbered or otherwise dealt with, and title thereto shall pass only with title to the unit to which it is appurtenant, subject to the hereinafter provisions.

All "unassigned parking spaces" are hereby deemed to be parking spaces for the purpose of guests, employees, servants and visitor parking and parking for second automobiles of unit owners.

Notwithstanding anything herein to the contrary contained a unit owner upon written request may exchange his assigned parking space for an unassigned parking space providing that either the Developer or the Board of Directors approves same in writing. In the event of the foregoing the original assigned parking space shall be deemed an unassigned parking space and conversely the subject unassigned parking space shall be deemed an assigned parking space as an appurtenance to said condominium unit to which it was subsequently assigned. No parking space bears the same identifying number as any other.

(b) Common Elements - The undivided shares, stated as percentages, in the common elements appurtenant to each of the Condominium units is set forth on the schedule attached hereto and made a part hereof by reference as Exhibit C.

(c) Association - The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.

OFF. REC. 6854 PAGE 599

(d) Common Surplus - Each Unit Owner shall own any common surplus of his Condominium in the same percentage as the common expenses appurtenant to each unit are shared as set forth in Exhibit C. However, this ownership does not include the right to withdraw or require payment or distribution of the same, inasmuch as common surplus shall constitute advance payment of estimated monthly maintenance and shall be applied in reduction thereof for the next ensuing monthly maintenance payments during the fiscal year. Any reduction as aforementioned shall be allocated over the next succeeding fiscal year.

9. Common Expenses. The common expenses of the Condominium, shall be shared by the Unit Owners as specified and set forth in Exhibit C. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium Parcels, their locations, or the building square footage included in each Condominium Unit.

10. Governing Body. The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be PLANTATION CLUB ASSOCIATION, INC. The By-Laws of the Association are attached hereto as Exhibit D and made a part hereof, and a copy of the Articles of Incorporation of the Association, and Amendment thereto, is attached hereto as Exhibit E and made a part hereof.

Recognizing the unique architectural features of the entire Project and that there are certain reciprocal rights and duties to be shared between this Condominium and other condominiums, and mindful of the fact that the management and control of such matters would be facilitated by the use of one governing entity, it is expressly understood and agreed that PLANTATION CLUB ASSOCIATION, INC. shall be the condominium association for this and all other condominiums to be constructed on the PLANTATION CLUB land that desire this Condominium Association to govern its affairs.

All parties hereafter owning condominium parcels (owners) in this Condominium, which interest is evidenced by recordation of a proper instrument in the Public Records of Broward County, Florida, shall automatically be members of the Association, and such membership shall automatically terminate when such persons have divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

OFF. REC. 6854 PAGE 521

A person or entity owning more than (1) condominium parcel may be designated as a voting member for each such condominium parcel which it or he owns. The Developer shall be deemed an Owner and voting member of and for each unsold Condominium Unit. Failure by all owners of any single condominium parcel to file the aforementioned written statement with the secretary prior to a members' meeting will result in depriving such owners of a single condominium parcel of a vote at such meeting.

All the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of voting members.

The Association shall have all of the powers and duties reasonably necessary to operate this Condominium as set forth in this Declaration, the By-Laws, and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all the powers and duties of an association, as set forth in the Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, including:

(a) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.

(b) The power to make and collect assessments and to lease, maintain, repair and replace the common elements.

(c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at all reasonable business hours.

(d) The power to enter into the Land Use Agreement attached hereto as Exhibit G. To enter into contracts with others for a valuable consideration, for vending machines and for the maintenance and management of the subject condominium property, including the normal maintenance and repairs of the common elements, and in connection therewith to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, etc. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit.

OFF. REC. 9854 PAGE 520

Each Unit Owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution of same by the Association; covenanting and promising to perform each and every of the covenants, promises and undertaking to be performed by Unit Owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such agreement are hereby ratified, confirmed, approved and adopted.

(e) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, comfort, safety and welfare of the Condominium Unit Owners, all of whom shall be subject to such rules and regulations.

(f) To grant or contract for easements, licenses and other privileges and duties on behalf of the membership where no members' rights are substantially affected.

(g) Subsequent to the filing of this Declaration of Condominium, the Condominium Association, when authorized by a vote of 75% of the total vote of the Unit Owners of the Association, and approved by the owners and holders of institutional first mortgages encumbering Condominium parcels who represent a majority of the dollar institutionally mortgaged indebtedness against this Condominium, then and in such event, the Association may purchase and/or acquire and enter into agreements, from time to time whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities including, but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses.

OFF. REC. 6854 PAGE 523

The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel(s), or which would change the provisions of the By-Laws with respect to institutional mortgagees, without the written approval of all institutional mortgagees of record.

11. Maintenance, Alterations and Improvements. The responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvement shall be as follows:

(a) By the Association - The Association shall maintain, repair and replace at the Association's own expense:

(1) All Common elements and limited common elements.

(2) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load-bearing columns.

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which service part or parts of the Condominium other than the unit within which contained.

(4) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

(5) All property owned by the Association, including any of the recreational facilities, lands, and improvements under the Land Use Agreement.

(b) By the Condominium Parcel Owner - The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of the unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the unit owner shall be windows, screens and doors opening into or onto his unit, sliding glass doors and plate glass. All such maintenance, repairs and replacements shall be done without disturbing the rights of other unit owners.

(2) To maintain, repair and replace at his own expense his individual air-conditioning and heating system inside and outside his individual condominium unit.

OFF. REC. 6854 PAGE 507

(3) Within the unit to maintain, repair and replace at his expense all fans, stoves, refrigerators, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage, and sanitary service to his condominium unit. The floor and interior walls of any balcony attached to condominium units shall be maintained by the condominium unit owner thereof at his own expense.

(4) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building including the terraces or any stucco portion of the unit or the color and design of the framing and screening.

(5) To promptly report to the Association any defects or need for repairs the responsibility for the remedy of which is that of the Association.

(6) No condominium parcel owner other than the Developer shall make any alterations in the portions of the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval from the Board of Directors of the Association.

(c) Alteration and Improvement - There shall be no material alterations or substantial additions to the common elements or limited common elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of voting members casting not less than seventy-five per cent (75%) of the total votes of the members of the Association present at any regular or special meeting of the unit owners called for that purpose. The cost of the foregoing shall be assessed as common expenses of this Condominium. Where any alterations or additions as aforedescribed are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owners exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall be made only when authorized by the Board of Directors and ratified by not less than seventy-five per cent (75%) of the total votes of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten or less, the approval of all but one shall be required.

OFF. REC. 6854 PAGE 520

12. Enforcement of Maintenance. In the event the owner of a unit fails to maintain it as required above, the Association, Developer, or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, or the Association shall have the right to assess the Unit Owner and the Unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a Unit Owner violates any of the provisions of Paragraph 11 above, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without consent of the Unit Owner.

13. Condominium Working Capital. At the time the Developer sells and closes a condominium unit to a purchaser (purchaser thereby becoming a Unit Owner of this Condominium) the purchasers shall deposit an amount equal to one-half of one percent of the purchase price of the unit, said sum to be deposited with Purchasers' Condominium Fund for the purpose of initial maintenance, reserve, initial and non-recurring capital expenses, which may be referred to as "condominium working capital". The Purchasers' Condominium Fund may be commingled by the Association with any of its other funds.

The commencement of payment of common expenses by Unit Owners shall be at such time as the Developer notifies Unit Owners of commencement date of payment of monthly common expenses, provided same shall not commence later than the first day of the month from the date of the first closing in the Condominium. Prior to the time that maintenance payments are commenced for the Condominium, all maintenance expenses shall be paid from the Purchasers' Condominium Fund and all utility deposits and advance insurance premiums for insurance policies and coverage pursuant to this Declaration and Exhibits attached hereto shall be paid from the Condominium Working Capital Fund.

OFF. REC. 6854 PAGE 506

Initial contribution to the Condominium Fund is contemplated to provide for cost of maintenance of this Condominium from date of completion thereof until the date at which the regular monthly maintenance installments are commenced. After the commencement date of payment of monthly common expenses, in the event there are unsold units, the Developer retains the right to be the owner of said unsold units. However, the Developer, pursuant to and in accordance with Exhibit I hereto, which is a Form of Guarantee to be delivered to each purchaser at time of closing, has guaranteed that the assessment for common expenses of the Condominium imposed upon the unit owners other than Developer shall not increase over a stated dollar amount, and obligates Developer to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners. The foregoing provisions are pursuant to Florida Statutes Section 711.15(8)(b) as amended and added by Laws of Florida, Chapter 74-104(9).

The provisions of this Paragraph 13 are paramount to and superior to the provisions of Paragraphs 9 and 14 of this Declaration as to the matters set forth in this paragraph.

OFF. REC. 6854 PAGE 527

14. Assessments, Liability, Lien and Priority, Interest, Collection. Common expenses shall be assessed against each condominium parcel owned by the Association as provided in paragraph 9 above.

Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of $25.00 shall be due and payable.

The Board of Directors of the Association may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien and may settle and compromise same if in the best interest of the Association. The delinquent members shall pay all costs, including reasonable attorneys' fees incident to the collection of such assessments or enforcement of such lien. In any lien foreclosure, the condominium parcel owner may be required to pay a reasonable rental for continued occupancy or use of the condominium parcel, and plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against said bid sums due the Association for assessments, interest, and collection costs.

As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless of when said assessment was due, but not to any other mortgage. The Association shall maintain a register of institutional first mortgages and shall give such mortgagees notice, in writing, of all notices given by the Association to the owner of such condominium parcel encumbered by such institutional first mortgage.

If the mortgagee of a first mortgage of record, or the owner under the Land Use Agreement, or any other purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of the foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, or of the lien of the owner under the Land Use Agreement, such acquiror 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 owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels in the condominium, including such acquiror, his successors and assigns. It is understood that such acquiror shall be liable for his share of common expenses or assessments attributable to his condominium unit from the date of acquiring said condominium unit.

OFF. REC. 6854 PAGE 503

In furtherance of said grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation and management the the Condominium, the following provisions shall be operative and binding upon the owners of all condominium units, to wit:

A. In accordance with Florida Statutes Section 711.11(2)(f), as amended by Laws of Florida, Chapter 74-104(6), the Board of Directors of the Association shall establish an annual budget, in advance, for each fiscal year, which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year, which may be required for the proper operation, management and maintenance of the Condominium. As a common expense of the Association, there shall be included the cost of maintaining leasehold, memberships, and other possessor, use or fee interests in lands or facilities, including, but not limited to, country clubs, golf clubs, marinas and other recreational and communal facilities, whether or not contiguous to the lands or the Condominium, to provide enjoyment, recreation or other use or benefit to the condominium owners, all as may be now or hereafter acquired, directly or indirectly, in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the Association. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary.

B. The Board of Directors of the Association, in establishing said annual budget for operation, management and maintenance of the Project, may include therein a sum to be collected and maintained as a reserve fund for replacement of common elements, which reserve fund shall be for the purpose of enabling the Assoc-

OFF. REC. 6854 PAGE 529

iation to replace structural elements and mechanical equipment constituting a part of common elements, as well as the replacement of personal property which may constitute a portion of the common elements held for the joint use and benefit of all of the owners of all condominium parcels. The amount to be allocated to such reserve fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of common elements.

C. The Board of Directors of the Association, in establishing said annual budget for operation, management, and maintenance of the Project, may include therein a sum to be collected and maintained as a general operating reserve, which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by condominium parcel owners, as a result of emergencies or for other reason placing financial stress upon the Association.

D. All monies collected by the Association shall be treated as the separate property of the said Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said Association, and as monies for any assessment are paid to the Association by any condominium parcel owner, the same may be commingled with monies paid to said Association by other condominium parcel owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of common elements, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, hypothecate, pledge, or in any manner transfer his membership interest therein, except as an appurtenance to his condominium parcel. When the owner of a condominium parcel shall cease to be a member of the Association by reason of his divestment of ownership of such condominium parcel, by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the Association, or which may have been paid to the Associ

OFF. REC. 6854 PAGE 609

ation by such condominium parcel owner, as all monies which any condominium parcel owner has paid to the Association shall be and constitute an asset of said corporation which may be used in the operation and management of the Condominium.

E. The payment of any assessment or installment thereof due to the Association shall be in default if such assessment, or any installment thereof, is not paid unto the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear interest at the rate of ten percent (10%) per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to the Association.

F. The owner or owners of each condominium parcel shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, which may be levied by the Association while such party or parties are owner or owners of a condominium parcel in the Condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to the Association, such owner or owners of any condominium parcel shall be personally liable, jointly and severally, for interest on such dilinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

G. No owner of a condominium parcel may exempt himself from liability for any assessment levied against such owner and his condominium parcel by waiver of the use or enjoyment of any of the common elements, or by abandonment of the condominium parcel or in any other way.

H. Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of condominium parcels, and that the payment of such common expense represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each condominium parcel, the Association is hereby granted a lien upon such condominium parcel and its appurtenant undivided interest in the common elements, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each condominium parcel, which

OFF. REC. 6854 PAGE 601

lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon said condominium parcel and its appurtenant undivided interest in the common elements. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any condominium parcel from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said condominium parcel, without notice to the owner of said condominium parcel. The rental required to be paid shall be equal to the rental charged on comparable type of condominium units in Broward County, Florida. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of ten percent (10%) per annum on any such advances made for such purpose. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any condominium parcel, or who may be given or acquire a mortgage, lien, or other encumbrance thereon, is hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any condominium parcel expressly subject to such lien rights.

I. The lien herein granted unto the Association shall be effective from and after the time of recording in the Public Records of Broward County, Florida, a claim of lien stating the description of the condominium parcel encumbered thereby, the name of the record owner, the amount due, and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

RECD 9854 PAGE 002

J. Whenever any condominium parcel may be leased, sold, or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, the Association, upon written request of the owner of such condominium parcel, shall furnish to the proposed lessee, purchaser, or mortgagee a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such condominium parcel. Such statement shall be executed by any officer of the Association, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase, or mortgage transaction, and the Association shall be bound by such statement.

In the event that a condominium parcel is to be leased, sold, or mortgaged at the time when payment of any assessment against the owner of said condominium parcel and such condominium parcel due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase, or mortgage proceeds shall be applied by the lessee, purchaser, or mortgagee first to payment of any then delinquent assessment or installments thereof due to the Association before the payment of any rent, proceeds of purchase, or mortgage proceeds to the owner of any condominium parcel who is responsible for payment of such delinquent assessment.

The Association shall have the right to withhold consent to a sale, lease, or mortgage where there is a deficiency or delinquency existing as to an assessment or installment due in the absence of a properly executed assignment to the Association of such portion of the proceeds of such sale, lease, or mortgage equal to the amount of such deficiency or delinquency.

In any voluntary conveyance of a condominium parcel, the grantee shall be jointly and severally liable with grantor for all unpaid assessments against the grantor made prior 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.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

OFF. REC. 6854 PAGE 603

15. Insurance.

A. Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the Condominium and insuring the Association and the common owners, as its and their interest appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be $100,000/$300,000/$10,000. Said insurance shall include, but not limit the same to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

B. Casualty Insurance.

(1) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. The institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit shall have the right, for so long as it owns and holds any mortgage encumbering a condominium unit, to approve the policies and the company or companies who are the insurers under the insurance placed by the Association, as herein provided, and the amount thereof, and the further right to designate and appoint the Insurance Trustee. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

OFF. REC. 6854 PAGE 004

(2) Loss Payable Provisions - Insurance Trustee: All policies purchased by the Association shall be for the benefit of the Association, all unit owners, and their mortgagees, as their interest may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to CENTRAL BANK & TRUST CO., as Trustee, or to any other bank in Florida with trust powers, as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the unit owners and their respective mortgagees, (sometimes collectively referred to hereinafter as beneficial owners), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

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

(b) Condominium units: Proceeds on account of condominium units shall be in the following undivided shares:

1. Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

2. Total Destruction of Condominium Improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article - for the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.

OFF. REC. 6854 PAGE 0021

(c) Mortgagees. In the event an institutional mortgage encumbers 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 participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

(3) Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(a) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all 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 him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(b) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed 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 him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere stated.

OFF. REC. 6854 PAGE 000

(c) Certificate: In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association executed by the President and Secretary of the Association, as to the names of the unit owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

(4) Loss Within a Single Unit: If loss shall occur within a single unit or units, without damage to the common elements, the insurance proceeds shall be distributed to the beneficial unit owner(s), 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 him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

(5) Loss Less than "Very Substantial": Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(b) If the damage or loss is limited to the common elements, with no, or minimum, damage or loss to any individual units, and if such damage or loss to the common elements is less than $3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(c) If the damage or loss involves individual units encumbered by institutional first mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of $3,000.00, the insurance proceeds shall

OFF. REC. 6854 PAGE 607

be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right to approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the Condominium property. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute any affidavit required by law or by the Association or the aforesaid institutional first mortgagee. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforedescribed, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

(d) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners for that portion of the deficiency

OFF. REC. 6854 PAGE 603

as is attributable to his individual unit; provided, however, that if the Board of Directors find that it can not determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property.

(f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision shall be waived by the Board of Directors in favor of any institutional first mortgagee upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

(6) "Very Substantial" Damage. As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the Condominium is rendered untenantable, or loss or damage whereby seventy-five per cent (75%) or more of the total amount of insurance coverage (placed as per Article 15.B.1) becomes payable. Should such "very substantial" damage occur, then:

(a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) The provisions of Article 15.B.5(f) shall not be applicable to any institutional first mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.

OFF. REC. 6854 PAGE 009

(c) Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the Condominium project, subject to the following:

1. If the net insurance proceeds available for restoration and repair, together with the funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless two-thirds (2/3) of the total votes of the members of the Condominium shall vote to abandon the Condominium project, in which case the Condominium property shall be removed from the provisions of the law, in accordance with Section 16 of the Condominium Act.

2. If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, then if a majority of the total votes of the members of the Condominium vote against such special assessment and to abandon the Condominium project, then it shall be so abandoned and the property removed from the provisions of the law in accordance with Section 16 of the Condominium Act. In the event a majority of the total votes of the members of the Condominium vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 15.B(5)(c) and (d) above. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in paragraph 15.B(5) (c) above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the Condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

OFF. REC. 6854 PAGE 619

(d) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners.

(7) Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the institutional mortgagee holding and owning the first recorded mortgage encumbering a condominium unit within the Condominium requires distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

(8) Certificate: The Insurance Trustee may rely upon a certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

(9) Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required. The Insurance Trustee is not obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restorations or rebuilding.

(10) Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

C. WORKMEN'S COMPENSATION POLICY to meet the requirements of law.

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

OFF. REC. 6854 PAGE 611

E. Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in paragraph F. hereinafter.

F. If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against unit owners, the Association, and their respective servants, agents, and guests.

OFF. REC. 6854 PAGE 612

16. Obligations of Members. In addition to other obligations and duties heretofore set out in this Declaration, every condominium parcel owner shall:

A. Not use or permit the use of his unit for any purpose other than as a family residence and maintain his unit in a clean and sanitary manner.

B. Not keep pets or other animals in his unit or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It is the intent of the Developer and the Association that said written approval will not be withheld for small animals. In the event written approval as aforedescribed is obtained by the unit owner, then and in such an event the unit owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be allowed to enter the recreational areas, and/or to cause a nuisance or disturbance of any kind or nature. In the event written approval as aforedescribed is obtained, then and in such an event such approval will be subject to Rules and Regulations established from time to time by the Association.

C. Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

D. Conform to and abide by the By-Laws or uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through, or under him do likewise.

E. Allow the Board of Directors and/or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvement within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions, and easements and the By-Laws of the Association.

F. Signs - No "Sold" or "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements, limited common elements, or units. The right is

OFF. REC. 6854 PAGE 013

reserved to the Developer to place "Sold" or "For Sale" or "For Rent" signs in connection with any unsold or sold or unoccupied units it may from time to time own. The same right is reserved to any institutional fi st mortgagee which may become the owner of a unit and to the Association as to any unit which it may own.

G. Not make or cause any structural alterations to and in the building, including, but not limited to, enclosing or screening of terrace of any unit, or removal of any additions or improvements or fixtures from the building, or do any act that will impair the structural soundness of the building without first obtaining the prior written consent of the Developer and the Association.

H. Make no repairs to any plumbing or electrical wiring or air conditioning and heating systems except by personnel authorized to do such work by the Board of Directors of the Association. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the common elements. All repairs for repair, maintenance and replacement of air conditioning and heating systems regardless of location shall be the responsibility of the unit owner involved in such repair or replacement.

I. Not cause to be constructed or built any additional air conditioning or fan equipment attached to walls, windows, or doors or displayed in such a manner as to be seen from the outside of the building.

J. Not cover by shutters, screens, or otherwise any windows, doors, terraces or walkways of his unit without first obtaining the prior written consent of the Developer and the Association.

K. Children - No persons who have not yet attained eight (8) years of age shall be permitted to reside upon the Condominium units, except that children under such age may be permitted to visit and temporarily reside thereon, provided that such temporary residence shall not exceed sixty (60) days in any one calendar year or sixty (60) days within any consecutive twelve (12) month period, whichever may provide the least permissible residence.

L. Proviso - Provided, however, that until the Developer has completed and sold all the units of the Condominium, neither the unit owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold units and the common areas as may facilitate such completion

OFF. REC. 6854 PAGE 011

and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and visual promotional materials. The Developer may use unsold units as model units or as sales office for display purposes to prospective condominium purchasers. The Developer shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as Developer determines.

17. Conveyances, Sales, Rentals, Leases and Transfers. In order to insure the community of congenial residents and thus protect the value of the units, the sale, leasing, rental, and transfer of units by any owner, other than the Developer, shall be subject to the following provisions:

A. Conveyances, Sales and Transfers - Prior to the sale, conveyance, or transfer of any residential condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance, or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days, the Board of Directors of the Association shall either approve or disapprove of a proposed sale, transfer, or conveyance, in writing, and shall notify the owner of its decision. In the event the Board of Directors shall fail to approve or disapprove of a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors disapproves the proposed sale, conveyance, or transfer, and if a member still desires to consummate such sale, conveyance, or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the secretary of the Association of his intention to sell, convey or transfer on a certain date, together with the price and other terms thereof, and the Association shall promptly notify the members of the Association of the date, price, and terms. Any member shall have the first right over the prospective purchaser to accept such sale or transfer at the price and on the terms contained in the notice, provided that they so notify the secretary of the Association, in writing, of the acceptance at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the secretary of the Association ten per cent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the owner. In the event no members of the Association accept first right of purchase as aforedescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will accept the transaction upon the price and upon the terms contained in the notice, provided the Association must (10)

OFF. REC. 6854 PAGE 0[illegible]

days before the date of the intended sale or transfer, notifies the owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association as a good faith deposit for the intended sale. In the event the member giving notice receives acceptance from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice received no written notice from any member of the Association accepting his price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the day of sale or transfer, then that member may complete the sale or transfer on the day and at the price and terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended, and immediately after such reimbursement said purchaser or transferee shall convey all of his right, title and interest to the member or members making the redemption.

An affidavit of the secretary of the Association stating that the Board of Directors approved in all respects on a certain date the sale or transfer of a condominium parcel to certain persons shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit the redemption rights herein afforded the members shall terminate.

An affidavit of the secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors disapproved or failed to act on such proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with, and that the sale or transfer of a particular condominium parcel to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the person's title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms, and date stated in the notice given to the secretary, but one hundred twenty (120) days after the date of the notice to the Board of Directors as stated in the affidavit the redemption rights herein afforded the members shall terminate.

OFF. REC. 6854 PAGE 616

B. Rental or Lease - A condominium parcel shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Board of Directors shall have the right to require that a substantially uniform form of lease be used.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration, and either the lessee or the member shall have the right to use the recreational facilities to the exclusion of the party not using same.

Completely apart from and in addition to the Association's right to pass on and approve or disapprove of any such attempted lease on any condominium unit, is the right of the Association hereby given and granted of first refusal to lease any condominium unit offered for lease by any member of the Association. Accordingly, no owner of a condominium unit shall lease same to any party without first giving the Association notice in writing of such lease as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said condominium unit on the same terms and conditions as those contained in any bona fide offer which the owner of such condominium unit may have received for the lease of his said condominium unit. If the Association is desirous of exercising its option to lease said condominium unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the owner of said condominium unit desiring to lease the same of the exercise by the Association of its election to so lease said condominium unit, such notice to be in writing and sent by certified mail to said owner within fifteen (15) days from receipt by the Association of the owner's notice to said Association as hereinabove required. If the Association has elected to lease such condominium unit, then, upon notifying the owner of such condominium unit of its election to lease said condominium unit, the Association shall execute a lease and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the Association does not, within fifteen (15) days after notice to it from the owner, exercise its right of first refusal herein granted the owner may lease the condominium unit to the proposed lessee, provided that the Association has approved of the lessee as hereinabove stated. If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease any condominium unit to be exercised in its name for itself or for a party approved by said Board of Directors.

C. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

OFF. REC. 6854 PAGE 617

D. In the case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons other than the surviving spouse or members of his family, as aforedescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforedescribed, the Board of Directors of the Association shall, within thirty (30) days of proper evidence or rightful designation served upon the president or any other officer of the Association; or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owners of the condominium parcel. If the Board of Directors of the Association shall consent, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase or to furnish a purchaser, for cash, the said condominium parcel at the then fair market value thereof. Should the parties fail to agree on the value of such condominium parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for Broward County, Florida, upon ten (10) days' Notice, on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representatives of the deceased owner out of the amount realized from the sale of said condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser of said condominium parcel within such period, and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel; or such person or persons or the legal representative of the deceased owner may sell the said condominium parcel, but such sale shall be subject in all other respects to the provisions of this enabling Declaration and the By-Laws of the Association.

OFF. REC. 6854 PAGE 613

E. Mortgage - No parcel owner may mortgage his parcel or any interest therein without the approval of the Association, except to an institutional mortgagee. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

F. Any sale, mortgage or lease not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Association.

G. There shall be deposited and delivered to the Association a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or of transfer, gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee. It is understood that no fee shall be charged in connection with a transfer or approval in excess of the expenditures reasonably required for credit report expenses, and this expense shall not exceed fifty dollars ($50.00). No charge shall be made in connection with an extension or renewal of a lease.

H. The foregoing provisions of this paragraph 17 shall not apply to transfer by a unit owner to his or her spouse or (if a unit is owned by a form of co-tenancy) to transfer from one co-tenant to the above co-tenant(s).

I. The Board of Directors of the Association shall have the right to withhold consent and approval of prospective unit owners or lessees, to any lease, sale, transfer, conveyance, bequest, devise or otherwise in the event those prospective unit owners or lessees by being such a unit owner or lessee would automatically violate or breach a term, condition, restriction, rule or regulation, or covenant under this Declaration or Exhibits hereto.

J. The foregoing provisions of this paragraph 17 shall not apply to a transfer to or purchase by an institutional mortgagee that acquires its title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by an institutional mortgagee that so acquires its title; nor shall such provisions apply to a transfer, sale, or lease by a 'bulk grantee' of an institutional mortgagee that so acquires its title as a result of owning a mortgage upon the unit concerned. A 'bulk grantee' is defined as a grantee acquiring five or more units from said institutional mortgagee. The assignee of a mortgage originally taken by an institutional mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to said institutional mortgagee. 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 provided by law, such

OFF. REC. 6854 PAGE 619

as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Developer, or any person who is an officer, stockholder or Director of the Developer, and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a unit without complying with the provisions of this paragraph 17, and without the approval of the Association, and without payment of any screening fee.

K. Notwithstanding anything herein to the contrary, the Developer shall have the right of first refusal to purchase any unit which the members or Association shall have the right to purchase upon the same price and at the same terms available to the Association or members; such right of first refusal to continue until such time as the Developer shall have completed, sold and closed on the sale of all units in the Condominium, or until three (3) years after the recordation of this Declaration, whichever shall first occur.

18. Restraint upon Separation and Partition. Any transfer of a condominium parcel must include all elements thereof as aforedescribed and appurtenances thereto whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements, the unit, and his Association membership. Recognizing that the proper use of a condominium parcel by an owner or owners is dependent upon the use and enjoyment of the common elements in common with the owners of all other condominium units, and that it is in the interest of all owners of condominium parcels that the ownership of the common elements be retained in common by the owners of condominium parcels in the Condominium, it is declared that the percentage of the undivided interest in the common elements appurtenant to each condominium parcel shall remain undivided and no unit owner shall bring any action for partition or division.

19. 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 rules 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 attorneys' fees as may be awarded by the court, provided no attorneys' fees may be recovered against the Association in such action.

ORB. REC. 6854 PAGE 020

In addition to the foregoing, if a unit owner fails to comply with the terms of this Declaration, the By-Laws, and/or the rules and regulations adopted pursuant thereto, as they may be amended from time to time, and as a result of such failure it becomes necessary for either the Association or its agent to employ an attorney in order to insure that the unit owner complies with his said obligation, then and in such event the unit owner will be obligated to reimburse the Association for the costs of such attorneys' fees, regardless of whether or not suit may be instituted.

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

21. Assignability of Rights of Developer. The rights and privileges reserved in this Declaration of Condominium, and in Exhibits hereto, in favor of the Developer, are assignable by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights in its behalf.

22. Type of Ownership. Ownership of each Residential condominium parcel shall be by warranty deed from the Developer conveying fee simple title to each condominium unit and the undivided share in all other improvements appurtenant to such unit. There shall be included in each parcel the undivided share in the common elements as aforedescribed. The form of Warranty Deed is attached hereto as Exhibit F.

23. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium and the Charter and By-Laws of the Association may be amended in the following manner:

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

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

(a) Not less than sixty-six and two thirds (66 2/3%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association or

OFF. REC. 0854 PAGE 621

(b) Not less than seventy-five (75%) percent of the votes of the entire membership of the Association, or,

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners 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.

Proviso. Provided however:

(1) That no amendment shall be made or be valid which shall in any manner impair the security of any institutional mortgagee having a mortgage or other lien against any condominium parcel, or shall in any manner impair the security of the Owner's interest under the Land Use Agreement. Any such amendment shall be conclusively presumed to impair the security of the Owner's interest under the Land Use Agreement unless the approval of the said Owner is expressly noted thereon in writing.

(2) That no amendment shall be made increasing or decreasing a unit owner's percentage of ownership in the common elements as hereinabove stated, unless the unit owner or unit owners so affected and all record owners of liens thereon shall join in the execution of the amendment.

(3) No provisions of Paragraph 15 of this Declaration may be changed without the written consent and approval of ninety (90%) percent of all institutional mortgagees of record of this Condominium.

(4) No amendment shall be made or be valid so long as the Developer is the owner of any unit within the Condominium unless the approval of the Developer is expressly noted thereon in writing except that this clause (4) shall not be applicable or in force after December 31, 1977.

(5) No provisions of Paragraph 8 (a) of this Declaration may be changed, altered or modified without the written consent and approval of all unit owners and their mortgagees.

(6) Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Developer may amend this Declaration as aforedescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of Broward County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference

OFF. REC. 6854 PAGE 022

to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors or mortgagees of units of the Condominium whether or not elsewhere required for amendments. However, as part and parcel of any such amendment as provided for in this subparagraph, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died, then in that event any other party having personal knowledge of the incorrect legal description by reason of the scrivener's or surveyor's error may execute the required affidavit for the amendment provided for herein.

(7) In the event it shall appear that there is an error or omission in this Declaration or exhibits thereto, then and in that event the Association may correct such error and/or omission by an amendment to this Declaration in the manner hereinafter described to effectuate an amendment for the purpose of curing defects, errors or omissions. Such an amendment shall not require a vote of approval as provided in Paragraphs 23A and B above but shall require a vote in the following manner:

I. Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such proposed amendment is to be considered.

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

(a) Not less than thirty-three and one-third (33 1/3%) percent of the entire membership of the Board of Directors and by not less than ten (10%) percent of the votes of the entire membership of the Condominium, or

OFF. REC. 6854 PAGE 623

(b) Not less than twenty-five (25%) percent of the votes of the entire membership of the Association, or

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners 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.

III. The foregoing provisions relating to amendments for defects, errors or omissions is in accordance with and pursuant to Florida Statute Section 711.72(1) created by Laws of Florida Chapter 74-104(17).

(8) No amendment shall be made or be valid which would in any way affect the liability or duties of the Association or the Owner under the Land Use Agreement unless the approval of the Owner is expressly noted thereon in writing.

(C) A copy of each amendment shall be certified by the president or vice-president and secretary or assistant secretary or treasurer of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Broward County, Florida.

24. Termination. This Condominium may be voluntarily terminated in the manner provided for in Section 16 of the Condominium Act at any time. In addition thereto, when there has been "very substantial" damage, as defined in Article 15.B(6) above, this Condominium shall be subject to termination, as provided in said Article 15.B(6) above. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the members of the Association pursuant to notice and is approved in writing within ninety (90) days of the said meeting by three-fourths (3/4) of the total vote of the members of the Association and all institutional mortgagees, then the Association and the approving owners shall have an option to purchase all of the parcels of the other non-consentive owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

OFF. REC. 6854 PAGE 624

A. Exercise of Option: An agreement to purchase, executed by the Association and/or the record owners of the condominium parcels who will participate in the purchase shall be delivered, by personal delivery, or mailed by certified mail or registered mail to each of the record owners of the condominium parcels to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all parcels owned by 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 the purchaser within sixty (60) days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by appraisers appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, on the petition of the Seller. The expenses of appraisal shall be paid by the purchaser.

C. Payment: The purchase price shall be paid in cash.

D. Closing: The sale shall be closed within sixty (60) days following the determination of the sale price.

25. Apartment Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

A. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundaries - The horizontal plane of the undecorated finished ceiling.

(2) Lower Boundaries - The horizontal plane of the undecorated finished floor.

B. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, terrace or canopy, the perimetrical boundaries shall be extended to include the same.

OFF. REC. 6854 PAGE 623

26. Rights Reserved unto Institutional Mortgagees. So long as any institutional mortgagee or institutional mortgagees shall hold any mortgage upon any condominium parcel or condominium parcels, or shall be the owner of any condominium parcel or condominium parcels, such institutional mortgagee or institutional mortgagees shall have the following rights, to wit:

A. To be furnished with at least one copy of the annual financial statement and report of the Association, prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year.

B. To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

C. To be given notice of default by any member owning any condominium parcel encumbered by a mortgage held by any institutional mortgagee or institutional mortgagees, such notice to be given in writing and to be sent to the principal office of such institutional mortgagee or institutional mortgagees, or to the place which it or they may designate in writing to the Association.

OFF. REC. 6854 PAGE 625

D. To cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to each institutional mortgagee or institutional mortgagees a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The Insurance Trustee designated by the Association shall be the escrow depository for purposes hereof, or the Board of Directors of the Association may designate any institutional mortgagee interested in the Condominium to act in such capacity.

Whenever any institutional mortgagee or institutional mortgagees desire the provisions of this Article to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, which written notices shall identify the condominium parcel or condominium parcels upon which any such institutional mortgagee or institutional mortgagees hold any mortgage or mortgages, or identifying any condominium parcel owned by them, or any of them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the Association to such institutional mortgagee or institutional mortgagees.

Premiums for insurance required to be placed by the Association shall be a common expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the institutional mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, then said institutional mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the moneys so advanced, plus interest thereon at the highest legal rate, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against individual unit owners for the payment of such items of common expense.

OFF. REC. 6854 PAGE 027

If two (2) or more institutional mortgagees hold any mortgage or mortgages upon any condominium parcel or condominium parcels, and/or shall be the owner of any condominium parcel or condominium parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the institutional mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, and the decision of such institutional mortgagee shall be controlling.

27. Covenants. All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration.

28. Restrictions and Easements. The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the Condominium property nor unreasonably interfering with the enjoyment of the Condominium property by the Association's members.

This Condominium is a multi-phase Condominium project as heretofore described in this Declaration and, accordingly, licenses, easements and/or rights of way established by the Developer or the Association either prior to date of recording of this Declaration or subsequent thereto or as included in this Declaration for pedestrian or vehicular traffic or for United States Post Office authorities or for utility easements, services or drainage shall be not only for the use of unit owners in this Condominium but also for the use and benefit of unit owners and land owners of the land in Exhibit H hereto, their mortgagees, heirs, successors, personal representatives and assigns.

OFF. REC. 8854 PAGE 023

It is understood that certain portions of the Project Lands, from time to time, be set aside and designated for use as an interior private road system, pedestrian walkways, automobile parking areas and landscaped areas for the common use and benefit of all unit owners or tenants, their mortgagees, and guests, invitees, employees and the Developer in the Project. It is the intention of this Declaration that the portions of the common elements of this Condominium which must be utilized for the above described purposes be subject to the various easements created by this Declaration and all exhibits attached hereto and that the general reservation herein of said easements would fulfill said intent. However, if the intended creation of any or all of the aforesaid easements should fail by reason of the fact that as at the date hereof there is no grantee in being who has the capacity to take and hold the said easements (such as future unit owners in the Project or Land owners of the Land in Exhibit B hereto, their mortgagees, heirs, successors, personal representatives and assigns) by virtue of the reservation and grants of easements attempted to be made herein, then and in such event, any easement, license or right-of-way, not deemed to be created as aforedescribed shall be considered as having been granted directly to the Association for the purpose of allowing the original party to whom the easement or license or right-of-way was originally granted the benefit of said easement or license or right-of-way.

Any easement, whether heretofore or hereafter created under and pursuant to this Declaration of Condominium shall constitute a covenant running with the land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The unit owners of this Condominium do hereby designate the Developer and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

29. Developer's Tenants. It is understood and agreed by all parties hereto and all unit owners that certain units may be occupied by tenants of the Developer under lease agreements heretofore or hereinafter consummated and agreed upon. That any such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements and to use and enjoy on a non-exclusive basis all common elements of the Condominium and the Recreational facilities under the Land Use Agreement without any cost or expense except as may be provided under their lease agreement with the Developer.

30. Invalidation and Operation. Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a condominium parcel, whether by judgment, court order, or statute, shall in nowise affect any of the other provisions, which shall remain in full force and effect.

OFF. REC. 6854 PAGE 659

In the event that any court shall hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

31. Approval and Ratification. Condominium Association, by its execution of this Declaration of Condominium, approves and ratifies all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto. The Condominium unit owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium unit, and other parties by virtue of their occupancy of units, hereby approve and ratify all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto.

32. Reservation of Exclusive Right to Install, Provide and Maintain Pay Television in the Condominium Property and Recreational Facilities. Developer anticipates that certain systems may be developed, including, but not limited to, Community Antenna Television, which will permit the transmission of a pay television picture to the Condominium units of this Condominium and to the recreational areas. The Condominium Association and each unit owner in this Condominium do hereby give and grant unto the Developer and the Developer does hereby reserve unto itself for a thirty-five (35) year term, commencing with the date hereof, the exclusive right and privilege to install, provide and maintain any or all present or future systems which are or may be developed for the purpose of transmitting a pay television picture into the Condominium units of this Condominium which desire such service and into the improvements of the recreational areas. Developer does further reserve such easements over, under, across and through the Condominium property and for cables and other equipment as may be reasonably necessary to provide the transmission of a pay television picture to the Condominium and recreational areas. Developer further reserves the unrestricted right to assign, transfer and convey the exclusive right, privilege and easement herein reserved. For the term of this reservation, the Condominium Association charged with the management of this Condominium and each unit owner in this Condominium, his successors and assigns, shall be prohibited from entering into any contract or agreement to provide pay television service with any party other than Developer, or its assigns, which said prohibition shall be enforceable by injunction in a court of appropriate jurisdiction in Broward County, Florida.

33. Warranties. The Developer does not warrant to the Association or the unit owners the construction of, or any part of, the Condominium property, common elements or units, save and except any express written warranties delivered by the Developer in writing to unit owners; and any and all implied warranties, including warranties of merchantability

OR. REC. 6854 PAGE 03

and fitness for use, are hereby specifically disclaimed. Developer further disclaims any intent to have made any warranty or representation in connection with the condominium documents except as specifically set forth herein, and no person shall rely upon any warranty or representation not so specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed.

34. Execution of Documents Required by City of Plantation or Broward County, Florida. The Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by the City of Plantation or Broward County, Florida. To the extent that said documents require the joinder of any or all property owners in this Condominium each of said owners, by virtue of his acceptance of a Warranty Deed to his Condominium unit, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

35. Land Use Agreement. Pursuant to Florida Statute 711.121, the Association has entered into a Land Use Agreement, referred to as such, with the Developer. Pursuant to the Land Use Agreement the Association has acquired an interest in and to the recreational facilities, lands, and improvements described thereunder including the right to use the same until such time as such recreational facilities, lands, and improvements are conveyed to the Association as provided by the terms thereof. In accordance with Florida Statute 711.121 and the Land Use Agreement, all monies due and to become due under the provisions of the Land Use Agreement for the full term of said Land Use Agreement, and upon the conveyance to the Association of the ownership of the recreational facilities and improvements, and thereafter are declared to be common expenses of the Condominium.

The Developer and the Association, by their execution of this Declaration of Condominium, and each unit owner, by virtue of their taking title to a condominium unit, agree that notwithstanding the fact that the Land Use Agreement is attached to this Declaration of Condominium, and was recorded in the Public Records subsequent or simultaneous to the recording of this Declaration of Condominum, that said Land Use Agreement shall be deemed to have been recorded in the Public Records prior to the recording of this Declaration of Condominium.

Each unit owner agrees to be bound by the terms and conditions of said Land Use Agreement and agrees to make payment to the Association of his share of the monies due, pursuant to and in the amount of proportion, or percentage amount, if

OFF. REC. 6854 PAGE 031

so stated, as specified in the Land Use Agreement and this Declaration of Condominium. It shall be mandatory for each unit owner to make his pro rata payments of the foregoing expenses, as assessed by the condominium association, as part of the common expense, regardless of whether or not said unit owner uses the recreational facilities.

Neither the recreational facilities, lands, and improvements described under the Land Use Agreement nor the Association nor its members' rights thereto shall be deemed a part of the Condominium property of the Condominium created by virtue of this Declaration of Condominium.

The Land Use Agreement will permit each owner or lessee of each unit in the Project to have the right, privilege, access, and use of the recreational facilities thereunder. The Land Use Agreement has been entered into for the use and benefit of all unit owners in this condominium and the lessees or unit owners of all other condominiums or rental type apartment buildings in the Project.

Each unit owner in this Condominium and each unit owner or lessee in all other buildings in the Project shall be entitled to the use and enjoyment of the recreational facilities under said Land Use Agreement, subject to the Rules and Regulations as promulgated by the Association. However, all such Rules and Regulations shall be subject to the approval of the owner under the Land Use Agreement, and the paramount right of Owner to enact, adopt, and amend the same.

In order to secure the faithful performance of the Association's obligation to the Owner under the Land Use Agreement, each unit owner shall pledge and grant a lien upon his full interest in the subject condominium in favor of the said Owner as set forth in said Land Use Agreement, which lien shall be effective only upon the recordation thereof as described in the Land Use Agreement.

The Land Use Agreement may be amended by an instrument in writing, executed by the Owner and the Condominium Association, by and through its Board of Directors, except there shall be no Amendment affecting the Land Use Agreement which would impair the rights of unit owners to the use and enjoyment of the recreational facilities, without the unit owners so affected, and all record owners of Institutional First Mortgagees thereon, joining in the execution of said Amendment. The aforesaid Amendment shall be duly recorded in the Public Records of Broward County, Florida, and the recording of said Amendment shall constitute an Amendment to this Declaration of Condominium as to the provisions herein relative to said Land Use Agreement. Where the Developer continues to hold title to Condominium units in this Condominium at the time of a proposed Amendment as set forth in this paragraph, the approval of the Developer shall be required. No Amendment, as set forth in this paragraph, shall change the

OR REC. 6854 PAGE 002

provisions of the Land Use Agreement or this Declaration with respect to Institutional First Mortgagees. The Board of Directors of the Condominium Association are empowered and authorized, without the approval of the unit owners, to amend the Land Use Agreement and this Declaration as contemplated in this paragraph. This paragraph is paramount to and supersedes paragraph 23 of this Declaration as to the matters set forth in this paragraph.

It is specifically recognized that the Owner under the Land Use Agreement may control the original Board of Directors and officers of the Association and that such circumstances shall not, and cannot, be construed or considered as a breach of his duties to the Association nor as possible grounds to invalidate such Land Use Agreement in whole or in part.

Whenever any of the provisions of the Land Use Agreement shall be in conflict with the provisions of this Declaration, then the provisions of the Land Use Agreement shall be controlling.

Each unit owner, his heirs, personal representatives, successors, and assigns, shall be bound by said Land Use Agreement to the same extent and effect as if he had executed said Land Use Agreement for the purpose therein expressed, including but not limited to:

(a) Adopting, ratifying, confirming and consenting to the execution of the Land Use Agreement by the Association;

(b) Covenanting and promising to perform each and every of the covenants, promises, and undertakings to be performed by unit owners in the cases provided therefor in said Land Use Agreement;

(c) Ratifying, confirming, and approving each and every provision of said Land Use Agreement and acknowledging that all of the terms and provisions thereof, are reasonable;

(d) Agreeing that the persons acting as directors and officers of the Association in the acquisition of such interest under the Land Use Agreement have not breached any of their duties or obligations to the Association;

(e) Subjecting all of his right, title and interest in his Condominium parcel and tangible personal property therein to the lien rights granted to the Owner under the said Land Use Agreement.

OFF. REC. 6854 PAGE 623

36. Developer's Right to Continue Construction. Developer reserves the inalienable right to complete the construction of the Project, each phase and recreational areas for the Project, notwithstanding that a unit owner has closed title to his individual unit.

37. Notices. Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by certified mail, return receipt requested, at their place of residence in the condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by certified mail, return receipt requested, at the primary office of the Association at 6625 West Broward Boulevard, Plantation, Florida 33314. Notices to the Developer shall be delivered by certified mail, return receipt requested, at 6625 West Broward Boulevard, Plantation, Florida 33314. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

38. Interpretation. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to wit: Chapter 711 of the Florida Statutes, as amended.

IN WITNESS WHEREOF, the Developer, PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, has caused these presents to be signed in its name by its President and its corporate seal affixed, and attested by its Secretary, this 23rd day of December, 1976, at North Miami Beach, Dade County, Florida.

Witness:

PLANTATION CLUB DEVELOPMENT CORP.
a Florida corporation

[Seal]

By _____
President

Attest: _____
Secretary

OFF. REC. 6854 PAGE 624

FOR GOOD AND VALUABLE CONSIDERATIONS, receipt of which is hereby acknowledged, PLANTATION CLUB ASSOCIATION, INC., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, PLANTATION CLUB ASSOCIATION, INC. has this 23rd day of December, 1976, caused these presents to be signed in its name by its President and its corporate seal affixed and attested by its Secretary, at North Miami Beach, Dade County, Florida.

PLANTATION CLUB ASSOCIATION, INC.
a Florida Non-Profit Corporation

Witnesses:

By _____ (seal)
President

Attest:

Secretary

STATE OF FLORIDA)
: ss.:
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 RICHARD J. BLOCK and BERNARD SULTAN, well known to me to be the President and Secretary, respectively, of PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, and that they severally acknowledged executing same in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in them by PLANTATION CLUB DEVELOPMENT CORP., and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 23rd day of December, 1976.

Notary Public, State of Florida
at large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 19, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

REC 0854 PAGE 035

STATE OF FLORIDA)
: ss.:
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 RICHARD J. BLOCK and BERNARD SULTAN, well known to me to be the President and Secretary, respectively of PLANTATION CLUB ASSOCIATION, INC., a Florida non-profit corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under the authority duly vested in them by PLANTATION CLUB ASSOCIATION, INC., and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 29th day of December, 1976.

Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 10, 1977
BONDED THRU MICHAEL BROWN AGENCY, INC.

OFF. REC. 6854 PAGE 635

EXHIBIT "A"

TO THE DECLARATION OF

PLANTATION CLUB C

A CONDOMINIUM

LEGAL DESCRIPTION

DESCRIPTION OF PLANTATION CLUB C, A CONDOMINIUM

A portion of Lot 1, "Plantation Club" according to the Plat thereof recorded in Plat Book 80 at Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1; thence run West 413.99 feet along the North line of said Lot 1; thence run South 35.00 feet; thence run West 6.00 feet; thence run South 30.00 feet; thence run West 10.10 feet; thence run South 41.94 feet; thence run S 45°-00'-00"E 57.00 feet; thence run East 161.00 feet; thence run South 33.00 feet; thence run East 63.95 feet; thence run South 24.04 feet; thence run S 45°-00'-00"E 68.32 feet; thence run East 47.10 feet; thence run N 1°-38'-40"W 68.10 feet; thence run N 88°-21'-20"E 76.65 feet to a point on the East line of said Lot 1; thence run N 1°-38'-40"W, 182.40 feet along the East line of said Lot 1 to the Point of Beginning.

OFF. REC. 6854 PAGE 637

EXHIBIT "B"

TO THE DECLARATION OF

PLANTATION CLUB C

A Condominium

(Same being a Survey of the land submitted to Condominium ownership hereunder [the foregoing land is described in Exhibit A to this Declaration], together with a graphic description of the improvements now located upon said lands and a Plot Plan thereof which together with the Declaration to which this is attached, identifies the Common Elements and each Condominium Unit and their relative locations and approximate dimensions.)

OFF. REC. 6854 PAGE 033

EXHIBIT "C"

TO THE DECLARATION OF

PLANTATION CLUB C

A CONDOMINIUM

UNIT NUMBER	PERCENTAGE
100-C	1.36
101-C	1.97
102-C	1.97
103-C	1.97
104-C	1.97
105-C	1.97
106-C	1.97
107-C	1.97
108-C	1.97
109-C	1.97
110-C	1.97
111-C	1.97
112-C	1.97
200-C	1.36
201-C	1.97
202-C	1.97
203-C	1.97
204-C	1.97
205-C	1.97
206-C	1.97
207-C	1.97
208-C	1.97
209-C	1.97
210-C	1.97
211-C	1.97
212-C	1.97
300-C	1.36
301-C	1.97
302-C	1.97
303-C	1.97
304-C	1.97
305-C	1.97
306-C	1.97
307-C	1.97
308-C	1.97
309-C	1.97
310-C	1.97
311-C	1.97
312-C	1.97
400-C	1.36
401-C	1.97
402-C	1.97
403-C	1.97
404-C	1.97
405-C	1.97
406-C	1.97
407-C	1.97
408-C	1.97
409-C	1.97
410-C	1.97
411-C	1.97
412-C	1.97

ORB REC. 6854 PAGE 020

EXHIBIT "D"

TO THE DECLARATION OF

PLANTATION CLUB C

A CONDOMINIUM

BEING THE BY-LAWS OF

PLANTATION CLUB ASSOCIATION, INC.

OR REC. 6854 PAGE 640

BY-LAWS

- of -

PLANTATION CLUB ASSOCIATION, INC.

A Florida no-stock, non- profit

Membership Corporation

ARTICLE I

GENERAL

Section 1. The Name: The name of the corporation shall be PLANTATION CLUB ASSOCIATION, INC., hereinafter referred to as "the Association".

Section 2. Principal Office: The principal office of the corporation shall be at 6625 West Broward Boulevard, Plantation, Florida, 33314, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Identity: That in addition to the within By-Laws being the By-Laws of the Association, these By-Laws are established pursuant to the Florida Condominium Act, Chapter 711, Florida Statutes, 1963, as amended, for the purpose of administering, operating, and managing all condominiums submitted to condominium ownership within PLANTATION CLUB Project hereinafter referred to as Complex or Project.

Section 4. Definition: As used herein, the term "corporation" shall be the equivalent of "association", and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of PLANTATION CLUB A, a Condominium.

ARTICLE II

DIRECTORS

Section 1. Number and Term: The number of directors which shall constitute the whole board shall not be less than three (3) nor more than nine (9). 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.

OFF. REC. 0854 PAGE 041

Section 2. Representation: After the initial Board of Directors within the limits above specified the number of directors shall be determined as follows:

A. Upon the first election of directors, three (3) directors at large shall be elected plus a number equal to the total number of condominiums in existence at that time which were created under a recorded Declaration of Condominium and for which this association is designated as the entity responsible for their operation so that in addition to the three (3) directors elected at large each condominium as described above will have at least one representative on the Board of Directors (which representatives will hereinafter be referred to as resident directors).

B. Resident directors shall be elected solely by the members of each condominium who are the only members entitled to vote for their respective resident director.

C. Directors at large shall be elected by the membership of the Association at large.

D. Each member of the Board of Directors shall have equal powers, rights and obligations without regard as to whether or not they were elected at large or by a separate class.

E. After the first election of directors at each election thereafter the number of directors to be elected will be the same as the preceding number of directors plus one resident director for any additional condominium for which the Association was designated as the entity responsible for its operation which is created in the interim between elections.

OFF. REC. 6854 PAGE 642

Proviso:

Notwithstanding anything to the contrary set forth herein, the first election of directors shall not be held until one hundred and twenty (120) days subsequent to the date on which PLANTATION CLUB DEVELOPMENT CORP., hereinafter called "the Developer", has closed the sales of two hundred (200) condominium units in PLANTATION CLUB Project, or until the Developer voluntarily elects to terminate its control of the Association or until December 31, 1977, whichever of such events shall first occur, and until that time the original directors of the corporation, all of whom are controlled by the Developer, shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer.

Section 3. Vacancy and Replacement. If the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office, or otherwise, a 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 4. Removal. Directors, other than the first Board of Directors, may be removed for cause by an affirmative vote of a majority of the members. No director shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever, except for the first or initial Board of Directors.

Section 5. First Board of Directors. The first Board of Directors shall consist of RICHARD J. BLOCK, BERNARD SULTAN and MORRIE COURTNEY, who shall hold office and shall reasonably exercise all powers of the Board of Directors until the first election of directors, anything herein to the contrary notwithstanding; provided that any and all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 6. Powers. The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include but not be limited to, the following items:

A. To make and collect assessments and establish the time within which payment of same are due;

B. To use and expend the assessments collected, to maintain, care for, and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for, and preserved by the unit owners;

OFF. REC. 6854 PAGE 623

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

D. To enter into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation;

E. To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable;

F. To collect delinquent assessments by suit or otherwise, abate nuisances, and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration; to employ, contract with, retain and pay attorneys and accountants in connection with the business of the corporation.

G. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or an apartment house manager who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building. To employ workmen, janitors and gardeners, and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed desirable, and generally, to have the powers of an apartment house manager in connection with the matters hereinbefore set forth;

H. To make reasonable rules and regulations for the occupancy of the condominium parcels;

I. To acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation, or other use and benefit of the unit owners, and to declare expenses in connection therewith to be common expenses; all in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the corporation, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

J. To approve or disapprove proposed purchasers and lessees of condominium parcels in the manner which may be specified in the Declaration of Condominium.

OFF. REC. 6851 PAGE 0[illegible]

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 meeting of the members, and immediately after the adjournment of same.

B. No notice of a Board of Directors meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual, or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board of Directors shall be required.

C. Special meetings of the Board may be called by the president on five (5) days' notice to each Director. Special meetings shall be called by the secretary and president in a like manner and on like notice on the written request of two (2) 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 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. Order of Business: The order of business at all meetings of the Board shall be as follows:

A. Roll call;
B. Reading of minutes of last meeting;
C. Consideration of communications;
D. Resignations and elections;
E. Reports of officers and employees;
F. Reports of committees;
G. Unfinished business;
H. Original resolutions and new business;
I. Adjournment.

Section 9. Annual Statement: Subsequent to the first election of directors, the Board shall present, not less often than at the annual meetings 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 at the annual meetings.

OFF. REC. 6854 PAGE 615

ARTICLE III

OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be a President, one or more Vice-Presidents, Secretary, Assistant Secretary, and Treasurer; all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation.

Section 2. Appointive Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Election: The Board of Directors at its first meeting after each annual meeting of general members shall elect all officers, none of whom, excepting the President, need be a member of 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.

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 by 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 other officers or agents of the corporation;

Section 6. The Secretary:

A. The secretary shall keep the minutes of the member meetings and of the Board of Directors meetings in one or more books provided for that purpose;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

OFF. REC. 6854 PAGE 615

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each member which shall be furnished to the Secretary by such member;

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Vice President: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 8. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of 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, the Articles of Incorporation and these By-Laws.

B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation;

C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 9. Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful malfeasance or misfeasance 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 interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

OFF. REC. 6854 PAGE 047

Section 10. Vacancies: If the office of any director, or of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term.

Section 11. Resignations: Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. There shall be no stock certificates issued by this corporation. Membership in the corporation shall be limited to the owner of the condominium unit, who shall automatically become a member of said corporation, and said membership shall be an incident of ownership and not separately transferable.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. Transferor, in such instance, shall automatically no longer be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the declaration.

Section 3. Each member shall be entitled to one (1) vote (for each unit which he, she or it owns) in the management of the corporation and, as to the election of directors, shall be entitled to vote as provided for in the Articles of Incorporation. No person will be entitled to vote who is not current with his obligations to the Association.

Section 4. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the corporation, subject to the procedures set forth in the Declaration and these By-Laws.

OFF. REC. 6854 PAGE 043

Section 5. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the corporation, or such other place as may be stated in the notice.

Section 2. Annual Meeting: Regular annual meetings subsequent to the first election of directors shall be held on the second Thursday of February of each succeeding year, at 8:00 P. M., E.S.T., at the office of the Association or such other place as may be stated in the notice, if not a legal holiday; and if a legal holiday, then on the next secular day following.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by 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 office of the corporation and shall be open to examination by any member throughout such time.

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 shall be called by the president or secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of one-third (1/3) of the members. Such request shall state the purpose or purposes of the proposed meeting;

B. Notwithstanding the foregoing, there can be no special meetings of members prior to the first election of directors unless a majority of the first Board of Directors requests same;

OFF. REC. 0854 PAGE 049

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 4. Quorum: Fifty-One percent (51%) 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, 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 time, 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 5. 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 a written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the Florida Statutes, by the Declaration, the Certificate of Incorporation, 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 6. 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 subsequent adjourned meetings thereof.

Section 7. Waiver and consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes or 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 of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 8. Order of Business: The order of business at annual members' meetings, and as for as practical at all other members' meetings, shall be:

(a) Calling of the roll and certifying of proxies;
(b) Proof of Notice of Meeting or Waiver of Notice;
(c) Reading and disposal of any unapproved minutes;
(d) Reports of Officers;
(e) Reports of committees;
(f) Election of directors;
(g) Unfinished business;
(h) New Business;
(i) Adjournment;

OFF. REC. 6854 PAGE 050

Section 9. Proviso: Provided, however, that until the Developer of the Condominium has completed and sold 200 of the condominium units in the PLANTATION CLUB Project, or until December 31, 1977, or until the Developer elects to terminate its control of the Association, whichever shall first occur, there shall be no meeting of members of the Association unless a meeting is called by the Board of Directors of the Association.

Section 10. Parliamentary Rules: Roberts Rules of Order (latest edition), shall govern the conduct of the Association meetings when not in conflict with the Condiminium Act, Declaration of Condominium, or these By-Laws.

ARTICLE VI

NOTICES

Section 1. Definition: Whenever under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, 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 post-paid, sealed wrapper, addressed as appears on the books of the corporation.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, 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. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the corporation.

Section 2. Accounts: The funds and expenditures of the Association shall be credited and charged in accordance with and pursuant to the Declarations of Condominium of Condominiums within PLANTATION CLUB Project.

Section 3. Acceleration of Assessment Installments Upon Default: If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after the delivery of or the mailing of such notice to the unit owner.

OFF. REC. 6854 PAGE 651

Section 4. The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

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 "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX

RULES AND REGULATIONS

Section 1. As to Common Elements: The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. The Board of Directors shall from time to time post in a conspicuous place on the condominium property, a copy of the rules and regulations adopted from time to time by the Board of Directors.

Section 2. As to Condominium Units: The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property.

Section 3. Building Rules and Regulations: The building rules and regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said building rules and regulations are as follows:

OFF. REC. 6854 PAGE 052

A. The condominium units shall be used only for residential purposes.

B. Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property;

C. The use of the condominium units shall be consistent with the existing law, these restrictions, and so long as such use does not constitute a nuisance;

D. Condominium units may not be used for business use or for any commercial use whatsoever.

E. Children who are the guests of residents shall not be permitted to play in the walks, corridors, elevators, stairways of any condominium building or in any form or fashion disturb the quiet enjoyment of owners.

F. Common elements shall not be obstructed, littered, defaced or misused in any manner.

G. No structural changes or alterations shall be made in any unit, or to any of the common elements, except upon approval of the Board of Directors or as provided in the Declaration of Condominium.

H. All of the restrictions, limitations and obligations of members as provided in the Declaration of Condominium are incorporated herein by reference but not by way of limitation.

I. The Owner shall not cause or permit anything to be hung or displayed on the outside of windows of placed on the outside of walls of a building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, or any part thereof except upon the approval of the Board of Directors or unless same is provided in the Declaration of Condominium. The owner shall not erect or cause to be erected any outdoor clothes lines.

J. No cooking shall be permitted on any balcony or terrace of a unit.

K. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common elements and/or terraces and/or in any part of the exterior of the building. The common walks and common elements shall be kept free and clear of rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner.

OFF. REC. 6854 PAGE 653

L. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common elements except that baby carriages, bicycles or other personal property may be stored in a common storage area designated for the purpose, and recreational areas may be used for their intended purpose.

M. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property or in any condominium parcel, nor shall any "Sold" or "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the property or in any condominium parcel therein. The right is reserved by the Developer to place "Sold", "For Rent" or "For Sale" signs on any unsold or sold or unoccupied condominium parcels and the right is hereby given to any mortgagee, who may become the owner of any condominium parcel to place such signs on any condominium parcel owned by such mortgagee.

N. Upon acquiring his interest in and to the condominium parcel, each owner will be assigned a parking space in accordance with the Declaration of Condominium.

O. Complaints regarding the service of the condominium shall be made in writing to the Board of Directors.

P. No shades, roll-down shades, roll-up shades, awnings, or covers of any types shall be placed or cover any screen of a terrace, except as specifically authorized in writing by the Board of Directors.

Q. Unit Owners, residents, their families, guests, servants, employees, agents, visitors, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof, into elevator shafts, elevator equipment rooms, or power rooms of any building.

R. There shall not be kept in any unit any inflammable, combustible, or explosive fluid, material, chemical or substance except for normal household use.

S. The use of all recreational facilities shall at all times be subject to such rules and regulations as the Board of Directors may establish.

T. Payments of monthly assessments shall be made at the main administrative offices or at such other places as may be designated from time to time. Payments made in the form of checks, shall be made to the order of PLANTATION CLUB ASSOCIATION, INC. Payment of regular assessments are due on the first day of each month, and if ten (10) or more days late, are subject to late charges, as provided by the Board of Directors.

OFF. REC. 6854 PAGE 671

U. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to send any of such employees upon private business of such unit owner or resident.

ARTICLE X

DEFAULT

A. In the event an owner of a condominium parcel does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors or manager acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed. The corporation shall be entitled to the appointment of a Receiver if it so requests. The corporation shall have the right to bid-in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the corporation may, through its Board of Directors or manager acting in behalf of the corporation or in its own behalf, bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the corporation against a condominium parcel owner, the losing defendants shall pay the costs thereof, together with a reasonable attorney's fee.

If an action or foreclosure is brought against the owner of a condominium parcel for the non-payment of monies due the corporation and, as a result thereof, the interest of the said owner in and to the condominium parcel is sold, then at the time of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the corporation becomes the owner of a condominium parcel by reason of a foreclosure, it shall offer said unit for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the condominium parcel, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the condominium parcel in question.

OFF. REC. 6854 PAGE 655

B. In the event of violation of the provision of the Declaration of Condominium, corporate charter or restrictions and By-Laws, as the same are now or may hereafter be constituted, the corporation, on its own behalf or by and through its Board of Directors or manager, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it or they may deem appropriate.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorney's fee and court costs.

Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the corporation and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of a condominium parcel to give to the corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XI

REGISTERS

Section 1. The secretary of the corporation shall maintain a register in the corporation office showing the names and addresses of members.

Section 2. Any application for the transfer of a membership or for a conveyance of interest in a condominium parcel or a lease of condominium parcel shall be accompanied by a screening-application fee in the amount of one hundred fifty ($150.00) Dollars to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors.

Section 3. The corporation shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to notify the corporation in writing of the pledge or mortgage. In the event notice of default is given any member, under an application provision of the By-Laws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

OFF. REC. 6854 PAGE 076

ARTICLE XII

SURRENDER

In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire and other casualty excepted, and the corporation shall have the right to re-enter and to repossess the owned unit. The member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Broward County, State of Florida, or the United States of America.

ARTICLE XIII

JOINT OWNERSHIP

A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to only one (1) vote or ballot in the management of the affairs of the corporation in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single membership.

ARTICLE XIV

AMENDMENT OF BY-LAWS

These By-Laws may be amended in the manner set forth in the Declaration of Condominium.

Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any class or group of units unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association, with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Broward County, Florida.

OFF. REC. 6854 PAGE 057

ARTICLE XV

LAND USE RECREATIONAL AGREEMENT

The Association has or will enter into a certain agreement for the benefit of its members and unit owners of each of the condominiums in the Project so that they may use certain recreational facilities, lands and improvements, as is further described in the Declaration of Condominium for each of the condominiums of the Project. There is specifically described in each of the Declarations of Condominium a "Land Use Agreement" by and between the Association, and the Developer, by which the Association has acquired an interest in the Recreational Facilities, lands and improvements described thereunder including the right to use the same before such Recreational Facilities, lands and improvements are conveyed to the Association thereunder. Pursuant to the terms of the aforesaid Land Use Agreement described in the Declarations of Condominium (the "Documents"), it is the obligation of each member of the Association individually or through the Association to pay their pro-rata share of the monies due pursuant to such Documents, which obligation, in certain instances, is further secured by a lien upon each member's and unit owner's condominium unit. The Association therefore shall assess pro-rata payments to be made by each of the unit owners as determined by the Board of Directors of the Association to satisfy the obligations of its members under the Documents as a common expense. The Association shall have the right through its Board of Directors, to establish rules and regulations pertaining to the use of various lands, facilities and improvements under said Documents. Further the Association, by action of its Board of Directors, shall have the right to make any amendments and modifications to said Documents as permitted by the Declaration of Condominium, and shall be authorized and shall take such action through its Board of Directors as necessary to represent the interests of its members and the unit owners in connection with the aforedescribed Documents.

ARTICLE XVI

REAL PROPERTY TAXES

It is anticipated that the taxing authorities in taxing for real property taxes shall tax each condominium unit on a separate and distinct basis by forwarding a separate tax bill to each individual condominium parcel owner for his separate unit. In the event the taxing authorities do not tax individually upon each unit and one tax bill is levied, then and in such event the Condominium upon which such tax bill is levied shall divide the tax bill as a common expense for said Condominium and same shall be paid by the individual condominium parcel owner of the Condominium in percentage proportion to his ownership in the common elements as stated in the subject Declaration of Condominium.

O.R. REC. 6854 PAGE 073

ARTICLE XVII

CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of the Declaration shall prevail.

APPROVED AND DECLARED AS THE BY-LAWS OF PLANTATION CLUB ASSOCIATION, INC.

BY _____ (Seal)
President

Attest: _____ (Seal)

OFF. REC. 6854 PAGE 059

EXHIBIT "E"

TO THE DECLARATION OF

PLANTATION CLUB C

A CONDOMINIUM

BEING THE ARTICLES OF
INCORPORATION OF

PLANTATION CLUB ASSOCIATION, INC.

AND

FIRST AMENDMENT TO THE

ARTICLES OF INCORPORATION OF

PLANTATION CLUB ASSOCIATION, INC.

OFF. REC. 6854 PAGE 690

ARTICLES OF INCORPORATION

OF

PLANTATION CLUB ASSOCIATION, INC.

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes 1963, and do certify as follows:

I
NAME

The name of this corporation shall be PLANTATION CLUB ASSOCIATION, INC. For convenience the corporation shall be herein referred to as "the Association".

II
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1963, as amended, hereinafter called the Condominium Act, for the operation of PLANTATION CLUB, a Condominium, located upon the following lands in Broward County, Florida, to wit:

(Legal description attached hereto as Exhibit A and made a part hereof.)

III
POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, and/or the Condominium Act.

2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time.

IV
MEMBERS

The qualification of members, the manner of their admission to membership, the termination of such membership and voting by

O.R. REC. 6854 PAGE 661

members shall be as follows:

1. The record owners of all condominium parcels in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for the subscribers hereto.

2. Membership shall be established by the acquisition of ownership of fee title to or fee interest in a condominium parcel in the Condominium, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Broward County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

3. The share of a member in the funds and assets of the Association, in its common elements and its common surplus, and membership in this Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the unit in his condominium.

4. On all matters upon which the membership shall be entitled to vote, there shall be one vote for each condominium parcel, which vote may be exercised or cast in such manner as may be provided in the By-Laws of the Association. Any person or entity owning more than one apartment shall be entitled to one vote for each apartment he owns.

V
TERM

The term for which this Association is to exist shall be perpetual.

VI
SUBSCRIBERS

The names and residences of the subscribers of these Articles of Incorporation are as follows:

Name	Address
RICHARD J. BLOCK	7000 West 12th Avenue Hialeah, Florida 33012
BERNARD SULTAN	7000 West 12th Avenue Hialeah, Florida 33012
MORRIE COURTNEY	7000 West 12th Avenue Hialeah, Florida 33012

ORB REC. 6854 PAGE 669

VII
BOARD OF DIRECTORS

The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of three directors. The members of the first Board of Directors need not be members of the Association.

Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Notwithstanding the foregoing, the first election of directors shall not be held until PLANTATION CLUB DEVELOPMENT CORP., hereinafter called "the Developer", has closed the sales of two hundred (200) condominium units upon the real property described above or until Developer voluntarily elects to terminate its control of the Association by virtue of the present first Board of Directors resigning at the same time, all of said Directors being controlled by the Developer, or until December 31, 1977, whichever of such events shall first occur. The directors named in these articles shall serve until the first election of directors, and any vacancies in their number occuring before the first election shall be filled by the remaining directors.

The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Name	Address
RICHARD J. BLOCK	7000 West 12th Avenue Hialeah, Florida 33012
BERNARD SULTAN	7000 West 12th Avenue Hialeah, Florida 33012
MORRIE COURTNEY	7000 West 12th Avenue Hialeah, Florida 33012

VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice-President, Secretary and Treasurer, and if any, the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors.

The Board of Directors shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall, from time to time, determine. The President shall be elected from

OFF. REC. 6854 PAGE 603

among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

The names and addresses of the officers who are to serve until their successors are designated by the Board of Directors are as follows:

President	RICHARD J. BLOCK	7000 West 12th Ave. Hialeah, Florida 33012
Vice President	MORRIE COURTNEY	7000 West 12th Ave. Hialeah, Florida 33012
Secretary/ Treasurer	BERNARD SULTAN	7000 West 12th Ave. Hialeah, Florida 33012

IX
INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurring by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful 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 director or officer may be entitled.

X
ADDRESS

The principal office of the corporation shall be located at 6625 West Broward Boulevard, Plantation, Florida 33314, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

OFF. REC. 6854 PAGE 021

XI
BY-LAWS

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

XII
AMENDMENTS

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

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

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

   a. Such approval must be by not less than 66 2/3% of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire members of the Association; or

   b. By not less than 75% of the votes of the entire membership of the Association.

3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon condominium units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the consent and approval of the Developer so long as it shall own one or more units in the Condominium.

4. A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Broward County, Florida.

O.R. REC. 6854 PAGE 033

IN WITNESS WHEREOF, the subscribers have affixed their signatures this _____ day of _____, 1974.

_____
RICHARD J. BLOCK

_____
MORRIE COURTNEY

_____
BERNARD SULTAN

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared RICHARD J. BLOCK, MORRIE COURTNEY and BERNARD SULTAN, who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this _____ day of _____, 1974.

_____
Notary Public, State of Florida at Large

My Commission Expires:

OFF. REC. 6854 PAGE 663

EXHIBIT "A"

TO THE ARTICLES OF

INCORPORATION OF

PLANTATION CLUB ASSOCIATION, INC.

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY:

LOT 1 OF PLANTATION CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 80, AT PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ORB REC. 6854 PAGE 067

FIRST AMENDMENT TO THE

ARTICLES OF INCORPORATION OF

PLANTATION CLUB ASSOCIATION, INC.

The undersigned constituting and being all of the Directors, original subscribers, officers and the full membership of PLANTATION CLUB ASSOCIATION, INC., do hereby unanimously amend the original Articles of Incorporation, dated the 5th day of February, 1974, in the following respects:

1) Delete and strike Article II and substitute in lieu thereof the following:

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1963, as amended, hereinafter called the Condominium Act for the operation of any condominiums which may be established and submitted to condominium ownership in PLANTATION CLUB Project (hereinafter referred to as the "Complex" or the "Project") and for the operation of such recreational lands and improvements as may be owned or subject to regulation by the Association, and for such other matters as set forth in the various Declarations of Condominium of the Project. The Project and the condominiums therein and recreational lands will be located upon the real property described as the Project or Complex Land described as follows: (Legal description attached hereto as Exhibit A and made a part hereof).

2) Add to Article IV, subsections 5 and 6 as follows:

5) The membership in the Association shall be divided into classes, with a class of members for each condominium and with each class having the same name identification as the condominium created by the Declaration for example, in PLANTATION CLUB A, the members shall be PLANTATION CLUB A members. The voting rights or limitation of each class shall be set forth in item (6) of this Article.

6) On all matters as to which the membership shall be entitled to vote, whether at large or by class, as hereinafter provided, there shall be only one vote for each unit, which vote shall be exercised in the manner provided by the Declaration of Condominium and the By-Laws. The matters which require the vote of the membership shall be voted on as follows:

A. Matters relating solely to an individual condominium shall be voted on by the class of members owning condominium parcels in that condominium;

OFF. REC. 6854 PAGE 053

B. Matters relating to more than one individual condominium shall be voted on by the class of members owning condominium parcels in the condominiums involved.

C. Matters relating to or affecting the Association, as a whole, or all of the condominiums, shall be voted on by the membership at large.

The decision as to whether a matter relates to one or more condominiums or to the Association, as a whole, or to all of the Condominiums shall be determined by the Board of Directors, whose decision shall be conclusive; provided however, that no action or resolution which shall require the vote of the membership because of any provision in the Declarations of Condominiums, or in the By-Laws or in Condominium Act, Chapter 711, Florida Statutes, shall be effective with regard to any condominium unless the membership class of that condominium shall have voted on said action or resolution. It should be understood that all condominiums within PLANTATION CLUB Project will be governed under this one Condominium Association; however, the foregoing method of Class Voting under certain circumstances is being employed recognizing that the needs of certain condominiums and their unit owners and members may be unique as to them and not necessarily applicable to the other condominium in the Project.

3) Add on Article XIII as follows:

CONSTRUCTION

All words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of PLANTATION CLUB A, a Condominium.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 19 day of September 1974.

RICHARD J. BLOCK

BERNARD SULTAN

MORRIE COURTNEY

OFF. REC. 6854 PAGE 039

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared RICHARD J. BLOCK, BERNARD SULTAN AND MORRIE COURTNEY, who after being duly sworn, acknowledged that they executed the foregoing First Amendment to the Articles of Incorporation of Plantation Club Association, Inc., for the purposes expressed in such Amendment this 19 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. 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

ACCEPTED AND APPROVED:

PLANTATION CLUB DEVELOPMENT CORP.

RICHARD J. BLOCK, President

BERNARD SULTAN, Secretary

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared RICHARD J. BLOCK, President and BERNARD SULTAN, Secretary of PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, and they severally acknowledged before me that they executed the foregoing instrument as such officers and on behalf of said corporation and were authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at North Miami Beach, Florida, this 19 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. 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

ORB REC. 6854 PAGE 670

EXHIBIT "F"

TO THE DECLARATION OF

PLANTATION CLUB C

A CONDOMINIUM

BEING THE WARRANTY DEED

REC. 6854 PAGE 671

WARRANTY DEED

THIS INDENTURE, made this _____day of_____, 197____, between PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, as Grantor, and _____

_____

whose post office address is _____West Broward Boulevard, Apt No._____, Plantation, Florida, 33314, as Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten ($10.00) Dollars, and for other good and valuable considerations in hand paid to Grantor by said Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee the following described real property and rights and interest in real property located and situated in the County of Broward, and State of Florida, to wit:

Condominium Unit No._____of PLANTATION CLUB _____, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book_____, at Page _____ of the Public Records of Broward County, Florida; together with an undivided share in the common elements appurtenant thereto.

This conveyance is subject to the following:

1. Taxes and assessments for the year 197____and subsequent years.

2. Conditions, restrictions, limitations, dedications and easements of record.

3. Declaration of Condominium of PLANTATION CLUB_____, a Condominium, dated_____, 197___, filed_____, 197___, as shown in Official Records Book _____, at Page_____, Public Records of Broward County, Florida (which includes Exhibits A to F inclusive of said Declaration of Condominium of PLANTATION CLUB _____.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. The Grantor does hereby fully warrant the title to all the premises hereby conveyed, and will defend the same against the lawful claims of all persons whomsoever.

OFF. REC. 0854 PAGE 0[illegible]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its officers thereunto duly authorized and its seal affixed, the day and year first above written.

Signed, sealed and delivered in the presence of:

PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation (SEAL)

_____ By_____
President

ATTEST:

_____

_____
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared RICHARD J. BLOCK, President and BERNARD SULTAN, Secretary of PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, and they severally acknowledged before me that they executed the foregoing instrument as such officers and on behalf of said corporation and were authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at North Miami Beach, Florida, this _____day of_____, 197_____.

My Commission Expires:

_____

_____
Notary Public, State of Florida at Large

ACKNOWLEDGEMENT AND ACCEPTANCE BY GRANTEE

Grantee, by acceptance and execution of this Deed, acknowledges that this conveyance is subject in every respect to the Declaration of Condominium recorded in Official Records Book_____at Page_____, of the Public Records of Broward County, Florida, and Grantee covenants and agrees to abide by each and every provision of said Declaration of Condominium and all instruments incorporated therein by reference.

Signed, sealed and delivered in the presence of:

_____ _____(SEAL)

_____ _____(SEAL)
Witnesses

OFF. REC. 6854 PAGE 673

STATE OF)
) SS.
COUNTY OF)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared_____, to me known to be the person(s) described in and who executed the foregoing instrument as Grantee, and acknowledged before me that __he__ executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at _____, this_____day of _____, 197____.

My Commission Expires: NOTARY PUBLIC, State of

_____

_____

OFF. REC. 6854 PAGE 671

EXHIBIT "G"

TO THE DECLARATION OF

PLANTATION CLUB C

A CONDOMINIUM

BEING THE LAND USE AGREEMENT OF

PLANTATION CLUB ASSOCIATION, INC.

AND

AMENDMENT TO LAND USE AGREEMENT

OR REC. 6854 PAGE 675

LAND USE AGREEMENT
FOR
PLANTATION CLUB

THIS DOCUMENT IS NOT A RECREATIONAL LEASE AGREEMENT OR A LAND LEASE OR A LEASE OF ANY KIND

THIS LAND USE AGREEMENT is made between PLANTATION CLUB DEVELOPMENT CORP., a Florida Corporation (hereinafter referred to as "Developer"), and PLANTATION CLUB ASSOCIATION, INC. a Florida corporation not-for-profit, (hereinafter referred to as the "Association").

The Developer is the owner of certain real property hereinafter described and plans to construct or has constructed thereon certain improvements and amenities which will provide recreational facilities, beautification areas and general enhancements for the use and benefit of the condominium unit owners or PLANTATION CLUB COMPLEX, as hereinafter described.

The Association is the entity responsible for the operation of PLANTATION CLUB COMPLEX and the several condominiums thereof and, therefore, the Association has entered into this Agreement for the benefit of all unit owners of the several condominiums located in PLANTATION CLUB COMPLEX.

NOW, THEREFORE, the parties in consideration of the foregoing premises and of the mutual covenants hereinafter contained hereby agree to perform all of the conditions, covenants and obligations hereinafter set forth.

1-DEFINITIONS

All terms used in this Land Use Agreement shall be defined in accordance with the provisions of Section 711, as amended Florida Statutes, also known as the Condominium Act and the Declaration of Condominium for the PLANTATION CLUB A, a Condominium, and as follows, unless the content otherwise requires:

A. PLANTATION CLUB A, B , C, or D, a Condominium means each condominium of PLANTATION CLUB COMPLEX which will be operated by the Association and which will be established by a Declaration of Condominium.

B. "Condominium Unit", "Unit", or "Apartment" means the part of the condominium property which is subject to private ownership.

C. "Unit Owner" means the owner of a condominium unit, together with an undivided share in the common elements appurtenant thereto.

D. "Common Expenses" mean the expenses which the unit owners are liable to the Association, including the recreation expenses hereunder.

E. "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended.

F. "By-Laws" means the By-Laws of the Association.

G. "Recreation Land" means the real property described on Exhibit A and all improvements now or hereafter located thereon.

H. "Recreation Expenses" means taxes, insurance, maintenance and other expenses generally arising from the ownership of the Recreation Lands described hereunder, which shall be a part of the common expenses to be assessed by the Association against each of the units administered by the Association.

I. "Institutional Mortgagee" means the holder and owner of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank, life insurance company or a Federal or State savings and loan association, or a mortgage or real estate investment trust, or a union pension fund,

OFF. REC. 6854 PAGE 675

or a mortgage banker, or institutional mortgage broker, or a lender generally recognized in the community as an institutional type lender, or the Developer.

J. "Institutional Mortgage" means a mortgage owned or held by an Institutional Mortgagee.

II-PLAN OF DEVELOPMENT

A. PLANTATION CLUB COMPLEX (hereinafter referred to as "Complex") means and refers to the entire group of condominiums and/or Rental type structures and improvements which the Developer intends to construct upon PLANTATION CLUB COMPLEX Land (hereinafter also described as "Complex Land") which land is more particularly described on Exhibit B which is attached hereto and made a part hereof. It is contemplated that the Complex will contain 200 units, provided, however, the Complex is a projected plan of development only and nothing contained herein shall be construed as making it obligatory upon the Developer to construct said Complex or if constructed, to construct same in accordance with any particular plan of development and in fact, if constructed, the Developer need not submit the structures contained therein to condominium ownership but, in fact, may utilize same as rental type structures. It is understood that any Condominium submitted to Condominium ownership in the Complex shall have as its one governing body PLANTATION CLUB ASSOCIATION, INC., so that all Condominiums within the Complex shall have the same Condominium Association for the benefit, joint rule, maintenance and operation of all the Condominiums within the Project subject to the terms and conditions of the various Declarations filed therefor, and accordingly, such plan of development is deemed to be a multi-phase condominium Project under the laws of the State of Florida.

B. The Developer intends to reserve certain of the Complex lands as Recreation Lands and thereby to construct thereon certain recreation facilities, improvements, and enhancements, said Recreation Land being more particularly described on Exhibit A attached hereto and made a part hereof. Each Condominium, condominium Unit Owner, and other land owner of the Complex, and their invitees, licensees, guests, lessees, successors, and assigns shall have the right to use and benefit from the Recreation Land together with the facilities, personal property and improvements located thereon and, therefore, shall be obligated to pay the Recreation Expenses as provided hereunder and to otherwise be subject to the terms and conditions hereof.

C. The Land Use Agreement shall be one of the Condominium Documents for each PLANTATION CLUB A, B, C, or D Condominium and the Association has entered into this Agreement so as to acquire the possessary and use interests in the Recreation Land for the enjoyment, recreation, and other use and benefit of all unit owners of each such condominium.

D. Because of the unique features of the development of the Complex and the continuing necessity to preserve the Plan of Development therefor, the Developer has set forth Covenants as to the Use of the Recreation Land, which covenants shall run with the Recreation Land and the Complex Land described in Exhibits A and B; which includes such lands as submitted to condominium ownership and the units thereon, which said covenants are set forth in Article III of this document.

E. The Developer shall convey the Recreation Land to the Association, upon the first to occur of the following:

1. When the Developer shall determine the Complex has been completed; or,
2. When the Developer has transferred title to the last unsold unit contained within the Complex; or,

OFF. REC. 6854 PAGE 677

3. At the discretion of the Developer, on or before December 31, 1977, which is the same time period for Developer to relinquish control of the Condominium Association, pursuant to the Declaration of Condominium of PLANTATION CLUB A, a Condominium and its Exhibits thereto.

The conveyance to the Association shall vest fee simple title to the Recreation Land in the Association subject to the covenants herein contained and to the continuing obligation to pay the expenses of the Recreation Land, and subject to the then existing conditions of title including the exceptions contained in the initial condominium deed from the Developer to the various unit owners. The Association shall not subsequent to the receipt of conveyance of title as aforesaid convey the Recreation Land except to the unit owners upon termination of the condominiums as provided in the Declaration of Condominium for each Condominium in the Complex, nor shall the Association mortgage, pledge or lease said Recreation Land without the consent of the Developer.

III-COVENANTS AS TO USE

The Developer and the Association hereby agrees that the following uses, and no other, shall be made of the Recreation Land, to wit:

A. The Recreation Land has or will have certain improvements constructed thereon, including one swimming pool and one whirlpool, recreation building, landscaping and walkways. The Recreation Land shall always be kept and maintained for recreational uses, or beautification and shall not be used for residential, commercial, or industrial construction of any kind. The Association shall impose rules and regulations regulating the use and enjoyment of said land and the maintenance of shrubbery, building, and other improvements located thereon from time to time in conformity with the foregoing purposes, and thereafter may modify, alter, amend, rescind and augment any such rules and regulations as permitted by the By-Laws.

B. The Recreation Land, pool deck and other portions of the Recreation Land may be connected or joined together with or encroaching upon the common elements of the Condominiums in the Complex or the situation may be vice versa, as the case may be. In the event of the foregoing, same is deemed authorized and an easement appurtenant to the extent of any such encroachment shall exist so long as such encroachment shall exist. The Developer, and the Association hereby grants to each other, their heirs, successors and assigns and all third party beneficiaries, including Condominium Unit Owners, their lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominiums or rental apartment buildings in the Complex or Recreation Land.

C. Easements shall exist for utility services in order to adequately serve the Recreation Land and for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores, and other portions of the Recreation Land as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Recreation Land as may from time to time be paved or unpaved and intended for such purposes, and such easements shall be for the use and benefit of the unit owners and tenants of the Complex and their Institutional Mortgagees, the Developer, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Recreational Land except

to the extent that space may be specifically designated and assigned for parking purposes.

D. In the event that there shall be any dispute as to whether any use henceforth complies with the foregoing restrictions encumbering the Recreation Lands, then the matter shall be referred to the Association. A determination rendered by the Association shall be final and binding on all the parties concerned herewith.

E. The Recreation Lands are not for the use and enjoyment of the Public.

IV-RECREATION EXPENSES

The following constitute Recreation Expenses:

A. Taxes

The Association covenants and agrees that it will pay at least thirty (30) days prior to the date of delinquency all and any taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments, impositions, liens for public improvements, special charges, and assessments and, in general, all taxes, tax liens, which may be assessed against the Recreation Land and against any and all Personal Property which is now or hereinafter placed thereon, including all interest, penalties and other charges which may accrue thereon. In the event any of the said taxes or assessments are payable according to their terms in installments, then the Association shall have the right to pay the same as such installments fall due.

B. Liability Insurance

From and after the date of execution of this Agreement, the Association will cause to be written and pay the premiums on a policy or policies of insurance in the form generally known as public liability and/or owners', landlord and tenant policies insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operations and maintenance of the Recreation Land and of the improvements and buildings located thereon, or for any other risk insured against by such policies, each class of which policies shall have been written within limits of not less than One Million Dollars ($1,000,000.00) for damages incurred or claimed by any one person and for not less than Five Million Dollars ($5,000,000.00) for damages incurred by more than one person, and for not less than Twenty-Five Thousand Dollars ($25,000.00) for property damage. All such policies will name the Association and the Developer as their respective interests may appear, as the persons insured by such policy or policies and the original or a true copy of each subject policy shall be delivered to the Association and the Developer. After conveyance to the Association of the Recreation Lands and termination of the Developer's interest therein, the Association may maintain such policies as determined by the Association.

C. Utility Charges

The Association agrees and covenants to pay all charges levied for utilities on the Recreation Land whether they are supplied by a public or private firm, and to pay them monthly or as they come due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer, and any other type of utility, or any other type of service charge.

OFF. REC. 6854 PAGE 079

D. Fire, Windstorm, and Other Casualty Insurance

The Association hereby covenants and agrees to pay the cost of premiums for insurance to keep insured any and all buildings or improvements now located or which may hereafter be built upon or placed upon the Recreation Land, in good and responsible insurance companies authorized to do business in the State of Florida, for protection against loss or damage caused by or resulting from fire, windstorm, or other casualty, in an amount that would be sufficient to prevent co-insurance on the part of the parties provided, however, any standard deductible clause required by insurers for unusual hazards will not be in violation of this covenant against co-insurance. All policies issued and renewals thereof shall be payable in the event of loss jointly to the parties hereto as their respective interests may appear. In the event of the destruction of said building or appurtenances by fire, windstorm, or other casualty, for which insurance money shall be payable, such insurance money shall be paid to the Association who shall open an account with a banking institution doing business in Broward County, Florida, for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, in addition to the insurance proceeds, such additional sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage. In the event of any damage to any building or improvement or the destruction thereof, the Association shall repair or rebuild the same or construct new facilities similar to the old and shall utilize for this purpose insurance monies payable. The Association covenants and agrees that the reconstruction or repair shall be completed within six (6) months from the date proceeds sufficient for this purpose are made available to the Association. If the time of completion should be delayed beyond six (6) months by strikes, walkouts, acts of war or insurrection, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the control of the Assocation or Association's contractor, then the time of completion beyond the said six (6) month period shall be extended for such reasonable time as may be required to effect completion of said construction. Notwithstanding the foregoing, in the event such casualty to the Recreation Land and facilities is a "very substantial" one as defined in the various Declarations of Condominium for the Complex, then the method contained in the said Declaration of Condominium for determining whether or not the Condominium shall be rebuilt shall be applicable to the rebuilding of the Recreation Facilities hereunder if such "very substantial" casualty has also occurred to two or more condominiums in the Complex except such determination shall be made by the general membership of the Association.

E. Maintenance and Repair of Property

The Association shall at its own expense keep and maintain the building, swimming pools, patio area, walkways, gardens, fixtures and improvements which may be at any time situated on the Recreation Land and all appurtenances thereunto belonging or appertaining, including sidewalks and steps in accordance with the original plan for the Complex and in a manner consistent with the Complex development of green areas, that add to the beauty and value of the Complex, and in good and substantial repair and in a clean and sanitary condition, and the Association will use, keep and maintain said premises and improvements thereon, and around such building and one swimming pool and whirlpool, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all federal, state and city governments having jurisdiction thereof, and the Association will protect and indemnify forever save and

OFF. REC. 6854 PAGE 689

keep harmless Developer from and against any loss, cost, damages and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants, and stipulations herein contained or occasioned or arising by or out of any accident or injury or damage to any persons whomsoever, or whatsoever happening or occurring in or about or upon the said premises or upon the sidewalks, approaches, and appurtenances adjoining the same or caused by the Association, or any person or persons occupying, holding, or claiming by, through, or under the Association.

F. In addition to the foregoing, the Association shall hire such employees and purchase such equipment and materials as may be needed to provide for management and supervision of the Recreation Land. It is, therefore, anticipated that as part of the Recreation Expenses, there shall be such sums to pay for such labor, equipment, materials and employees.

V-APPORTIONMENT AND COLLECTION OF RECREATION EXPENSES

A. Apportionment

Recreation Expenses shall be paid by the Association from assessments of the members of the Association and shall be apportioned between the units in the Condominiums of the Complex operated by the Association as follows:

1. After all of the condominiums planned for the Complex have been submitted to condominium ownership, the Recreation Expenses shall be apportioned and charged to each Unit as follows: The total of the Recreation Expenses shall be multiplied by a fraction, the numerator of which is the number one (1) and the denominator of which is the total number of Units in the Project. The product of such multiplication shall be the share apportioned and charged to each Unit. The determination of whether or not all condominiums in the Project have been submitted to condominium ownership is subject to the right of the Developer described hereinabove to designate and determine that a lesser number of condominiums and/or units, will be located in the Project.

2. Prior to the submission of condominium ownership of all condominiums planned for the Project, Recreation Expenses shall be appointed and charged to each unit in accordance with the following formula:
(i) As to declared Condominiums, the Association shall collect and assess for each declared condominium a sum equal to the Recreation Expenses multiplied by a fraction, the numerator of which is the number of units in the declared condominium and the denominator of which is 200 and the Developer shall be responsible for paying that portion of the Recreation Expenses not paid for by such assessments.
(ii) Notwithstanding the foregoing, in the event the Developer shall at any time determine in accordance with the Declarations of Condominium for the Project that the Project will not contain the contemplated 200 units, then the Developer shall designate the number of said units to be contained in said Project and said number shall be substituted for the number of contemplated units as described in subparagraph (i) directly above, provided, however, in no event shall the Developer have the right to designate the contemplated number of units as being less than the number of units planned for PLANTATION CLUB A & B, that is, 100.

OFF. REC. 6854 PAGE 631

It is understood and agreed that the Complex shall not contain more than 200 units.

B. Payment and collection by Association of Common Expenses

Each Declaration of Condominium in the Complex shall provide that the "Recreation Expenses" are Common Expenses. Accordingly, the Association shall assess and collect the Recreation Expenses due hereunder to the same extent as all of the Common Expenses of each Condominium in the Complex managed by the Association.

In the event, for any reason, the Association shall fail to collect and pay over the Recreation Expense due hereunder while the Developer is the owner of the Recreation Land hereunder, then the Developer shall have the right to collect said expenses from the Association and/or the individual unit owners who shall be jointly and severally liable for payment of said expenses in accordance with the following:

1. Actions at law or equity. The Developer may file an action at law or in equity to collect the sums due hereunder from the Association and/or the unit owners or to otherwise enforce the terms and provisions hereof. In any such action the prevailing side shall be entitled to attorneys' fees and costs.
2. Lien. In order to secure performance of the payment of the Recreation Expenses the Developer shall have a lien upon the condominium property and each unit thereof, including all appurtenances and fixtures thereto, located within the Complex for the payment of all sums due hereunder which lien shall also secure attorney's fees and costs of collection. This lien shall not be effective until the recordation of a claim or affidavit of lien executed by the Developer pursuant to the terms hereof in the Public Records of Broward County, Florida, which describes the property against which said lien is claimed, the name of the record owner thereof, the amount and date when due. Said lien shall at all times be subordinate and inferior to the lien of any Institutional Mortgage filed prior to the recordation of Developer's lien as provided hereunder.

VI-COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES

The Association covenants and agrees that it will, at its own expense, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire, hazard requirements, zoning requirements, setback requirements, and other similar requirements designed to protect the public and which affect the Recreation Land.

VII-LAWFUL USE OF PREMISES

The Association covenents and agrees that it will conform to and observe all ordinances, rules, laws and regulations of Broward County, Florida, State of Florida, and the United States of America, and all public authorities with respect to the Recreation Land or use thereof and will not during such time permit the same to be used for any illegal or immoral purpose, business, or occupation.

OFF. REC. 6854 PAGE 692

VIII-GENERAL PROVISIONS

A. The covenants contained herein shall run with and bind all of the real property described in Exhibits A and B and shall inure to the benefit of the Developer, the Association and the Owner of any property subject to this Document and their legal representatives, heirs, successors, and assigns for a term of fifty (50) years from the date of this Agreement; after which time the restrictions and covenants contained herein shall be automatically extended for two (2) successive fifty (50) year periods unless an instrument signed by all the persons or entities then owning two thirds (2/3) of all the Apartments subject hereto has been recorded agreeing to terminate said covenants and regulations.

B. The right to modify these regulations and covenants and the terms of the LAND USE AGREEMENT is hereby reserved to the parties signatory hereto provided that any such modification shall be set forth in an instrument executed by these parties and placed among the Public Records of Broward County, Florida. This right of modification is subject to the following, namely that such modifications shall not be inconsistent with the purposes and conditions herein set forth and shall not change the method of assessment or collection of Recreation Expenses in a manner that would be disproportionate to any owner of a unit. Notwithstanding the foregoing, after the conveyance of the Recreation Land and the termination of the Developer's interest therein, the Association may make such further changes, amendments, and modifications, to this Land Use Agreement in the same manner as is permitted for an amendment to the Articles of Incorporation or the By-Laws of the Association as would be voted upon and determined by the entire membership of the Association for the Complex.

C. Invalidation of any one of the provisions, agreements, covenants or undertakings herein contained by judgment, or order of any court shall not affect any other provisions of this LAND USE AGREEMENT which shall remain in full force and effect.

D. Subject to any limitations contained herein, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereunder.

E. Any obligation of the Developer hereunder shall terminate upon the conveyance of the Recreation Land to the Association as provided hereunder.

IN WITNESS WHEREOF, this LAND USE AGREEMENT has been signed by the Developer and the Association this 27th day of September, 1974.

WITNESSES:

PLANTATION CLUB DEVELOPMENT CORP.

BY _____
President

OFF. REC. 6854 PAGE 633

WITNESSES:

PLANTATION CLUB ASSOCIATION, INC.

BY: _____
President

STATE OF FLORIDA)
SS:
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 RICHARD J. BLOCK well-known to me to be the PRESIDENT of the Plantation Club Development Corp., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said Corporation.

WITNESS my hand and official Seal in the County and State last aforesaid this 27th day of September, 1974.

NOTARY PUBLIC, State of Florida at Large.

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

STATE OF FLORIDA)
SS:
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 RICHARD J. BLOCK well-known to me to be the PRESIDENT of the Plantation Club Association, Inc., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said Corporation.

WITNESS my hand and official Seal in the County and State last aforesaid this 27th day of September, 1974.

NOTARY PUBLIC, State of Florida at Large.

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

OFF. REC. 6854 PAGE 654

EXHIBIT "A"

TO THE LAND USE AGREEMENT

FOR

PLANTATION CLUB PROJECT

LEGAL DESCRIPTION OF RECREATIONAL AREA:

A portion of Lot 1 "Plantation Club" as recorded in Plat Book 80 at Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 1; thence run South 6° 00'00" East 143.90 feet along the West line of said Lot 1; thence run North 84° 00'00" East 70.00 feet; thence run South 6° 00'00" East 4.00 feet; thence run North 84° 00'00" East 31.00 feet; thence run South 6 00'00" East 131.00 feet; thence run North 84° 00'00" East 41.00 feet; thence run North 39° 00'00" East 75.00 feet; thence run North 24.00 feet; thence run East 46.00 feet to the Point of Beginning; thence run North 33.00 feet; thence run East 159.52 feet; thence run North 45° 00'00" East 57.00 feet; thence run South 45° 00'00" East 57.00 feet; thence run East 161.00 feet; thence run South 33.00 feet; thence run West 32.00 feet; thence run South 50.00 feet; thence run South 45 00'00" West 62.00 feet; thence run South 95.99 feet to a point which is 45.00 feet North of the South line of said Lot 1; thence run East 415.25 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1 to a point on the East line of said Lot 1; thence run South 1° 38'40" East 19.29 feet along the East line of said Lot 1 to a point of curvature of a circular curve to the right; thence run Southwesterly along the arc of said curve to the right having for its elements a radius of 25 feet and a central angle of 91° 38'40" for an arc distance of of 39.99 feet to the point of tangency on the South line of said Lot 1; thence run West 813.54 feet along the South line of said Lot 1 to a point of curvature of a circular curve to the right; thence run Northwesterly along the arc of said circular curve to the right having for its elements a radius of 25.00 feet and a central angle of 84° 00'00" for an arc distance of 36.65 feet to the point of tangency on the West line of said Lot 1; thence run North 6 00'00" West 22.74 feet along the West line of said Lot 1 to a point which is 45.00 feet North of the South line of said Lot 1; thence run East 315.52 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1; thence run North 95.99 feet; thence run North 45° 00'00" West 62.00 feet; thence run North 50.00 feet; thence run West 147.00 feet to the Point of Beginning. Said lands situate in Broward County, Florida.

ORB REC. 6854 PAGE 035

EXHIBIT "B"

TO THE LAND USE AGREEMENT

FOR PLANTATION CLUB PROJECT

LOT 1 of PLANTATION CLUB, according to the Plat thereof, as recorded in Platbook 80, at Page 15 of the Public Records of Broward County, Florida.

OFF. REC. 6854 PAGE 636

AMENDMENT TO
LAND USE AGREEMENT FOR
PLANTATION CLUB

THIS AMENDMENT to Land Use Agreement made between PLANTATION CLUB DEVELOPMENT CORP., a Florida Corporation (hereinafter referred to as "Developer") and PLANTATION CLUB ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association"),

W I T N E S S E T H:

WHEREAS the parties hereto entered into a Land Use Agreement dated the 27th day of September, 1974 (hereinafter referred to as original Land Use Agreement), and filed for recording the 30th day of September, 1974, as shown in Official Records Book 5953 at page 258 of the Public Records of Broward County, Florida, and

WHEREAS, the parties have mutually agreed to clarify or modify said Land Use Agreement

NOW THEREFORE in consideration of the sum of TEN ($10.00) DOLLARS each to the other in hand paid, the receipt whereof is hereby acknowledged, the mutual covenants contained herein, the benefits of same each accruing to the other, and good and valuable considerations, the parties hereto each agree with the other, as follows:

1. The foregoing recitals are true and correct.

2. That paragraph 1(I) of the original Land Use Agreement is hereby amended and modified so that said paragraph referring to Institutional Mortgagee shall be deemed to include as such Institutional Mortgagee, FORD MOTOR CREDIT COMPANY, a Delaware corporation, its assignees or nominees.

3. Add to and modify said Land Use Agreement with the following paragraph to-wit:

OFF. REC. 6854 PAGE 007

RETURN TO:
SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
P.O. BOX 650550
NORTH MIAMI BEACH, FLORIDA 33160

This Instrument Was Prepared By:
JEROME H. STERN
of SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
ATTORNEYS-AT-LAW
1799 N.E. 164th Street
North Miami Beach, Florida 33162

In the event an Institutional Mortgagee obtains title to a condominium parcel in PLANTATION CLUB Project or Complex as a result of the foreclosure of its mortgage, or by voluntary conveyance in lieu of said foreclosure, then such Institutional Mortgagee as such acquiror of title, its successors and assigns, shall not be liable for any delinquent expenses or charges under the Land Use Agreement or pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. That said such Institutional Mortgagee as such acquiror, shall be liable for its share of expenses attributable to any condominium parcel owned by it from the date of acquiring said condominium parcel.

4. Modify and clarify the Land Use Agreement so that all references to "owner" under, or with respect to, the Land Use Agreement shall be deemed to mean "the Developer", as the words "owner" and "Developer" have been used interchangeably.

5. Exhibit "A" to the Land Use Agreement is hereby amended by deleting said Exhibit "A" attached thereto, which is recorded in Official Records Book 5953, at Page 268 of the Public Records of Broward County, Florida, and by substituting therefore abinitio, Exhibit "A" attached hereto.

6. All of the other terms, conditions, covenants and provisions of the original Land Use Agreement shall remain in full force, virtue and effect, except as amended, changed and modified herein.

IN WITNESS WHEREOF, this Amendment to the Land Use Agreement has been signed by the Developer and the Association this 29th day of October, 1974.

PLANTATION CLUB DEVELOPMENT CORP.

By: _____
President

Witnesses:

_____

_____

OFFICIAL REC. 6854 PAGE 603

WITNESSES:

PLANTATION CLUB ASSOCIATION INC.

BY: _____
President

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD J. BLOCK, well known to me to the President of the Plantation Club Development Corp., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official Seal in the County and State last aforesaid this 29th day of October, 1974.

_____
Notary Public, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY, 13, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD J. BLOCK, well known to me to be the President of the Plantation Club Association, Inc., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said Corporation.

WITNESS my hand and official Seal in the County and State last aforesaid this 29th day of October, 1974.

_____
Notary Public, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY, 13, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

OFF. REC. 6854 PAGE 639

EXHIBIT "A"
TO AMENDMENT
TO THE LAND USE AGREEMENT

FOR

PLANTATION CLUB PROJECT

LEGAL DESCRIPTION OF RECREATIONAL AREA:

A portion of Lot 1 "Plantation Club" as recorded in Plat Book 80 at Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 1; thence run South 6° 00'00" East 143.90 feet along the West line of said Lot 1; thence run North 84° 00'00" East 70.00 feet; thence run South 6° 00'00" East 4.00 feet; thence run North 84° 00'00" East 31.00 feet; thence run South 6 00'00" East 131.00 feet; thence run North 84° 00'00" East 41.00 feet; thence run North 39° 00'00" East 75.00 feet; thence run North 24.00 feet; thence run East 46.00 feet to the Point of Beginning; thence run North 33.00 feet; thence run East 159.52 feet; thence run North 45° 00'00" East 57.00 feet; thence run South 45° 00'00" East 57.00 feet; thence run East 161.00 feet; thence run South 33.00 feet; thence run West 132.00 feet; thence run South 50.00 feet; thence run South 45° 00'00" West 62.00 feet; thence run South 95.99 feet to a point which is 95.00 feet North of the South line of said Lot 1; thence run East 415.25 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1 to a point on the East line of said Lot 1; thence run South 1° 38'40" East 19.29 feet along the East line of said Lot 1 to a point of curvature of a circular curve to the right; thence run Southwesterly along the arc of said curve to the right having for its elements a radius of 25 feet and a central angle of 91° 38'40" for an arc distance of of 39.99 feet to the point of tangency on the South line of said Lot 1; thence run West 813.54 feet along the South line of said Lot 1 to a point of curvature of a circular curve to the right; thence run Northwesterly along the arc of said circular curve to the right having for its elements a radius of 25.00 feet and a central angle of 84° 00'00" for an arc distance of 36.65 feet to the point of tangency on the West line of said Lot 1; thence run North 6 00'00" West 22.74 feet along the West line of said Lot 1 to a point which is 45.00 feet North of the South line of said Lot 1; thence run East 415.52 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1; thence run North 95.99 feet; thence run North 45° 00'00" West 62.00 feet; thence run North 50.00 feet; thence run West 147.00 feet to the Point of Beginning. Said lands situate in Broward County, Florida.

OFF. REC. 6854 PAGE 699

COHEN, YOUNG, STEIN & TANNENBAUM, P.A. ATTORNEYS AT LAW 1401 N.E. EIGHTH STREET - FORT LAUDERDALE, FLORIDA 33304

EXHIBIT "H"

TO THE DECLARATION OF

PLANTATION CLUB C,

A CONDOMINIUM

BEING THE PROJECT OR COMPLEX LAND

Lot 1 of PLANTATION CLUB, according to the Plat thereof, as recorded in Plat Book 80, at page 15 of the Public Records of Broward County, Florida.

OFF. REC. 6854 PAGE 691

EXHIBIT "I"

TO THE DECLARATION OF

PLANTATION CLUB C,

A CONDOMINIUM

MAINTENANCE GUARANTEE

In accordance with Florida Statute Section 711.15(8)(b), PLANTATION CLUB DEVELOPMENT CORP., as the Developer of PLANTATION CLUB C, a Condominium (hereinafter referred to as the Developer), does hereby guarantee to each of the unit owners in the Condominium that the assessment for common expenses in respect to the units of the Condominium shall not be increased from the following:

$36.67 for a Type 1 unit, monthly;
$49.98 for a Type 2 unit, monthly.

This Guarantee shall be in full force and effect up to and including DECEMBER 31, 1977.

The Developer does hereby obligate itself to pay any amount of common expenses incurred up to and including December 31, 1977, that are not produced by the condominium working capital fund and/or assessments at the guaranteed level above receivable from all unit owners other than the Developer.

PLANTATION CLUB DEVELOPMENT CORP.

By: _____

OFF. REC. 6854 PAGE 602

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

81-148656

AMENDMENTS TO THE BY-LAWS OF PLANTATION CLUB ASSOCIATION, INC. APPROVED DECEMBER 10, 1980

Note: Words to be added are underlined; words to be deleted are stricken through with hyphens, as required by Florida Law.

Article II - Directors - Section 1 is amended to read as follows:

Number and Term: The number of Directors which shall constitute the whole Board shall not be less than (3) nor more than (9). 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~~ annual meetings of the members as designated in Section 2, Article V, and each Director shall be elected to serve for the term ~~of one year~~ of time as specified in Section 2, Article II, paragraphs B & C or until his successor shall be elected and shall qualify.

(Explanation): The language of this section is clarified to prepare for the system of staggered representation and annual meeting dates as specified in the following Section 2, Article I and in Section 2 of Article V.

Article II, Section 2, Paragraph B is amended to read as follows:

B. Resident Directors shall be elected solely by the members of each Condominium who are the only members entitled to vote for their respective Resident Director Each Condominium shall elect its Resident Director for the term and in the manner herewith specified: Starting in 1981 a staggered period of serving will be in effect for the Director of each Condominium, to be chosen as follows:

Alternating method of electing a Resident Director for Plantation Club Condominium	D	C	B	A
Initial Election:				
(1) To serve for a term of	2 Yrs	1 Yrs	1 Yr	1 Yr
Following years:				
(2) For a term of	0	2 Yrs	1 Yr	1 Yr
(3) For a term of	1 Yr	0	2 Yrs	1 Yr
(4) For a term of	1 Yr	1 Yr	0	2 Yrs
(5) For a term of	2 Yrs	1 Yr	1 Yr	0

With subsequent years following in the same repetitive alternating order.

Article II, Section 2, Paragraph C is amended to read as follows:

C Directors at large shall be elected by the membership of the Association at large in the following manner:
In the initial election year the candidate with the highest number of votes shall be elected for a term of two years with the others to serve for 1 year.
In subsequent years the candidate with the highest number of votes for the remaining at large seats shall be elected to serve for two years with the other for one year.

Example Chart: Candidates:	1	2	3
(1) Initial Year - To serve for a term of	2 Yrs	1 Yr	1 Yr
(2) Following year - To serve for a term of	0	2 Yrs	1 Yr
(3) Following year - To serve for a term of	1 Yr	0	2 Yrs
(4) Following year - To serve for a term of	2 Yrs	1 Yr	0

Article II, Section 2, Paragraph E is amended as follows:

E. ~~After the first election of Directors at each election thereafter the number of Directors to be elected will be the same as the preceding number of Directors, plus one Resident Director for any additional Condominium for which the Association was designated as the entity responsible for its operation which is created in the interim between elections.~~

(Explanation) - Paragraphs B & C are self explanatory as to the new method of elections. Paragraph E is no longer needed as there will be no other buildings [illegible] complement.

RETURN TO: PLANTATION CLUB CONDOMINIUM
6675 W BROWARD BLVD
PLANTATION, FL 33317

OFFICIAL RECORDS 1966 335

Article V - Meeting of Membership - Section 2 is amended to read as follows:

Annual Meeting - Regular annual meetings ~~subsequent to the first election of Directors~~ for the election of Resident Directors shall be held by member of each Condominium during the last week of January starting in 1981, at 8:00 P.M. E S T and in each succeeding year and regular annual meetings for the election of Directors at large shall be held on the second Thursday of February starting in 1981 at 8:00 P.M. E S T and in each succeeding year, all meetings to be held at the office of the Association or such other place as maybe stated in the notice, if not a legal holiday; and if a legal holiday, then on the next secular day following.

(Explanation) This amendment sets the meeting dates and times for the various elections as called for in the amendment proposed for Article II, Section 1.

In witness whereof, the Plantation Club Condominium, through its agent, Plantation Club Association, Inc., has caused these presents to be executed by its officers thereunder duly authorized and its seal affixed, this 19 day of May, 1981.

Plantation Club Association, Inc.

By _____
President

_____
Vice-President

Attest _____
Secretary

Signed, sealed and delivered
In the presence of:

_____

_____

Notary Public State of Florida at Large.
My Commission Expires July 28, 1984

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

RE 9597 PAGE 531

AMENDMENT TO THE DECLARATION AND BY-LAWS OF PLANTATION CLUB
82- 14908 ASSOCIATION APPROVED JANUARY 5, 1982

Note: Words to be added are underlined; words to be deleted are stricken through with hyphens, as required by Florida Law.

JAN 20 11 34 AM '82

Page 31, Paragraph 17 of the document is amended by an addition to be inserted at the end of paragraph 17A on page 32, preceding Paragraph 17B on page 33 and by the deletion of Paragraph 17C at the bottom of Page 33, as follows:

Addition to paragraph 17A of Document:

As of January 5, 1982, no purchaser shall be approved unless it is his or her intention that the unit shall be occupied by such purchaser and/or his or her immediate family as a private dwelling and as permanent occupants of the unit. Any rental provisions in the Declaration of Condominium, By-Laws, or Amendments, shall not apply until one year after the purchase of any unit. Should title to a unit be registered in the name of a person or persons other than the occupant, a notarized letter must be submitted to the Plantation Club Association, Inc., advising the name or names of title holders and an authorization for permanent occupancy specifying the names of residents to be living in the unit on such permanent basis.

As of January 5, 1982, the leasing of units as a regular practice is not permitted. In order to meet special situations and to avoid undue hardships or practical difficulties, the Board of Directors may grant permission to an owner to lease his unit to a specified lessee for a period of not less than one year or more than two years and the unit may not be rented again during the period of current ownership.

Provisions governing rentals as outlined in the above paragraph, shall apply to any unit now being leased. At the termination of the present lease agreement on file at the office of the Plantation Club Association, Inc., any provision for an option or renewal clause shall be null and void. The Board of Directors may consider the allowance of another lease period of from one year to two years and at the termination of such period, no further leasing of such unit shall be permitted.

Delete Paragraph 17C of Document:

~~If the purchaser or lessee is a corpo~~ Plantation Club Assoc. Inc.
~~approval by the Association of all oc~~
6625 W Broward Blvd Plantation Fla 33317

In witness whereof, the Plantation Club Condominium, through its agent, Plantation Club Association, Inc., has caused these presents to be executed by its officers thereunder duly authorized and its seal affixed, this 19th day of JANUARY, 1982.

PLANTATION CLUB ASSOCIATION, INC.

By _____ President

_____ Vice-President

Attest _____ Secretary

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

Signed, sealed and delivered in the presence of:

_____

_____

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 2 1985
BONDED THRU GENERAL INS. UNDERWRITERS

OFF REC 9988 PAGE 449

4 of 4

87405378

AMENDMENT TO THE DECLARATION AND BY-LAWS OF PLANTATION CLUB ASSN., INC.

APPROVED SEPT. 15, 1987

Note: Words to be added are underlines; words to be deleted are stricken through with hyphens, as required by Florida Law.

Page 20, Section 15, Part B, titled Casualty Insurance, paragraph (1), line 23 is amended to read:

... mortgage encumbering a condominium unit, to request the policies ... to replace ... mortgage encumbering a condominium unit, to approve the policies...

line 17 of the same paragraph with deletion to end of paragraph as follows: ~~... and the further right to designate and appoint the Insurance Trustee. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.~~

Page 21, Section 15, paragraph (2), line 10, shall read: ... payable on account of loss or damage shall be payable to Plantation Club Assn., Inc. - Insurance Trust Fund, such fund to be administered by the President and Treasurer of the Association; and this fund shall be referred to hereafter as "Insurance Trustee".

line 27 shall be deleted as follows: ~~to CENTRAL BANK & TRUST CO., as Trustee, or to any other bank in Florida with trust powers, as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee".~~

Page 23, Section 15, paragraph (5), subparagraph (c) shall read: If the damage or loss involves individual units encumbered by institutional first mortgages, ~~as well as common elements, or if the damage is limited to the common elements alone, but is in excess of $3,000~~ ...

Page 24, Section 15, paragraph (5), subparagraph (c), line 10, shall read: ... a condominium unit. ~~At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right to approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the Condominium property.~~ Should written approval ...

Page 27, Section 15, paragraph (8), shall read: Certificate: Certification must be documented in the Association records, stating whether or not the damaged property is to be repaired and restored. ~~Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.~~

In witness whereof, the Plantation Club Condominium, through its agent, Plantation Club, Assn., Inc., has caused these presents to be executed by its officers thereunder duly authorized and its seal affixed, this _____ day of 1987.

PLANTATION CLUB ASSN., INC.

By: _____ President

_____ Vice-President

Attest _____ Secretary

L. A. HESTER
COUNTY ADMINISTRATOR

Signed, sealed and delivered in the presence of:

_____

_____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 9,1989
BONDED THRU GENERAL INS. UND.

Plantation Club Condominium
6655 W. Prospect Rd.
Plantation, Fl 33313

OR 14817PG0011

Start new search

Certify Copies?

Book Type: O Official Records

Book / Page: 36442 / 25

Instrument Number: 103495285

Search Results

Record Date:	11/18/2003 8:33:24 AM
Book Type:	O - Official Records
Book / Page:	36442/25
Instrument Number:	103495285
RS Code:	0
Number Of Pages:	2
Doc Type:	GOV - Gov Orders Ordinances Petitions & Resolutions
From:	PLANTATION CLUB CONDO ASSN INC
To:	PLANTATION CLUB CONDO

CFN # 103495285, OR BK 36442 Page 25, Page 1 of 2, Recorded 11/18/2003 at 08:33 AM, Broward County Commission, Deputy Clerk 2165

THIS INSTRUMENT PREPARED BY:
DAVID M. BAUMAN, ESQ.
Bauman & Kanner P. A.
7119 W. Broward Blvd.
Plantation, Florida 33317

CERTIFICATE OF RESOLUTION TO ENFORCE PET RESTRICTIONS
BY THE BOARD OF PLANTATION CLUB CONDOMINUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium establishing PLANTATION CLUB CONDOMINUM ASSOCIATION, INC. (the "Declaration") is recorded at Official Records Book 6854, Page 582, of the Public Records of Broward County, Florida; and,

WHEREAS, this Resolution to Enforce Pet Restrictions has received approval of a majority of the Directors present at a duly held and noticed meeting of the Board of Directors as required in Article II of By-Laws of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. (by-laws) and as further evidenced by signatures attached hereto as Exhibit "A"; and,

NOW THEREFORE, the Board of Directors is RESOLVED as follows:

1. THAT Article 16B relating to Board approval and member keeping of pets shall be duly enforced from this date forth and is hereby republished in its relevant parts as follows:

16. Obligations of Members. . . . every condominium parcel owner shall:
B. Not keep pets or other animals in his unit or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It id the intent of the Developer and the Association that said written approval will not be withheld for small animals. In the event written approval as aforedescribed is obtained by the unit owner, then and in such an event the unit owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be allowed to enter the recreational areas, and/or to cause a nuisance or disturbance of any kind or nature. In the event written approval as aforedescribed is obtained, then and in such an event, such approval will be subject to Rules and Regulations established from time to time by the Association;

2. THAT nothing in this RESOLUTION shall be construed to affect the presence of pets already on the premises except that any such pets shall be kept in a manner which is in accordance with all parts of the Declaration and By-Laws;

(2)

OR BK 36442 PG 26, Page 2 of 2

CFN # 104073458, OR BK 37638 Page 1939, Page 1 of 2, Recorded 06/11/2004 at 12:33 PM, Broward County Commission, Deputy Clerk 3075

WC/CHRIS THE COURIER/JAB

THIS INSTRUMENT PREPARED BY:
DAVID M. BAUMAN, ESQ.
Bauman & Kanner P. A.
7119 W. Broward Blvd.
Plantation, Florida 33317

CERTIFICATE OF RESOLUTION TO ENFORCE PET RESTRICTIONS
BY THE BOARD OF PLANTATION CLUB CONDOMINUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium establishing PLANTATION CLUB CONDOMINUM ASSOCIATION, INC. (the "Declaration") is recorded at Official Records Book _____, Page ____, of the Public Records of Broward County, Florida; and,

WHEREAS, this Resolution to Enforce Pet Restrictions has received approval of a majority of the Directors present at a duly held and noticed meeting of the Board of Directors as required in Article II of By-Laws of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. (by-laws) and as further evidenced by signatures attached hereto as Exhibit "A"; and,

NOW THEREFORE, the Board of Directors is RESOLVED as follows:

1. THAT Article 16B relating to Board approval and member keeping of pets shall be duly enforced from this date forth and is hereby republished in its relevant parts as follows:

16. Obligations of Members. . . . every condominium parcel owner shall:

B. Not keep pets or other animals in his unit or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It id the intent of the Developer and the Association that said written approval will not be withheld for small animals. In the event written approval as aforedescribed is obtained by the unit owner, then and in such an event the unit owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be allowed to enter the recreational areas, and/or to cause a nuisance or disturbance of any kind or nature. In the event written approval as aforedescribed is obtained, then and in such an event, such approval will be subject to Rules and Regulations established from time to time by the Association;

2. THAT nothing in this RESOLUTION shall be construed to affect the presence of pets already on the premises except that any such pets shall be kept in a manner which is in accordance with all parts of the Declaration and By-Laws;

3. THAT all current owners and tenants are hereby on notice that any future attempt to maintain a pet on the premises or in their unit shall be subject to approval according to paragraph 16B republished above and that application and enforcement of that paragraph shall be done in a uniform and consistent manner;

4. THAT all future prospective unit owners and tenants shall be required to sign a document entitled ACKNOWLEDGEMENT OF STANDARDS FOR APPROVAL AND RULES FOR MAINTENANCE OF PETS, attached as Exhibit "B," to acknowledge their understanding of paragraph 16B and how it applies to them before entering into possession of any unit.

IN WITNESS WHEREOF, the undersigned has caused those present to be signed on its behalf by the appropriate individuals on this 20th day of May, 2004.

Signed, Sealed and Delivered
in the presence of:

Bryan Adeline
JOHN A. DAURIA

PLANTATION CLUB
CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit
corporation

By: Dorothy M Dillon President
DOROTHY M DILLON

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME personally appeared Dorothy M. Dillon to me well known and known to me to be the individual described in or who provided _____ as identification and who executed the foregoing and acknowledged to me that he/she was duly authorized to sign the foregoing on behalf of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation.

IN WITNESS whereof, I have hereunto set my hand and seal on this 20th day of May, 2004.

Notary Public

My Commission Expires:

Bryan Adeline
MY COMMISSION # DD126547 EXPIRES
June 14, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

CFN # 104073457, OR BK 37638 Page 1936, Page 1 of 3, Recorded 06/11/2004 at 12:33 PM, Broward County Commission, Deputy Clerk 3075

WC/CHRIS THE COURIER/JAB

THIS INSTRUMENT PREPARED BY:
DAVID M. BAUMAN, ESQ.
Bauman & Kanner P. A.
7119 W. Broward Blvd.
Plantation, Florida 33317

CERTIFICATE OF RESOLUTION TO AMEND THE DECLARATION OF CONDOMINIUM AND BY-LAWS OF PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. IN ORDER TO ENFORCE RESTRICTIONS AGAINST THE RENTING OF CONDOMINIUM UNITS, BY THE BOARD OF PLANTATION CLUB CONDOMINUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium establishing PLANTATION CLUB CONDOMINUM ASSOCIATION, INC. (the "Declaration") is recorded at Official Records Book _____, Page ____, of the Public Records of Broward County, Florida; and,

WHEREAS, this Resolution has received approval according to the procedures set out in section 23 of THE DECLARATION OF CONDOMINIUM AND BY-LAWS OF PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. at a duly held and noticed meeting of the Membership of and as further evidenced by signatures attached hereto as Exhibit "A"; and,

NOW THEREFORE, the Membership of Plantation Club Condominium Association, Inc. is RESOLVED as follows:

1. THAT Article the Amendment the Declaration of Condominium and By-Laws of Plantation Club Association, originally passed January 5, 1982, shall be duly enforced from this date forth and is hereby amended and republished as follows:

Note: Words to be added are underlined; words to be deleted are stricken through With hyphens, as required by Florida laws.

Page 31, Paragraph 17 of the document is amended by an addition to be inserted at the end of paragraph 17A on page 32, ~~proceeding Paragraph 17B on page 33 and by the deletion of Paragraph 17C at the bottom of page 33,~~ as follows:

Addition to the paragraph 17A of Document:

As of January 5, 1982, no purchaser shall be approved unless it is his or her intention that the unit shall be occupied by such purchaser and/or his or her immediate family as a private dwelling and as permanent occupants of the unit. Any rental provisions in the Declaration of Condominium By-Laws or Amendments, shall not apply until one year after the purchase of any unit. Should title to a unit be registered in the name of a person or persons other than the occupant, a notarized letter must be submitted to the Plantation Club Association, Inc., advising the name or names title holders and authorization for

permanent occupancy specifying the names of residents to be living in the unit on such permanent basis.

As of January 5, 1982, the leasing of units as a regular practice is not permitted. In order to meet special situations and to avoid undue hardships or practical difficulties, the Board of Directors may grant permission to an owner to lease his unit to a specified lessee for a period of not less that one year or more than two years and the unit may not be rented again during the period of current ownership.

Provisions governing rentals as outlined in the above paragraph, shall apply to any unit now being leased. At the termination of the present leases agreement on file at the office of the Plantation Club Association, Inc., any provision for an option or renewal clause shall be null and void. The Board of Directors may consider the allowance of another lease period of from one year to two years and at the termination of such period, no further leasing of such unit shall be permitted.

~~B. Rental or lease: A condominium parcel shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Board of Directors shall have the right to require that a substantially uniform form of lease be used.~~

~~In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration, and either the lessee or the member shall have the right to use the recreational facilities to the exclusion of the party not using same.~~

~~Completely apart from and in addition to the Association's right to pass on and approve or disapprove of any such attempted lease on any condominium unit, is the right of the Association hereby given and granted of first refusal to lease any condominium unit offered for lease by any member of the Association. Accordingly, no owner of a condominium unit shall lease same to any party without first giving the Association notice in writing of such lease as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said condominium unit on the same terms and conditions as those contained in any bona fide offer which owner of such condominium unit may have received for the lease of his said condominium unit. If the Association is desirous of exercising its option to lease said condominium unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the owner of said condominium unit desiring to lease the same of the exercise by Association of its election to so lease said condominium unit, such notice to be in writing and sent by certified mail to said owner within fifteen (15) days from receipt by the Association of the owner's notice to said Association as hereinabove required. If the Association has elected to lease such condominium unit, then, upon notifying the owner of such condominium unit of its election to lease said condominium unit, the Association shall execute a lease and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the~~

~~Association does not, within fifteen (15) days after notice to it from the owner, exercise its right of first refusal herein granted the owner may lease the condominium unit to the proposed lessee, provided that the Association has approved of the lessee as hereinabove stated. If the Board of Directors of the association shall so elect, it may cause its right of first refusal to lease any condominium unit to be exercised in its name for itself or for a party approved by said Board of Directors.~~

2. THAT nothing in this RESOLUTION shall not be construed to affect any leases currently in effect on the premises except that any options or renewal clauses in any such leases are hereby declared NULL and VOID;

3. THAT all current owners and tenants are hereby on notice that all current leases shall expire and be of no further effect at the conclusion of their current term;

4. THAT all current owners are hereby on notice that any future attempt to lease a unit on the premises shall be subject to approval of the Board according to paragraph 17A republished above and that application and enforcement of that paragraph shall be done in a uniform and consistent manner;

IN WITNESS WHEREOF, the undersigned has caused those present to be signed on its behalf by the appropriate individuals on this 20th day of May, 2004.

Signed, Sealed and Delivered
in the presence of:

Bryan Adeline
JOHN A. DAURIA

PLANTATION CLUB
CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit
corporation

By: Dorothy M. Dillon, President

STATE OF FLORIDA
COUNTY OF BROWARD

~~BEFORE~~ ME personally appeared Dorothy M. Dillon to me well known and known to me to be the individual described in or who provided _____ as identification and who executed the foregoing and acknowledged to me that he/she was duly authorized to sign the foregoing on behalf of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation.

IN WITNESS whereof, I have hereunto set my hand and seal on this 20th day of May, 2004.

Notary Public

My Commission Expires:

Bryan Adeline
MY COMMISSION # DD126347 EXPIRES
June 16, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

THIS INSTRUMENT WAS PREPARED BY
KAYE BENDER REMBAUM, P.L.
ATTN: EMILY E. GANNON, ESQ
1200 PARK CENTRAL BOULEVARD SOUTH
POMPANO BEACH, FLORIDA 33064

CERTIFICATE OF AMENDMENT TO THE BYLAWS OF PLANTATION CLUB ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Bylaws of Plantation Club Association, Inc., as recorded as an exhibit to the Declarations of Condominium of Plantation Club A, B, C, and D as described in Official Records of the Public Records of Broward County, Florida, as set forth below, were duly adopted by written consent in accordance with the provisions of Section 617.0701(4)(a), Florida Statutes, and the governing documents.

Building	Official Records Book	Page No.
A	5953	270
B	6152	575
C	6854	582
D	6854	696

IN WITNESS WHEREOF, we have affixed our hands this 02 day of December, 2015, at Plantation, Broward County, Florida.

By: B. Oxley / President
Print: Beate Oxley
Attest: Angelica Cubillas / Board member
Print: ANGELICA CUBILLAS

STATE OF ~~FLORIDA~~
COUNTY OF Broward.

The foregoing instrument was acknowledged before me this 2nd day of December, 2015 by Beate Oxley as President and Angelica Cubillas as Secretary of Plantation Club Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced known as identification.

NOTARY PUBLIC:
sign
print Vicki D. Dillon
State of Florida at Large

My Commission Expires:

VICKI D. DILLON
MY COMMISSION #FF033177
EXPIRES July 2, 2017
(407) 398-0153 FloridaNotaryService.com

AMENDMENT
TO THE BYLAWS OF
PLANTATION CLUB ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . ."}

ARTICLE II

DIRECTORS

. . .

B. Resident Directors shall be elected solely by the members of each Condominium who are the only members entitles to vote for their respective Resident Director. Each Condominium shall elect its Resident Director for the term and in the manner herewith specified: ~~Starting in 1981, a staggered period of serving will be in effect for the Director of each Condominium to be chosen as follows:~~ The current Resident Directors shall serve two (2) year terms, which began in 2014, and all Resident Directors thereafter shall continue to serve two (2) year terms.

~~Alternating method of electing a Resident Director for Plantation Club Condominium~~

~~Initial Election:~~	~~D~~	~~C~~	~~B~~	~~A~~
~~(1) To serve for a term of~~	~~2 Yrs~~	~~1 Yrs~~	~~1 Yr~~	~~1 Yr~~
~~Following Years:~~				
~~(2) For a term of~~	~~0~~	~~2 Yrs~~	~~1 Yr~~	~~1 Yr~~
~~(3) For a term of~~	~~1 Yr~~	~~0~~	~~2 Yr~~	~~1 Yr~~
~~(4) For a term of~~	~~1 Yr~~	~~1 Yr~~	~~0 2 Yrs~~	
~~(5) For a term of~~	~~2 Yrs~~	~~1 Yr~~	~~1 Yr~~	~~0~~

~~With subsequent years following in the same repetitive alternating order.~~

C. Directors at large shall be elected by the membership of the Association at large in the following manner: The Board shall its sole discretion determine the number of Directors at large. The current Directors at large shall serve two (2) year terms, which began in 2014,

and all subsequent Directors at large shall serve two (2) year terms.

~~In the initial election year the candidate with the highest number of votes shall be elected for a term of two years with the others to serve for 1 year. In subsequent years the candidate with the highest number of votes for the remaining at large seats shall be elected to serve for two years with the other for one year.~~

~~Example chart:~~	~~Candidates:~~	~~1~~	~~2~~	~~3~~
~~(1) Initial Year - To serve for a term of~~		~~2 Yrs~~	~~1 Yr~~	~~1 Yr~~
~~(2) Following Year - To serve for a term of~~		~~0~~	~~2 Yrs~~	~~1 Yr~~
~~(3) Following Year - To serve for a term of~~		~~1 Yr~~	~~0~~	~~2 Yrs~~
~~(4) Following Year - To serve for a term of~~		~~2 Yrs~~	~~1 Yr~~	~~0~~

. . .

76-251364

PLANTATION CLUB D, A CONDOMINIUM

Condominium Documents

OFF. REC. 6854 PAGE 625

RETURN TO:
SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
P. O. BOX 650 551
NORTH MIAMI BEACH, FLORIDA 33160

This Instrument Was Prepared By:
JEROME H. STERN
of SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
ATTORNEYS-AT-LAW
1799 N. E. 164th Street
North Miami Beach, Florida 33162

TABLE OF CONTENTS
CONDOMINIUM DOCUMENTS
PLANTATION CLUB D
A CONDOMINIUM

		Page
Declaration of Condominium		1
1.	Purpose	1
2.	Name	1
3.	Property Submitted to Condominium Form of Ownership	1
4.	Definitions	2
5.	Development Plan & Identification	3
6.	Easements	4
7.	Common Elements	5
8.	Ownership of Common Elements & Restrictions thereto	6
9.	Common Expenses	7
10.	Governing Body	7
11.	Maintenance, Alterations & Improvements	10
12.	Enforcement of Maintenance	12
13.	Condominium Working Capital	12
14.	Assessments, Liability, Lien and Priority, Interest, Collection	14
15.	Insurance	20
16.	Obligations of Members	29
17.	Conveyance, Sales, Rentals, Leases and Transfers	31
18.	Restraint upon Separation & Partition	36
19.	Costs and Attorneys' Fees	36
20.	No Waiver of Rights	37
21.	Assignability of Rights of Developer	37
22.	Type of Ownership	37
23.	Amendments	37
24.	Termination	39
25.	Apartment Unit Boundaries	40
26.	Rights Reserved Unto Institutional Mortgagees	41
27.	Covenants	43
28.	Restrictions and Easements	43
29.	Developer's Tenants	44
30.	Invalidation and Operation	44
31.	Approval and Ratification	45
32.	Reservation of Exclusive Right to Install, Provide and Maintain Pay Television in the Condominium Property and Recreational Facilities	45
33.	Warranties	45
34.	Execution of Documents Required by City of Plantation or Broward County	46
35.	Land Use Agreement	46
36.	Developer's Right to Continue Construction	49
37.	Notices	49
38.	Interpretation	49

ORB 6854 PAGE 027
REC.

Legal Description (Exhibit A)	53
Survey of Land (Exhibit B)	54
Percentage of Ownership of Common Elements and Percentage for Paying Common Expenses and Sharing Common Surplus (Exhibit C)	55
By-Laws of Plantation Club Association Inc. (Exhibit D)	56
Article I - General	1
Article II - DIRECTORS	1
Article III - Officers	6
Article IV - Membership	8
Article V - MEETINGS OF MEMBERSHIP	9
Article VI - Notices	11
Article VII - Finances	11
Article VIII - Seal	12
Article IX - Rules and Regulations	12
Article X - Default	15
Article XI - Registers	16
Article XII - Surrender	17
Article XIII - Joint Ownership	17
Article XIV - Amendment of By-Laws	17
Article XV - Land use Recreational Agreement	18
Article XVI - Real Property Taxes	18
Article XVII - Construction	19
Articles of Incorporation (Exhibit E)	57
Article I - Name	1
Article II - Purpose	1
Article III - Powers	1
Article IV - Members	1
Article V - Term	2
Article VI - Subscribers	2
Article VII - BOARD OF DIRECTORS	3
Article VIII - Officers	3
Article IX - Indemnification	4
Article X - Address	4
Article XI - By-Laws	5
Article XII - Amendments	5
Legal Description of Condominium Property (Exhibit A to the Articles of Incorporation)	7
First Amendment to Articles of Incorporation	8
Warranty Deed (Exhibit F to the Declaration of Condominium)	58
Land Use Agreement and Amendment (Exhibit G)	59
Project or Complex Land (Exhibit H)	60
Maintenance Guarantee (Exhibit I)	61

ORB 6854 PAGE 623
REC.

DECLARATION OF CONDOMINIUM OF

PLANTATION CLUB D

A CONDOMINIUM

BROWARD COUNTY, FLORIDA

PLANTATION CLUB DEVELOPMENT CORP., herein called "the Developer", makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the land described and improvements described to the condominium form of ownership and use in the manner provided in Chapter 711 of the Florida Statutes, as amended, herein called "the Condominium Act". Except where permissive variances therefrom appear in this Declaration the annexed By-Laws, and/or the Charter of PLANTATION CLUB ASSOCIATION, INC., a Florida corporation not for profit, or in lawful amendments to these instruments, the provisions of Chapter 711, supra, including the definitions therein contained, are adopted herein by express reference as if set forth in haec verba, and said statute as amended from time to time, and this Declaration, the annexed By-Laws, and the Charter of said corporation, as lawfully amended from time to time, shall govern this Condominium and the rights, duties, and responsibilities of owners of condominium parcels therein.

2. Name. The name by which this Condominium is to be identified is "PLANTATION CLUB D, a Condominium".

3. Property submitted to Condominium Form of Ownership. The following property is hereby submitted to the Condominium form of ownership:

(a) The Land. The lands, owned by the Developer, lying and being situate in Broward County, Florida, as more particularly set forth in Exhibit A attached hereto, which lands are herein called "the land".

(b) The Improvements. One building containing 48 condominium units and all common elements appurtenant thereto.

4. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of PLANTATION CLUB ASSOCIATION, INC., shall be defined in accordance with the provisions of Florida

ORB REC. 6854 PAGE 623

Statute, Section 711.03 as amended by Laws of Florida Chapter 74-104 of the Condominium Act, and as follows unless the context otherwise requires:

(a) Condominium Unit - The unit being a unit space, designated "condominium unit" on the sketch of survey and plans attached hereto and marked as Exhibit B.

(b) Common Elements - Common elements means the portion of the condominium property not included in the units. Common elements shall include the tangible personal property required for the maintenance of the common elements and limited common elements even though owned by the Association. References to common areas mean and are common elements, and said words "common areas" and "common elements" are used interchangeably.

(c) Condominium Parcel - The condominium unit, together with an undivided share in the common elements appurtenant thereto.

(d) Owner - That person or entity owning a condominium parcel.

(e) Co-Tenant - An owner owning a condominium parcel in conjunction with another owner.

(f) Association or Corporation - means PLANTATION CLUB ASSOCIATION, INC., the entity responsible for the operation of the condominium.

(g) Member - An owner or co-tenant who, or which, is a member of PLANTATION CLUB ASSOCIATION, INC., a Florida non-profit membership corporation, hereinafter referred to as "Association".

(h) By-Laws - means the By-Laws for the government of the Condominium as they exist from time to time.

(i) Voting Rights - If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designaged by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

OFF. REC. 6854 PAGE 410

(j) Land Use Agreement. - Refers to the interest of the Association in and to the recreational facilities, land and improvements as described and set forth in the Land Use Agreement and Amendment thereto, which are recorded under Clerk's File Number 74-207149 for the Land Use Agreement and under Clerk's File Number 74-227430 for the Amendment to Land Use Agreement, all of the Public Records of Broward County, Florida,(hereinafter collectively referred to as Land Use Agreement), wherein the Developer is the initial owner and the Association the ultimate owner of the property thereunder, the said Land Use Agreement and Amendment attached hereto as Exhibit G. That with respect to the Land Use Agreement, the words "owner" and "Developer" have been used interchangeably.

(k) Recreational Facilities. - Recreational facilities means the facilities, land, and improvements provided under the Land Use Agreement.

(l) Common Expenses. - Common expenses include: (a) expenses of administration and management of the condominium property; (b) expenses of maintenance, operation, repair or replacement of common elements; (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws; (d) expenses and payments due under the Land Use Agreement; and (e) any valid charge against the condominium as a whole.

(m) Institutional Mortgagee. - Is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either Ford Motor Credit Company, a Delaware corporation, its assignees or nominees, or a bank, life insurance company or a Federal or State savings and loan association, or a mortgage or real estate investment trust, or a union pension fund.

(n) Institutional Mortgage. - Is a mortgage owned or held by an institutional mortgagee.

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

5. Development Plan and Identification. Plantation Club (hereinafter referred to as "Complex" or "Project" means and refers to the entire group of Condominiums and/or Rental Type structures and improvements which the Developer intends to construct upon the Plantation Club Land (hereinafter also referred to as "Complex" or "Project Land", said land more particularly described on Exhibit H attached hereto and made a part hereof), one of which is the Condominium created by this Declaration. The construction of the Project is a projected plan of development only and nothing contained herein

REC. 6554 PAGE 101

shall be construed as making it obligatory upon the Developer to construct said Project, or if constructed, to construct same in accordance with any particular plan of development and in fact, if constructed, the Developer need not submit said additional structures outside this Condominium to Condominium ownership but, in fact, may utilize same as rental type structures. It is understood that any Condominium submitted to Condominium ownership in the Project shall have as its one governing body PLANTATION CLUB ASSOCIATION, INC., so that all Condominiums within the Complex shall have the same Condominium Association for the benefit, joint rule, maintenance and operation of all the Condominiums within the Project subject to the terms and conditions of this Declaration, and accordingly, the foregoing is deemed to be a multi-phase Condominium Project under the laws of the State of Florida.

The condominium units and all other improvements constructed on the condominium property are set forth in detail in Exhibit B attached hereto and made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions, and size of such unit as well as of the common elements appurtenant thereto.

Each condominium unit is identified by a number, letter, or name, or combination thereof, as shown on the plans attached hereto as Exhibit B and made a part hereof, so that no unit bears the same designation as does any other unit.

6. Easements. Each of the following easements is a covenant running with the land of the Condominium for the benefit of all land owners of the lands described in Exhibit H hereto, to wit:

(a) Utilities - As may be required for utility services in order to adequately serve the Condominium and the Recreational areas, and any land in Exhibit H hereto; provided, however, easements through a unit shall be only according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved, in writing, by the Unit Owner. Any portion of the common elements including end walls and outside walls of units may be used for housing electric meters, meter closets, meter rooms, water meters, hose bibs and other electrical and water meters and boxes that may be necessary to any unit within the PLANTATION CLUB Complex or Project.

(b) Traffic - An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian

OFF. REC. 6854 PAGE 102

traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the unit owners; institutional mortgagees; and the owner of the Recreational area and Land owners of the lands described in Exhibit II, their mortgagees, heirs, personal representatives, successors and assigns; and those claiming by, through or under the aforesaid; provided, however nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

(c) Easement for Unintentional and Non-Negligent Encroachments - If a unit shall encroach upon any common element, limited common element, or upon any other unit, by reason of original construction or by the non-purposeful or non-negligent act of the unit owner or Developer, then an easement appurtenant to such encroaching unit to the extent of such encroachment shall exist so long as such encroachment shall exist. If any common element or limited common element shall encroach upon any unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such common element or limited common element to the extent of such encroachment shall exist so long as such encroachment shall exist.

(d) Support. The Developer, Association and the Recreational Facilities Owner under the Land Use Agreement hereby grants to each other, their heirs, successors and assigns, and all third party beneficiaries, including Condominium Unit Owners, their lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominium or the premises under the Land Use Agreement.

7. Common Elements. Common elements as hereinabove defined shall include within its meaning, in addition to the items as listed in the Florida Condominium Act, Section 6, the following items:

(a) An undivided share in the common surplus.

(b) Cross-easements for ingress, egress, support, maintenance, repair, replacement and utilities.

(c) Easements or encroachments by the perimeter walls, ceilings, and floors surrounding each condominium unit caused by the settlement or movement of the building or caused by minor

OFF. REC. 6854 PAGE 1233

inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

(d) Easement for overhanging troughs or gutters, downspouts, and the discharge therefrom of rain water and the subsequent flow thereof over condominium units or any of them.

8. Ownership of Common Elements and Restrictions thereto. The owner of each unit shall own a share and certain interests in the condominium property which are appurtenant to his unit, which include, but are not limited to, the following items which are appurtenant to the several units, as indicated:

(a) Automobile Parking Spaces - As each condominium unit is purchased, the Developer shall assign in writing to said unit a parking space hereinafter referred to as an "assigned parking space". Once said parking space is assigned by the Developer, then said parking space shall be deemed as an appurtenance to said condominium unit to which it was assigned, and such parking space may not thereafter be separately conveyed, hypothecated, transferred, encumbered or otherwise dealt with, and title thereto shall pass only with title to the unit to which it is appurtenant, subject to the hereinafter provisions.

All "unassigned parking spaces" are hereby deemed to be parking spaces for the purpose of guests, employees, servants and visitor parking and parking for second automobiles of unit owners.

Notwithstanding anything herein to the contrary contained a unit owner upon written request may exchange his assigned parking space for an unassigned parking space providing that either the Developer or the Board of Directors approves same in writing. In the event of the foregoing the original assigned parking space shall be deemed an unassigned parking space and conversely the subject unassigned parking space shall be deemed an assigned parking space as an appurtenance to said condominium unit to which it was subsequently assigned. No parking space bears the same identifying number as any other.

(b) Common Elements - The undivided shares, stated as percentages, in the common elements appurtenant to each of the Condominium units is set forth on the schedule attached hereto and made a part hereof by reference as Exhibit C.

(c) Association - The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.

OFF. REC. 6854 PAGE 101

(d) Common Surplus - Each Unit Owner shall own any common surplus of his Condominium in the same percentage as the common expenses appurtenant to each unit are shared as set forth in Exhibit C. However, this ownership does not include the right to withdraw or require payment or distribution of the same, inasmuch as common surplus shall constitute advance payment of estimated monthly maintenance and shall be applied in reduction thereof for the next ensuing monthly maintenance payments during the fiscal year. Any reduction as aforementioned shall be allocated over the next succeeding fiscal year.

9. Common Expenses. The common expenses of the Condominium, shall be shared by the Unit Owners as specified and set forth in Exhibit C. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium Parcels, their locations, or the building square footage included in each Condominium Unit.

10. Governing Body. The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be PLANTATION CLUB ASSOCIATION, INC. The By-Laws of the Association are attached hereto as Exhibit D and made a part hereof, and a copy of the Articles of Incorporation of the Association, and Amendment thereto, is attached hereto as Exhibit E and made a part hereof.

Recognizing the unique architectural features of the entire Project and that there are certain reciprocal rights and duties to be shared between this Condominium and other condominiums, and mindful of the fact that the management and control of such matters would be facilitated by the use of one governing entity, it is expressly understood and agreed that PLANTATION CLUB ASSOCIATION, INC. shall be the condominium association for this and all other condominiums to be constructed on the PLANTATION CLUB land that desire this Condominium Association to govern its affairs.

All parties hereafter owning condominium parcels (owners) in this Condominium, which interest is evidenced by recordation of a proper instrument in the Public Records of Broward County, Florida, shall automatically be members of the Association, and such membership shall automatically terminate when such persons have divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

OFF. REC. 6854 PAGE 703

A person or entity owning more than (1) condominium parcel may be designated as a voting member for each such condominium parcel which it or he owns. The Developer shall be deemed an Owner and voting member of and for each unsold Condominium Unit. Failure by all owners of any single condominium parcel to file the aforementioned written statement with the secretary prior to a members' meeting will result in depriving such owners of a single condominium parcel of a vote at such meeting.

All the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of voting members.

The Association shall have all of the powers and duties reasonably necessary to operate this Condominium as set forth in this Declaration, the By-Laws, and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all the powers and duties of an association, as set forth in the Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, including:

(a) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.

(b) The power to make and collect assessments and to lease, maintain, repair and replace the common elements.

(c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at all reasonable business hours.

(d) The power to enter into the Land Use Agreement attached hereto as Exhibit G. To enter into contracts with others for a valuable consideration, for vending machines and for the maintenance and management of the subject condominium property, including the normal maintenance and repairs of the common elements, and in connection therewith to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, etc. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit.

ORB 6854 PAGE 1051

Each Unit Owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution of same by the Association; covenanting and promising to perform each and every of the covenants, promises and undertaking to be performed by Unit Owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such agreement are hereby ratified, confirmed, approved and adopted.

(e) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, comfort, safety and welfare of the Condominium Unit Owners, all of whom shall be subject to such rules and regulations.

(f) To grant or contract for easements, licenses and other privileges and duties on behalf of the membership where no members' rights are substantially affected.

(g) Subsequent to the filing of this Declaration of Condominium, the Condominium Association, when authorized by a vote of 75% of the total vote of the Unit Owners of the Association, and approved by the owners and holders of institutional first mortgages encumbering Condominium parcels who represent a majority of the dollar institutionally mortgaged indebtedness against this Condominium, then and in such event, the Association may purchase and/or acquire and enter into agreements, from time to time whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities including, but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses.

O.R. REC. 6854 PAGE 707

The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel(s), or which would change the provisions of the By-Laws with respect to institutional mortgagees, without the written approval of all institutional mortgagees of record.

11. Maintenance, Alterations and Improvements. The responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvement shall be as follows:

(a) By the Association - The Association shall maintain, repair and replace at the Association's own expense:

(1) All Common elements and limited common elements.

(2) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load-bearing columns.

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which service part or parts of the Condominium other than the unit within which contained.

(4) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

(5) All property owned by the Association, including any of the recreational facilities, lands, and improvements under the Land Use Agreement.

(b) By the Condominium Parcel Owner - The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of the unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the unit owner shall be windows, screens and doors opening into or onto his unit, sliding glass doors and plate glass. All such maintenance, repairs and replacements shall be done without disturbing the rights of other unit owners.

(2) To maintain, repair and replace at his own expense his individual air-conditioning and heating system inside and outside his individual condominium unit.

OFF. REC. 6854 PAGE 703

(3) Within the unit to maintain, repair and replace at his expense all fans, stoves, refrigerators, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage, and sanitary service to his condominium unit. The floor and interior walls of any balcony attached to condominium units shall be maintained by the condominium unit owner thereof at his own expense.

(4) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building including the terraces or any stucco portion of the unit or the color and design of the framing and screening.

(5) To promptly report to the Association any defects or need for repairs the responsibility for the remedy of which is that of the Association.

(6) No condominium parcel owner other than the Developer shall make any alterations in the portions of the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval from the Board of Directors of the Association.

(c) Alteration And Improvement - There shall be no material alterations or substantial additions to the common elements or limited common elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of voting members casting not less than seventy-five per cent (75%) of the total votes of the members of the Association present at any regular or special meeting of the unit owners called for that purpose. The cost of the foregoing shall be assessed as common expenses of this Condominium. Where any alterations or additions as aforedescribed are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owners exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall be made only when authorized by the Board of Directors and ratified by not less than seventy-five per cent (75%) of the total votes of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten or less, the approval of all but one shall be required.

OFF. REC. 6854 PAGE 1109

12. Enforcement of Maintenance. In the event the owner of a unit fails to maintain it as required above, the Association, Developer, or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, or the Association shall have the right to assess the Unit Owner and the Unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a Unit Owner violates any of the provisions of Paragraph 11 above, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without consent of the Unit Owner.

13. Condominium Working Capital. At the time the Developer sells and closes a condominium unit to a purchaser (purchaser thereby becoming a Unit Owner of this Condominium) the purchasers shall deposit an amount equal to one-half of one percent of the purchase price of the unit, said sum to be deposited with Purchasers' Condominium Fund for the purpose of initial maintenance, reserve, initial and non-recurring capital expenses, which may be referred to as "condominium working capital". The Purchasers' Condominium Fund may be commingled by the Association with any of its other funds.

The commencement of payment of common expenses by Unit Owners shall be at such time as the Developer notifies Unit Owners of commencement date of payment of monthly common expenses, provided same shall not commence later than the first day of the month from the date of the first closing in the Condominium. Prior to the time that maintenance payments are commenced for the Condominium, all maintenance expenses shall be paid from the Purchasers' Condominium Fund and all utility deposits and advance insurance premiums for insurance policies and coverage pursuant to this Declaration and Exhibits attached hereto shall be paid from the Condominium Working Capital Fund.

OFF. REC. 6854 PAGE 710

Initial contribution to the Condominium Fund is contemplated to provide for cost of maintenance of this Condominium from date of completion thereof until the date at which the regular monthly maintenance installments are commenced. After the commencement date of payment of monthly common expenses, in the event there are unsold units, the Developer retains the right to be the owner of said unsold units. However, the Developer, pursuant to and in accordance with Exhibit I hereto, which is a Form of Guarantee to be delivered to each purchaser at time of closing, has guaranteed that the assessment for common expenses of the Condominium imposed upon the unit owners other than Developer shall not increase over a stated dollar amount, and obligates Developer to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners. The foregoing provisions are pursuant to Florida Statutes Section 711.15(3)(b) as amended and added by Laws of Florida, Chapter 74-104(9).

The provisions of this Paragraph 13 are paramount to and superior to the provisions of Paragraphs 9 and 14 of this Declaration as to the matters set forth in this paragraph.

OFF. REC. 6854 PAGE 711

14. Assessments, Liability, Lien and Priority, Interest, Collection. Common expenses shall be assessed against each condominium parcel owned by the Association as provided in paragraph 9 above.

Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of $25.00 shall be due and payable.

The Board of Directors of the Association may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien and may settle and compromise same if in the best interest of the Association. The delinquent members shall pay all costs, including reasonable attorneys'fees incident to the collection of such assessments or enforcement of such lien. In any lien foreclosure, the condominium parcel owner may be required to pay a reasonable rental for continued occupancy or use of the condominium parcel, and plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against said bid sums due the Association for assessments, interest, and collection costs.

As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless of when said assessment was due, but not to any other mortgage. The Association shall maintain a register of institutional first mortgages and shall give such mortgagees notice, in writing, of all notices given by the Association to the owner of such condominium parcel encumbered by such institutional first mortgage.

If the mortgagee of a first mortgage of record, or the owner under the Land Use Agreement, or any other purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of the foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, or of the lien of the owner under the Land Use Agreement, such acquiror 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 owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels in the condominium, including such acquiror, his successors and assigns. It is understood that such acquiror shall be liable for his share of common expenses or assessments attributable to his condominium unit from the date of acquiring said condominium unit.

OFF. REC. 0854 PAGE 712

In furtherance of said grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation and management of the the Condominium, the following provisions shall be operative and binding upon the owners of all condominium units, to wit:

A. In accordance with Florida Statutes Section 711.11(2)(f), as amended by Laws of Florida, Chapter 74-106(6), the Board of Directors of the Association shall establish an annual budget, in advance, for each fiscal year, which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year, which may be required for the proper operation, management and maintenance of the Condominium. As a common expense of the Association, there shall be included the cost of maintaining leasehold, membership, and other possessory, use or fee interests in lands or facilities, including, but not limited to, country clubs, golf clubs, marinas and other recreational and communal facilities, whether or not contiguous to the lands or the Condominium, to provide enjoyment, recreation or other use or benefit to the condominium owners, all as may be now or hereafter acquired, directly or indirectly, in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the Association. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary.

B. The Board of Directors of the Association, in establishing said annual budget for operation, management and maintenance of the Project, may include therein a sum to be collected and maintained as a reserve fund for replacement of common elements, which reserve fund shall be for the purpose of enabling the Assoc-

OFF. REC. 6854 PAGE 713

iation to replace structural elements and mechanical equipment constituting a part of common elements, as well as the replacement of personal property which may constitute a portion of the common elements held for the joint use and benefit of all of the owners of all condominium parcels. The amount to be allocated to such reserve fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of common elements.

C. The Board of Directors of the Association, in establishing said annual budget for operation, management, and maintenance of the Project, may include therein a sum to be collected and maintained as a general operating reserve, which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by condominium parcel owners, as a result of emergencies or for other reason placing financial stress upon the Association.

D. All monies collected by the Association shall be treated as the separate property of the said Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said Association, and as monies for any assessment are paid to the Association by any condominium parcel owner, the same may be commingled with monies paid to said Association by other condominium parcel owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of common elements, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, hypothecate, pledge, or in any manner transfer his membership interest therein, except as an appurtenance to his condominium parcel. When the owner of a condominium parcel shall cease to be a member of the Association by reason of his divestment of ownership of such condominium parcel, by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the Association, or which may have been paid to the Associ-

OFF. REC. 6351 PAGE 113

ation by such condominium parcel owner, as all monies which any condominium parcel owner has paid to the Association shall be and constitute an asset of said corporation which may be used in the operation and management of the Condominium.

E. The payment of any assessment or installment thereof due to the Association shall be in default if such assessment, or any installment thereof, is not paid unto the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear interest at the rate of ten percent (10%) per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to the Association.

F. The owner or owners of each condominium parcel shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, which may be levied by the Association while such party or parties are owner or owners of a condominium parcel in the Condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to the Association, such owner or owners of any condominium parcel shall be personally liable, jointly and severally, for interest on such dilinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

G. No owner of a condominium parcel may exempt himself from liability for any assessment levied against such owner and his condominium parcel by waiver of the use or enjoyment of any of the common elements, or by abandonment of the condominium parcel or in any other way.

H. Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of condominium parcels, and that the payment of such common expense represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each condominium parcel, the Association is hereby granted a lien upon such condominium parcel and its appurtenant undivided interest in the common elements, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each condominium parcel, which

OFF. REC. 6854 PAGE 1150

lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon said condominium parcel and its appurtenant undivided interest in the common elements. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any condominium parcel from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said condominium parcel, without notice to the owner of said condominium parcel. The rental required to be paid shall be equal to the rental charged on comparable type of condominium units in Broward County, Florida. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of ten percent (10%) per annum on any such advances made for such purpose. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any condominium parcel, or who may be given or acquire a mortgage, lien, or other encumbrance thereon, is hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any condominium parcel expressly subject to such lien rights.

I. The lien herein granted unto the Association shall be effective from and after the time of recording in the Public Records of Broward County, Florida, a claim of lien stating the description of the condominium parcel encumbered thereby, the name of the record owner, the amount due, and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

OFF. REC. 6854 PAGE 716

J. Whenever any condominium parcel may be leased, sold, or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, the Association, upon written request of the owner of such condominium parcel, shall furnish to the proposed lessee purchaser, or mortgagee a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such condominium parcel. Such statement shall be executed by any officer of the Association, and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase, or mortgage transaction, and the Association shall be bound by such statement.

In the event that a condominium parcel is to be leased, sold, or mortgaged at the time when payment of any assessment against the owner of said condominium parcel and such condominium parcel due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase, or mortgage proceeds shall be applied by the lessee, purchaser, or mortgagee first to payment of any then delinquent assessment or installments thereof due to the Association before the payment of any rent, proceeds of purchase, or mortgage proceeds to the owner of any condominium parcel who is responsible for payment of such delinquent assessment.

The Association shall have the right to withhold consent to a sale, lease, or mortgage where there is a deficiency or delinquency existing as to an assessment or installment due in the absence of a properly executed assignment to the Association of such portion of the proceeds of such sale, lease, or mortgage equal to the amount of such deficiency or delinquency.

In any voluntary conveyance of a condominium parcel, the grantee shall be jointly and severally liable with grantor for all unpaid assessments against the grantor made prior 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.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

OR REC. 6854 PAGE 117

15. Insurance.

A. Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the Condominium and insuring the Association and the common owners, as its and their interest appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be $100,000/$300,000/$10,000. Said insurance shall include, but not limit the same to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

B. Casualty Insurance.

(1) Purchase of Insurance. The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. The institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit shall have the right, for so long as it owns and holds any mortgage encumbering a condominium unit, to approve the policies and the company or companies who are the insurers under the insurance placed by the Association, as herein provided, and the amount thereof, and the further right to designate and appoint the Insurance Trustee. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

OR REC. 8854 PAGE 713

(2) Loss Payable Provisions - Insurance Trustee: All policies purchased by the Association shall be for the benefit of the Association, all unit owners, and their mortgagees, as their interest may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to CENTRAL BANK & TRUST CO., as Trustee, or to any other bank in Florida with trust powers, as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the unit owners and their respective mortgagees, (sometimes collectively referred to hereinafter as beneficial owners), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

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

(b) Condominium units: Proceeds on account of condominium units shall be in the following undivided shares:

1. Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

2. Total Destruction of Condominium Improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article - for the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.

OFF. REC. 6854 PAGE 719

(c) Mortgagees. In the event an institutional mortgage encumbers 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 participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

(3) Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(a) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all 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 him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(b) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed 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 him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere stated.

OFF. REC. 6854 PAGE 730

(c) Certificate: In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association executed by the President and Secretary of the Association, as to the names of the unit owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

(4) Loss Within a Single Unit: If loss shall occur within a single unit or units, without damage to the common elements, the insurance proceeds shall be distributed to the beneficial unit owner(s), 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 him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

(5) Loss Less than "Very Substantial": Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(b) If the damage or loss is limited to the common elements, with no, or minimum, damage or loss to any individual units, and if such damage or loss to the common elements is less than $3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(c) If the damage or loss involves individual units encumbered by institutional first mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of $3,000.00, the insurance proceeds shall

OFF. REC. 0854 PAGE 721

be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right to approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the Condominium property. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute any affidavit required by law or by the Association or the aforesaid institutional first mortgagee. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforedescribed, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

(d) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners for that portion of the deficiency

OFF. REC. 6854 PAGE 1133

as is attributable to his individual unit; provided, however, that if the Board of Directors find that it can not determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property.

(f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision shall be waived by the Board of Directors in favor of any institutional first mortgagee upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

(6) "Very Substantial" Damage. As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the Condominium is rendered untenantable, or loss or damage whereby seventy-five per cent (75%) or more of the total amount of insurance coverage (placed as per Article 15.B.1) becomes payable. Should such "very substantial" damage occur, then:

(a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) The provisions of Article 15.B.5(f) shall not be applicable to any institutional first mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.

OFF. REC. 6854 PAGE 1220

(c) Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment or the Condominium project, subject to the following:

1. If the net insurance proceeds available for restoration and repair, together with the funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless two-thirds (2/3) of the total votes of the members of the Condominium shall vote to abandon the Condominium project, in which case the Condominium property shall be removed from the provisions of the law, in accordance with Section 16 of the Condominium Act.

2. If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, then if a majority of the total votes of the members of the Condominium vote against such special assessment and to abandon the Condominium project, then it shall be so abandoned and the property removed from the provisions of the law in accordance with Section 16 of the Condominium Act. In the event a majority of the total votes of the members of the Condominium vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 15.B(5)(c) and (d) above. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in paragraph 15.B(5) (c) above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the Condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

OFF. REC. 10854 PAGE 721

(d) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners.

(7) Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the institutional mortgagee holding and owning the first recorded mortgage encumbering a condominium unit within the Condominium requires distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

(8) Certificate: The Insurance Trustee may rely upon a certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

(9) Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required. The Insurance Trustee is not obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restorations or rebuilding.

(10) Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

C. WORKMEN'S COMPENSATION POLICY to meet the requirements of law.

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

ORB REC. 6854 PAGE 720

E. Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in paragraph F. hereinafter.

F. If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against unit owners, the Association, and their respective servants, agents, and guests.

OFF. REC. 6854 PAGE 123

10. Obligations of Members. In addition to other obligations and duties heretofore set out in this Declaration, every condominium parcel owner shall:

A. Not use or permit the use of his unit for any purpose other than as a family residence and maintain his unit in a clean and sanitary manner.

B. Not keep pets or other animals in his unit or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It is the intent of the Developer and the Association that said written approval will not be withheld for small animals. In the event written approval as aforedescribed is obtained by the unit owner, then and in such an event the unit owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be allowed to enter the recreational areas, and/or to cause a nuisance or disturbance of any kind or nature. In the event written approval as aforedescribed is obtained, then and in such an event such approval will be subject to Rules and Regulations established from time to time by the Association.

C. Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

D. Conform to and abide by the By-Laws or uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through, or under him do likewise.

E. Allow the Board of Directors and/or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvement within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions, and easements and the By-Laws of the Association.

F. Signs - No "Sold" or "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements, limited common elements, or units. The right is

OFF. REC. 6854 PAGE 727

reserved to the Developer to place "Sold" or "For Sale" or "For Rent" signs in connection with any unsold or sold or unoccupied units it may from time to time own. The same right is reserved to any institutional fi st mortgagee which may become the owner of a unit and to the Association as to any unit which it may own.

G. Not make or cause any structural alterations to and in the building, including, but not limited to, enclosing or screening of terrace of any unit, or removal of any additions or improvements or fixtures from the building, or do any act that will impair the structural soundness of the building without first obtaining the prior written consent of the Developer and the Association.

H. Make no repairs to any plumbing or electrical wiring or air conditioning and heating systems except by personnel authorized to do such work by the Board of Directors of the Association. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the common elements. All repairs for repair, maintenance and replacement of air conditioning and heating systems regardless of location shall be the responsibility of the unit owner involved in such repair or replacement.

I. Not cause to be constructed or built any additional air conditioning or fan equipment attached to walls, windows, or doors or displayed in such a manner as to be seen from the outside of the building.

J. Not cover by shutters, screens, or otherwise any windows, doors, terraces or walkways of his unit without first obtaining the prior written consent of the Developer and the Association.

K. Children - No persons who have not yet attained eight (8) years of age shall be permitted to reside upon the Condominium units, except that children under such age may be permitted to visit and temporarily reside thereon, provided that such temporary residence shall not exceed sixty (60) days in any one calendar year or sixty (60) days within any consecutive twelve (12) month period, whichever may provide the least permissible residence.

L. Proviso - Provided, however, that until the Developer has completed and sold all the units of the Condominium, neither the unit owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold units and the common areas as may facilitate such completion

O.R. REC. 6854 PAGE 223

and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and visual promotional materials. The Developer may use unsold units as model units or as sales office for display purposes to prospective condominium purchasers. The Developer shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as Developer determines.

17. Conveyances, Sales, Rentals, Leases and Transfers. In order to insure the community of congenial residents and thus protect the value of the units, the sale, leasing, rental, and transfer of units by any owner, other than the Developer, shall be subject to the following provisions:

A. Conveyances, Sales and Transfers - Prior to the sale, conveyance, or transfer of any residential condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance, or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days, the Board of Directors of the Association shall either approve or disapprove of a proposed sale, transfer, or conveyance, in writing, and shall notify the owner of its decision. In the event the Board of Directors shall fail to approve or disapprove of a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors disapproves the proposed sale, conveyance, or transfer, and if a member still desires to consummate such sale, conveyance, or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the secretary of the Association of his intention to sell, convey or transfer on a certain date, together with the price and other terms thereof, and the Association shall promptly notify the members of the Association of the date, price, and terms. Any member shall have the first right over the prospective purchaser to accept such sale or transfer at the price and on the terms contained in the notice, provided that they so notify the secretary of the Association, in writing, of the acceptance at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the secretary of the Association ten per cent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the owner. In the event no members of the Association accept first right of purchase as aforedescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will accept the transaction upon the price and upon the terms contained in the notice, provided that the Association must furnish (10)

OFF. REC. 0554 PAGE 2329

days before the date of the intended sale or transfer, notifies the owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association as a good faith deposit for the intended sale. In the event the member giving notice receives acceptance from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice received no written notice from any member of the Association accepting his price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the day of sale or transfer, then that member may complete the sale or transfer on the day and at the price and terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended, and immediately after such reimbursement said purchaser or transferee shall convey all of his right, title and interest to the member or members making the redemption.

An affidavit of the secretary of the Association stating that the Board of Directors approved in all respects on a certain date the sale or transfer of a condominium parcel to certain persons shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit the redemption rights herein afforded the members shall terminate.

An affidavit of the secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors disapproved or failed to act on such proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with, and that the sale or transfer of a particular condominium parcel to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the person's title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms, and date stated in the notice given to the secretary, but one hundred twenty (120) days after the date of the notice to the Board of Directors as stated in the affidavit the redemption rights herein afforded the members shall terminate.

OFF. REC. 6854 PAGE 739

B. Rental or Lease - A condominium parcel shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Board of Directors shall have the right to require that a substantially uniform form of lease be used.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration, and either the lessee or the member shall have the right to use the recreational facilities to the exclusion of the party not using same.

Completely apart from and in addition to the Association's right to pass on and approve or disapprove of any such attempted lease on any condominium unit, is the right of the Association hereby given and granted of first refusal to lease any condominium unit offered for lease by any member of the Association. Accordingly, no owner of a condominium unit shall lease same to any party without first giving the Association notice in writing of such lease as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said condominium unit on the same terms and conditions as those contained in any bona fide offer which the owner of such condominium unit may have received for the lease of his said condominium unit. If the Association is desirous of exercising its option to lease said condominium unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the owner of said condominium unit desiring to lease the same of the exercise by the Association of its election to so lease said condominium unit, such notice to be in writing and sent by certified mail to said owner within fifteen (15) days from receipt by the Association of the owner's notice to said Association as hereinabove required. If the Association has elected to lease such condominium unit, then, upon notifying the owner of such condominium unit of its election to lease said condominium unit, the Association shall execute a lease and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the Association does not, within fifteen (15) days after notice to it from the owner, exercise its right of first refusal herein granted the owner may lease the condominium unit to the proposed lessee, provided that the Association has approved of the lessee as hereinabove stated. If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease any condominium unit to be exercised in its name for itself or for a party approved by said Board of Directors.

C. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

ORB REC. 6854 PAGE 731

D. In the case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons other than the surviving spouse or members of his family, as aforedescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforedescribed, the Board of Directors of the Association shall, within thirty (30) days of proper evidence or rightful designation served upon the president or any other officer of the Association; or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owners of the condominium parcel. If the Board of Directors of the Association shall consent, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase or to furnish a purchaser, for cash, the said condominium parcel at the then fair market value thereof. Should the parties fail to agree on the value of such condominium parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for Broward County, Florida, upon ten (10) days' Notice, on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representatives of the deceased owner out of the amount realized from the sale of said condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser of said condominium parcel within such period, and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel; or such person or persons or the legal representative of the deceased owner may sell the said condominium parcel, but such sale shall be subject in all other respects to the provisions of this enabling Declaration and the By-Laws of the Association.

OFF. REC. 0854 PAGE 432

E. Mortgage - No parcel owner may mortgage his parcel or any interest therein without the approval of the Association, except to an institutional mortgagee. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

F. Any sale, mortgage or lease not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Association.

G. There shall be deposited and delivered to the Association a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or of transfer, gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee. It is understood that no fee shall be charged in connection with a transfer or approval in excess of the expenditures reasonably required for credit report expenses, and this expense shall not exceed fifty dollars ($50.00). No charge shall be made in connection with an extension or renewal of a lease.

H. The foregoing provisions of this paragraph 17 shall not apply to transfer by a unit owner to his or her spouse or (if a unit is owned by a form of co-tenancy) to transfer from one co-tenant to the above co-tenants.

I. The Board of Directors of the Association shall have the right to withhold consent and approval of prospective unit owners or lessees, to any lease, sale, transfer, conveyance, bequest, devise or otherwise in the event those prospective unit owners or lessees by being such a unit owner or lessee would automatically violate or breach a term, condition, restriction, rule or regulation, or covenant under this Declaration or Exhibits hereto.

J. The foregoing provisions of this paragraph 17 shall not apply to a transfer to or purchase by an institutional mortgagee that acquires its title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by an institutional mortgagee that so acquires its title; nor shall such provisions apply to a transfer, sale, or lease by a 'bulk grantee' of an institutional mortgagee that so acquires its title as a result of owning a mortgage upon the unit concerned. A 'bulk grantee' is defined as a grantee acquiring five or more units from said institutional mortgagee. The assignee of a mortgage originally taken by an institutional mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to said institutional mortgagee. 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 provided by law, such

OFF. REC. 6854 PAGE 733

as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Developer, or any person who is an officer, stockholder or Director of the Developer, and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a unit without complying with the provisions of this paragraph 17, and without the approval of the Association, and without payment of any screening fee.

K. Notwithstanding anything herein to the contrary, the Developer shall have the right of first refusal to purchase any unit which the members or Association shall have the right to purchase upon the same price and at the same terms available to the Association or members; such right of first refusal to continue until such time as the Developer shall have completed, sold and closed on the sale of all units in the Condominium, or until three (3) years after the recordation of this Declaration, whichever shall first occur.

18. Restraint upon Separation and Partition. Any transfer of a condominium parcel must include all elements thereof as aforedescribed and appurtenances thereto whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements, the unit, and his Association membership. Recognizing that the proper use of a condominium parcel by an owner or owners is dependent upon the use and enjoyment of the common elements in common with the owners of all other condominium units, and that it is in the interest of all owners of condominium parcels that the ownership of the common elements be retained in common by the owners of condominium parcels in the Condominium, it is declared that the percentage of the undivided interest in the common elements appurtenant to each condominium parcel shall remain undivided and no unit owner shall bring any action for partition or division.

19. 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 rules 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 attorneys' fees as may be awarded by the court, provided no attorneys' fees may be recovered against the Association in such action.

OR REC. 6854 PAGE 731

In addition to the foregoing, if a unit owner fails to comply with the terms of this Declaration, the By-Laws, and/or the rules and regulations adopted pursuant thereto, as they may be amended from time to time, and as a result of such failure it becomes necessary for either the Association or its agent to employ an attorney in order to insure that the unit owner complies with his said obligation, then and in such event the unit owner will be obligated to reimburse the Association for the costs of such attorneys' fees, regardless of whether or not suit may be instituted.

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

21. Assignability of Rights of Developer. The rights and privileges reserved in this Declaration of Condominium, and in Exhibits hereto, in favor of the Developer, are assignable by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights in its behalf.

22. Type of Ownership. Ownership of each Residential condominium parcel shall be by warranty deed from the Developer conveying fee simple title to each condominium unit and the undivided share in all other improvements appurtenant to such unit. There shall be included in each parcel the undivided share in the common elements as aforedescribed. The form of Warranty Deed is attached hereto as Exhibit F.

23. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium and the Charter and By-Laws of the Association may be amended in the following manner:

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

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

(a) Not less than sixty-six and two thirds (66 2/3%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association or

O.R. 6854 PAGE 1303

(b) Not less than seventy-five (75%) percent of the votes of the entire membership of the Association, or,

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners 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.

Proviso Provided however:

(1) That no amendment shall be made or be valid which shall in any manner impair the security of any institutional mortgagee having a mortgage or other lien against any condominium parcel, or shall in any manner impair the security of the Owner's interest under the Land Use Agreement. Any such amendment shall be conclusively presumed to impair the security of the Owner's interest under the Land Use Agreement unless the approval of the said Owner is expressly noted thereon in writing.

(2) That no amendment shall be made increasing or decreasing a unit owner's percentage of ownership in the common elements as hereinabove stated, unless the unit owner or unit owners so affected and all record owners of liens thereon shall join in the execution of the amendment.

(3) No provisions of Paragraph 15 of this Declaration may be changed without the written consent and approval of ninety (90%) percent of all institutional mortgagees of record of this Condominium.

(4) No amendment shall be made or be valid so long as the Developer is the owner of any unit within the Condominium unless the approval of the Developer is expressly noted thereon in writing except that this clause (4) shall not be applicable or in force after December 31, 1977.

(5) No provisions of Paragraph 8 (a) of this Declaration may be changed, altered or modified without the written consent and approval of all unit owners and their mortgagees.

(6) Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Developer may amend this Declaration as aforedescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of Broward County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference

OR. REC. 6854 PAGE 759

to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors or mortgagees of units of the Condominium whether or not elsewhere required for amendments. However, as part and parcel of any such amendment as provided for in this subparagraph, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died, then in that event any other party having personal knowledge of the incorrect legal description by reason of the scrivener's or surveyor's error may execute the required affidavit for the amendment provided for herein.

(7) In the event it shall appear that there is an error or omission in this Declaration or exhibits thereto, then and in that event the Association may correct such error and/or omission by an amendment to this Declaration in the manner hereinafter described to effectuate an amendment for the purpose of curing defects, errors or omissions. Such an amendment shall not require a vote of approval as provided in Paragraphs 23A and B above but shall require a vote in the following manner:

I. Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such proposed amendment is to be considered.

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

(a) Not less than thirty-three and one-third (33 1/3) percent of the entire membership of the Board of Directors and by not less than ten (10%) percent of the votes of the entire membership of the Condominium, or

OFF. REC. 0854 PAGE 127

(b) Not less than twenty-five (25%) percent of the votes of the entire membership of the Association, or

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners 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.

III. The foregoing provisions relating to amendments for defects, errors or omissions is in accordance with and pursuant to Florida Statute Section 711.72(1) created by Laws of Florida Chapter 74-104(17).

(8) No amendment shall be made or be valid which would in any way affect the liability or duties of the Association or the Owner under the Land Use Agreement unless the approval of the Owner is expressly noted thereon in writing.

(C) A copy of each amendment shall be certified by the president or vice-president and secretary or assistant secretary or treasurer of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Broward County, Florida.

24. Termination. This Condominium may be voluntarily terminated in the manner provided for in Section 16 of the Condominium Act at any time. In addition thereto, when there has been "very substantial" damage, as defined in Article 15.B(6) above, this Condominium shall be subject to termination, as provided in said Article 15.B(6) above. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the members of the Association pursuant to notice and is approved in writing within ninety (90) days of the said meeting by three-fourths (3/4) of the total vote of the members of the Association and all institutional mortgagees, then the Association and the approving owners shall have an option to purchase all of the parcels of the other non-consentive owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

ORB REC. 6854 PAGE 723

A. Exercise of Option: An agreement to purchase, executed by the Association and/or the record owners of the condominium parcels who will participate in the purchase shall be delivered, by personal delivery, or mailed by certified mail or registered mail to each of the record owners of the condominium parcels to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all parcels owned by 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 the purchaser within sixty (60) days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by appraisers appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, on the petition of the Seller. The expenses of appraisal shall be paid by the purchaser.

C. Payment: The purchase price shall be paid in cash.

D. Closing: The sale shall be closed within sixty (60) days following the determination of the sale price.

25. Apartment Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

A. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundaries - The horizontal plane of the undecorated finished ceiling.

(2) Lower Boundaries - The horizontal plane of the undecorated finished floor.

B. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, terrace or canopy, the perimetrical boundaries shall be extended to include the same.

OFF. REC. 6854 PAGE 130

26. Rights Reserved unto Institutional Mortgagees. So long as any institutional mortgagee or institutional mortgagees shall hold any mortgage upon any condominium parcel or condominium parcels, or shall be the owner of any condominium parcel or condominium parcels, such institutional mortgagee or institutional mortgagees shall have the following rights, to wit:

A. To be furnished with at least one copy of the annual financial statement and report of the Association, prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year.

B. To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

C. To be given notice of default by any member owning any condominium parcel encumbered by a mortgage held by any institutional mortgagee or institutional mortgagees, such notice to be given in writing and to be sent to the principal office of such institutional mortgagee or institutional mortgagees, or to the place which it or they may designate in writing to the Association.

OFF. REC. 6854 PAGE 749

D. To cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to each institutional mortgagee or institutional mortgagees a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The Insurance Trustee designated by the Association shall be the escrow depository for purposes hereof, or the Board of Directors of the Association may designate any institutional mortgagee interested in the Condominium to act in such capacity.

Whenever any institutional mortgagee or institutional mortgagees desire the provisions of this Article to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, which written notices shall identify the condominium parcel or condominium parcels upon which any such institutional mortgagee or institutional mortgagees hold any mortgage or mortgages, or identifying any condominium parcel owned by them, or any of them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the Association to such institutional mortgagee or institutional mortgagees.

Premiums for insurance required to be placed by the Association shall be a common expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the institutional mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, then said institutional mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the moneys so advanced, plus interest thereon at the highest legal rate, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against individual unit owners for the payment of such items of common expense.

OR REC. 6854 PAGE 711

If two (2) or more institutional mortgagees hold any mortgage or mortgages upon any condominium parcel or condominium parcels, and/or shall be the owner of any condominium parcel or condominium parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the institutional mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, and the decision of such institutional mortgagee shall be controlling.

27. Covenants. All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration.

28. Restrictions and Easements. The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the Condominium property nor unreasonably interfering with the enjoyment of the Condominium property by the Association's members.

This Condominium is a multi-phase Condominium project as heretofore described in this Declaration and, accordingly, licenses, easements and/or rights of way established by the Developer or the Association either prior to date of recording of this Declaration or subsequent thereto or as included in this Declaration for pedestrian or vehicular traffic or for United States Post Office authorities or for utility easements, services or drainage shall be not only for the use of unit owners in this Condominium but also for the use and benefit of unit owners and land owners of the land in Exhibit H hereto, their mortgagees, heirs, successors, personal representatives and assigns.

OR REC. 6854 PAGE 712

SNYDER, YOUNG, STEIN & FANNENBAUM, P.A. ATTORNEYS AT LAW • 17900 N. DIXIE HIGHWAY • NORTH MIAMI BEACH, FLORIDA 33162

It is understood that certain portions of the Project Lands, from time to time, be set aside and designated for use as an interior private road system, pedestrian walkways, automobile parking areas and landscaped areas for the common use and benefit of all unit owners or tenants, their mortgagees, and guests, invitees, employees and the Developer in the Project. It is the intention of this Declaration that the portions of the common elements of this Condominium which must be utilized for the above described purposes be subject to the various easements created by this Declaration and all exhibits attached hereto and that the general reservation herein of said easements would fulfill said intent. However, if the intended creation of any or all of the aforesaid easements should fail by reason of the fact that as at the date hereof there is no grantee in being who has the capacity to take and hold aforesaid easements (such as future unit owners in the Project or Land owners of the Land in Exhibit B hereto, their mortgagees, heirs, successors, personal representatives and assigns) by virtue of the reservation and grants of easements attempted to be made herein, then and in such event, any easement, license or right-of-way, not deemed to be created as aforedescribed shall be considered as having been granted directly to the Association for the purpose of allowing the original party to whom the easement or license or right-of-way was originally granted the benefit of said easement or license or right-of-way.

Any easement, whether heretofore or hereafter created under and pursuant to this Declaration of Condominium shall constitute a covenant running with the land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The unit owners of this Condominium do hereby designate the Developer and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

29. Developer's Tenants. It is understood and agreed by all parties hereto and all unit owners that certain units may be occupied by tenants of the Developer under lease agreements heretofore or hereinafter consummated and agreed upon. That any such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements and to use and enjoy on a non-exclusive basis all common elements of the Condominium and the Recreational facilities under the Land Use Agreement without any cost or expense except as may be provided under their lease agreement with the Developer.

30. Invalidation and Operation. Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a condominium parcel, whether by judgment, court order, or statute, shall in nowise affect any of the other provisions, which shall remain in full force and effect.

O.R. REC. 0854 PAGE 743

In the event that any court shall hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

31. Approval and Ratification. Condominium Association, by its execution of this Declaration of Condominium, approves and ratifies all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto. The Condominium unit owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium unit, and other parties by virtue of their occupancy of units, hereby approve and ratify all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto.

32. Reservation of Exclusive Right to Install, Provide and Maintain Pay Television by the Condominium Property and Recreational Facilities. Developer anticipates that certain systems may be developed, including, but not limited to, Community Antenna Television, which will permit the transmission of a pay television picture to the Condominium units of this Condominium and to the recreational areas. The Condominium Association and each unit owner in this Condominium do hereby give and grant unto the Developer and the Developer does hereby reserve unto itself for a thirty-five (35) year term, commencing with the date hereof, the exclusive right and privilege to install, provide and maintain any or all present or future systems which are or may be developed for the purpose of transmitting a pay television picture into the Condominium units of this Condominium which desire such service and into the improvements of the recreational areas. Developer does further reserve such easements over, under, across and through the Condominium property and for cables and other equipment as may be reasonably necessary to provide the transmission of a pay television picture to the Condominium and recreational areas. Developer further reserves the unrestricted right to assign, transfer and convey the exclusive right, privilege and easement herein reserved. For the term of this reservation, the Condominium Association charged with the management of this Condominium and each unit owner in this Condominium, his successors and assigns, shall be prohibited from entering into any contract or agreement to provide pay television service with any party other than Developer, or its assigns, which said prohibition shall be enforceable by injunction in a court of appropriate jurisdiction in Broward County, Florida.

33. Warranties. The Developer does not warrant to the Association or the unit owners the construction of, or any part of, the Condominium property, common elements or units, save and except any express written warranties delivered by the Developer in writing to unit owners; and any and all implied warranties, including warranties of merchantability

O.R. REC. 6854 PAGE 111

and fitness for use, are hereby specifically disclaimed. Developer further disclaims any intent to have made any warranty or representation in connection with the condominium documents except as specifically set forth herein, and no person shall rely upon any warranty or representation not so specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed.

34. Execution of Documents Required by City of Plantation or Broward County, Florida. The Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by the City of Plantation or Broward County, Florida. To the extent that said documents require the joinder of any or all property owners in this Condominium each of said owners, by virtue of his acceptance of a Warranty Deed to his Condominium unit, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

35. Land Use Agreement. Pursuant to Florida Statute 711.121, the Association has entered into a Land Use Agreement, referred to as such, with the Developer. Pursuant to the Land Use Agreement the Association has acquired an interest in and to the recreational facilities, lands, and improvements described thereunder including the right to use the same until such time as such recreational facilities, lands, and improvements are conveyed to the Association as provided by the terms thereof. In accordance with Florida Statute 711.121 and the Land Use Agreement, all monies due and to become due under the provisions of the Land Use Agreement for the full term of said Land Use Agreement, and upon the conveyance to the Association of the ownership of the recreational facilities and improvements, and thereafter are declared to be common expenses of the Condominium.

The Developer and the Association, by their execution of this Declaration of Condominium, and each unit owner, by virtue of their taking title to a condominium unit, agree that notwithstanding the fact that the Land Use Agreement is attached to this Declaration of Condominium, and was recorded in the Public Records subsequent or simultaneous to the recording of this Declaration of Condominium, that said Land Use Agreement shall be deemed to have been recorded in the Public Records prior to the recording of this Declaration of Condominium.

Each unit owner agrees to be bound by the terms and conditions of said Land Use Agreement and agrees to make payments to the Association of his share of the monies due, pursuant to and in the amount of proportion, or percentage amount, if

REC. 6854 PAGE 412

so stated, as specified in the Land Use Agreement and this Declaration of Condominium. It shall be mandatory for each unit owner to make his pro rata payments of the foregoing expenses, as assessed by the condominium association, as part of the common expense, regardless of whether or not said unit owner uses the recreational facilities.

Neither the recreational facilities, lands, and improvements described under the Land Use Agreement nor the Association nor its members' rights thereto shall be deemed a part of the Condominium property of the Condominium created by virtue of this Declaration of Condominium.

The Land Use Agreement will permit each owner or lessee of each unit in the Project to have the right, privilege, access, and use of the recreational facilities thereunder. The Land Use Agreement has been entered into for the use and benefit of all unit owners in this condominium and the lessees or unit owners of all other condominiums or rental type apartment buildings in the Project.

Each unit owner in this Condominium and each unit owner or lessee in all other buildings in the Project shall be entitled to the use and enjoyment of the recreational facilities under said Land Use Agreement, subject to the Rules and Regulations as promulgated by the Association. However, all such Rules and Regulations shall be subject to the approval of the owner under the Land Use Agreement, and the paramount right of Owner to enact, adopt, and amend the same.

In order to secure the faithful performance of the Association's obligation to the Owner under the Land Use Agreement, each unit owner shall pledge and grant a lien upon his full interest in the subject condominium in favor of the said Owner as set forth in said Land Use Agreement, which lien shall be effective only upon the recordation thereof as described in the Land Use Agreement.

The Land Use Agreement may be amended by an instrument in writing, executed by the Owner and the Condominium Association, by and through its Board of Directors, except there shall be no Amendment affecting the Land Use Agreement which would impair the rights of unit owners to the use and enjoyment of the recreational facilities, without the unit owners so affected, and all record owners of Institutional First Mortgagees thereon, joining in the execution of said Amendment. The aforesaid Amendment shall be duly recorded in the Public Records of Broward County, Florida, and the recording of said Amendment shall constitute an Amendment to this Declaration of Condominium as to the provisions herein relative to said Land Use Agreement. Where the Developer continues to hold title to Condominium units in this Condominium at the time of a proposed Amendment as set forth in this paragraph, the approval of the Developer shall be required. No Amendment, as set forth in this paragraph, shall change the

OFF. REC. 6854 PAGE 715

provisions of the Land Use Agreement or this Declaration with respect to Institutional First Mortgagees. The Board of Directors of the Condominium Association are empowered and authorized, without the approval of the unit owners, to amend the Land Use Agreement and this Declaration as contemplated in this paragraph. This paragraph is paramount to and supersedes paragraph 23 of this Declaration as to the matters set forth in this paragraph.

It is specifically recognized that the Owner under the Land Use Agreement may control the original Board of Directors and officers of the Association and that such circumstances shall not, and cannot, be construed or considered as a breach of his duties to the Association nor as possible grounds to invalidate such Land Use Agreement in whole or in part.

Whenever any of the provisions of the Land Use Agreement shall be in conflict with the provisions of this Declaration, then the provisions of the Land Use Agreement shall be controlling.

Each unit owner, his heirs, personal representatives, successors, and assigns, shall be bound by said Land Use Agreement to the same extent and effect as if he had executed said Land Use Agreement for the purpose therein expressed, including but not limited to:

(a) Adopting, ratifying, confirming and consenting to the execution of the Land Use Agreement by the Association;

(b) Covenanting and promising to perform each and every of the covenants, promises, and undertakings to be performed by unit owners in the cases provided therefor in said Land Use Agreement;

(c) Ratifying, confirming, and approving each and every provision of said Land Use Agreement and acknowledging that all of the terms and provisions thereof, are reasonable;

(d) Agreeing that the persons acting as directors and officers of the Association in the acquisition of such interest under the Land Use Agreement have not breached any of their duties or obligations to the Association;

(e) Subjecting all of his right, title and interest in his Condominium parcel and tangible personal property therein to the lien rights granted to the Owner under the said Land Use Agreement.

OFF. REC. 6854 PAGE 7227

36. Developer's Right to Continue Construction. Developer reserves the inalienable right to complete the construction of the Project, each phase and recreational areas for the Project, notwithstanding that a unit owner has closed title to his individual unit.

37. Notices. Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by certified mail, return receipt requested, at their place of residence in the condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by certified mail, return receipt requested, at the primary office of the Association at 6625 West Broward Boulevard, Plantation, Florida 33314. Notices to the Developer shall be delivered by certified mail, return receipt requested, at 6625 West Broward Boulevard, Plantation, Florida 33314. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

38. Interpretation. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to wit: Chapter 711 of the Florida Statutes, as amended.

IN WITNESS WHEREOF, the Developer, PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, has caused these presents to be signed in its name by its President and its corporate seal affixed, and attested by its Secretary, this 29th day of December, 1976, at North Miami Beach, Dade County, Florida.

Witness:

PLANTATION CLUB DEVELOPMENT CORP.
a Florida corporation

By _____ (Seal)
President

Attest:
Secretary

OFF. REC. 6854 PAGE 713

FOR GOOD AND VALUABLE CONSIDERATIONS, receipt of which is hereby acknowledged, PLANTATION CLUB ASSOCIATION, INC., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, PLANTATION CLUB ASSOCIATION, INC. has this 29th day of December, 1976, caused these presents to be signed in its name by its President and its corporate seal affixed and attested by its Secretary, at North Miami Beach, Dade County, Florida.

PLANTATION CLUB ASSOCIATION, INC.
a Florida Non-Profit Corporation

Witnesses:

Gloria L Gendrin

Deborah Block

By Richard J Block (SEAL)
President

Attest:

Bernard Sultan
Secretary

STATE OF FLORIDA)
: ss.:
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 RICHARD J. BLOCK and BERNARD SULTAN, well known to me to be the President and Secretary, respectively, of PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, and that they severally acknowledged executing same in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in them by PLANTATION CLUB DEVELOPMENT CORP., and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 29th day of December, 1976.

Gloria L Gendrin
Notary Public, State of Florida
at large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR 17, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

RECORD 6854 PAGE 749

STATE OF FLORIDA)
: ss.:
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 RICHARD S. BLOCK and BERNARD SULTAN, well known to me to be the President and Secretary, respectively of PLANTATION CLUB ASSOCIATION, INC., a Florida non-profit corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under the authority duly vested in them by PLANTATION CLUB ASSOCIATION, INC., and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 29th day of December, 1976.

Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 15, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

ORB REC. 6854 PAGE 759

EXHIBIT "A"

TO THE DECLARATION OF

PLANTATION CLUB D,
A CONDOMINIUM

LEGAL DESCRIPTION OF PLANTATION CLUB D, A CONDOMINIUM:

A portion of Lot 1, "PLANTATION CLUB," according to the plat thereof as recorded in Plat Book 80, at Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Lot 1; thence run S1°-38'-40"E along the East line of said Lot 1, 187.40 feet to the Point of Beginning of the tract of land herein described; thence continue S1°-38'-40"E along the East line of said Lot 1, 187.82 feet; thence run West 415.25 feet; thence run North 95.99 feet; thence run N45°-00'E 62.00 feet; thence run North 50.00 feet; thence run East 195.95 feet; thence run South 24.04 feet; thence run S45°-00'E 68.32 feet; thence run East 47.10 feet; thence run N1°-38'-40"W 68.10 feet; thence run N88°-21'-20"E 76.65 feet to the Point of Beginning.

REC. 0854 PAGE 751

EXHIBIT "B"

TO THE DECLARATION OF

PLANTATION CLUB D,

A Condominium

(Same being a Survey of the land submitted to Condominium ownership hereunder (the foregoing land is described in Exhibit A to this Declaration), together with a graphic description of the improvements now located upon said lands and a Plot Plan thereof which together with the Declaration to which this is attached, identifies the Common Elements and each Condominium Unit and their relative locations and approximate dimensions.)

OFF. REC. 6854 PAGE 752

EXHIBIT "C"

TO THE DECLARATION OF

PLANTATION CLUB D

A CONDOMINIUM

UNIT NUMBER	PERCENTAGE
100-D	2.32
101-D	2.32
102-D	2.32
103-D	1.61
104-D	1.61
105-D	2.32
106-D	2.32
107-D	1.61
108-D	1.61
109-D	2.32
110-D	2.32
111-D	2.32
200-D	2.32
201-D	2.32
202-D	2.32
203-D	1.61
204-D	1.61
205-D	2.32
206-D	2.32
207-D	1.61
208-D	1.61
209-D	2.32
210-D	2.32
211-D	2.32
300-D	2.32
301-D	2.32
302-D	2.32
303-D	1.61
304-D	1.61
305-D	2.32
306-D	2.32
307-D	1.61
308-D	1.61
309-D	2.32
310-D	2.32
311-D	2.32
400-D	2.32
401-D	2.32
402-D	2.32
403-D	1.61
404-D	1.61
405-D	2.32
406-D	2.32
407-D	1.61
408-D	1.61
409-D	2.32
410-D	2.32
411-D	2.32

ORB REC. 6854 PAGE 153

EXHIBIT "D"

TO THE DECLARATION OF

PLANTATION CLUB D

A CONDOMINIUM

BEING THE BY-LAWS OF

PLANTATION CLUB ASSOCIATION, INC.

OFF. REC. 6854 PAGE 471

BY-LAWS

- of -

PLANTATION CLUB ASSOCIATION, INC.

A Florida no-stock, non- profit

Membership Corporation

ARTICLE I

GENERAL

Section 1. The Name: The name of the corporation shall be PLANTATION CLUB ASSOCIATION, INC., hereinafter referred to as "the Association".

Section 2. Principal Office: The principal office of the corporation shall be at 6625 West Broward Boulevard, Plantation, Florida, 33314, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Identity: That in addition to the within By-Laws being the By-Laws of the Association, these By-Laws are established pursuant to the Florida Condominium Act, Chapter 711, Florida Statutes, 1963, as amended, for the purpose of administering, operating, and managing all condominiums submitted to condominium ownership within PLANTATION CLUB Project hereinafter referred to as Complex or Project.

Section 4. Definition: As used herein, the term "corporation" shall be the equivalent of "association", and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of PLANTATION CLUB A, a Condominium.

ARTICLE II

DIRECTORS

Section 1. Number and Term: The number of directors which shall constitute the whole board shall not be less than three (3) nor more than nine (9). 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.

OFF. REC. 6854 PAGE 753

SIVOSH, YOUNG, STERN & TANNENBAUM, P.A. - ATTORNEYS AT LAW - 1749 N. E. 164th STREET - NORTH MIAMI BEACH, FLORIDA 33162

Section 2. Representation: After the initial Board of Directors within the limits above specified the number of directors shall be determined as follows:

A. Upon the first election of directors, three (3) directors at large shall be elected plus a number equal to the total number of condominiums in existence at that time which were created under a recorded Declaration of Condominium and for which this association is designated as the entity responsible for their operation so that in addition to the three (3) directors elected at large each condominium as described above will have at least one representative on the Board of Directors (which representatives will hereinafter be referred to as resident directors).

B. Resident directors shall be elected solely by the members of each condominium who are the only members entitled to vote for their respective resident director.

C. Directors at large shall be elected by the membership of the Association at large.

D. Each member of the Board of Directors shall have equal powers, rights and obligations without regard as to whether or not they were elected at large or by a separate class.

E. After the first election of directors at each election thereafter the number of directors to be elected will be the same as the preceding number of directors plus one resident director for any additional condominium for which the Association was designated as the entity responsible for its operation which is created in the interim between elections.

OFF. REC. 6854 PAGE 775

Proviso:

Notwithstanding anything to the contrary set forth herein, the first election of directors shall not be held until one hundred and twenty (120) days subsequent to the date on which PLANTATION CLUB DEVELOPMENT CORP., hereinafter called "the Developer", has closed the sales of two hundred (200) condominium units in PLANTATION CLUB Project, or until the Developer voluntarily elects to terminate its control of the Association or until December 31, 1977, whichever of such events shall first occur, and until that time the original directors of the corporation, all of whom are controlled by the Developer, shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer.

Section 3. Vacancy and Replacement. If the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office, or otherwise, a 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 4. Removal. Directors, other than the first Board of Directors, may be removed for cause by an affirmative vote of a majority of the members. No director shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever, except for the first or initial Board of Directors.

Section 5. First Board of Directors. The first Board of Directors shall consist of RICHARD J. BLOCH, BERNARD SULTAN and MORRIE COURTNEY, who shall hold office and shall reasonably exercise all powers of the Board of Directors until the first election of directors, anything herein to the contrary notwithstanding; provided that any and all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 6. Powers. The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include but not be limited to, the following items:

A. To make and collect assessments and establish the time within which payment of same are due;

B. To use and expend the assessments collected, to maintain, care for, and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for, and preserved by the unit owners;

OFF. REC. 0854 PAGE 757

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

D. To enter into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation;

E. To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable;

F. To collect delinquent assessments by suit or otherwise, abate nuisances, and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration; to employ, contract with, retain and pay attorneys and accountants in connection with the business of the corporation.

G. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or an apartment house manager who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building. To employ workmen, janitors and gardeners, and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed desirable, and generally, to have the powers of an apartment house manager in connection with the matters hereinbefore set forth;

H. To make reasonable rules and regulations for the occupancy of the condominium parcels;

I. To acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation, or other use and benefit of the unit owners, and to declare expenses in connection therewith to be common expenses; all in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the corporation, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

J. To approve or disapprove proposed purchasers and lessees of condominium parcels in the manner which may be specified in the Declaration of Condominium.

O.R. REC. 6854 PAGE 753

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 meeting of the members, and immediately after the adjournment of same.

B. No notice of a Board of Directors meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual, or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board of Directors shall be required.

C. Special meetings of the Board may be called by the president on five (5) days' notice to each Director. Special meetings shall be called by the secretary and president in a like manner and on like notice on the written request of two (2) 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 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. Order of Business: The order of business at all meetings of the Board shall be as follows:

A. Roll call;
B. Reading of minutes of last meeting;
C. Consideration of communications;
D. Resignations and elections;
E. Reports of officers and employees;
F. Reports of committees;
G. Unfinished business;
H. Original resolutions and new business;
I. Adjournment.

Section 9. Annual Statement: Subsequent to the first election of directors, the Board shall present, not less often than at the annual meetings 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 at the annual meetings.

O.R. REC. 6854 PAGE 759

ARTICLE III

OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be a President, one or more Vice-Presidents, Secretary, Assistant Secretary, and Treasurer; all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation.

Section 2. Appointive Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Election: The Board of Directors at its first meeting after each annual meeting of general members shall elect all officers, none of whom, excepting the President, need be a member of 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.

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 by 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 other officers or agents of the corporation;

Section 6. The Secretary:

A. The secretary shall keep the minutes of the member meetings and of the Board of Directors meetings in one or more books provided for that purpose;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

OFF. REC. 6854 PAGE 769

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each member which shall be furnished to the Secretary by such member;

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Vice President: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 8. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of 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, the Articles of Incorporation and these By-Laws.

B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation;

C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 9. Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful malfeasance or misfeasance 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 interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ORB. REC. 0854 PAGE 1031

Section 10. Vacancies: If the office of any director, or of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term.

Section 11. Resignations: Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. There shall be no stock certificates issued by this corporation. Membership in the corporation shall be limited to the owner of the condominium unit, who shall automatically become a member of said corporation, and said membership shall be an incident of ownership and not separately transferable.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. Transferor, in such instance, shall automatically no longer be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the declaration.

Section 3. Each member shall be entitled to one (1) vote (for each unit which he, she or it owns) in the management of the corporation and, as to the election of directors, shall be entitled to vote as provided for in the Articles of Incorporation. No person will be entitled to vote who is not current with his obligations to the Association.

Section 4. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the corporation, subject to the procedures set forth in the Declaration and these By-Laws.

OFF. REC. 6854 PAGE 762

Section 5. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the corporation, or such other place as may be stated in the notice.

Section 2. Annual Meeting: Regular annual meetings subsequent to the first election of directors shall be held on the second Thursday of February of each succeeding year, at 8:00 P. M., E.S.T., at the office of the Association or such other place as may be stated in the notice, if not a legal holiday; and if a legal holiday, then on the next secular day following.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by 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 office of the corporation and shall be open to examination by any member throughout such time.

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 shall be called by the president or secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of one-third (1/3) of the members. Such request shall state the purpose or purposes of the proposed meeting;

B. Notwithstanding the foregoing, there can be no special meetings of members prior to the first election of directors unless a majority of the first Board of Directors requests same;

OFF. REC. 0854 PAGE 763

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 4. Quorum: Fifty-One percent (51%) 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, 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 time, 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 5. 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 a written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the Florida Statutes, by the Declaration, the Certificate of Incorporation, 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 6. 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 subsequent adjourned meetings thereof.

Section 7. Waiver and consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes or 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 of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 8. Order of Business: The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

(a) Calling of the roll and certifying of proxies;
(b) Proof of Notice of Meeting or Waiver of Notice;
(c) Reading and disposal of any unapproved minutes;
(d) Reports of Officers;
(e) Reports of committees;
(f) Election of directors;
(g) Unfinished business;
(h) New Business;
(i) Adjournment;

OFF. REC. 0854 PAGE 1071

Section 9. Proviso: Provided, however, that until the Developer of the Condominium has completed and sold 200 of the condominium units in the PLANTATION CLUB Project, or until December 31, 1977, or until the Developer elects to terminate its control of the Association, whichever shall first occur, there shall be no meeting of members of the Association unless a meeting is called by the Board of Directors of the Association.

Section 10. Parliamentary Rules: Roberts Rules of Order (latest edition), shall govern the conduct of the Association meetings when not in conflict with the Condiminium Act, Declaration of Condominium, or these By-Laws.

ARTICLE VI

NOTICES

Section 1. Definition: Whenever under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, 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 post-paid, sealed wrapper, addressed as appears on the books of the corporation.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, 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. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the corporation.

Section 2. Accounts: The funds and expenditures of the Association shall be credited and charged in accordance with and pursuant to the Declarations of Condominium of Condominiums within PLANTATION CLUB Project.

Section 3. Acceleration of Assessment Installments Upon Default: If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after the delivery of or the mailing of such notice to the unit owner.

OFF. REC. 6854 PAGE 1202

Section 4. The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

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 "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX

RULES AND REGULATIONS

Section 1. As to Common Elements: The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. The Board of Directors shall from time to time post in a conspicuous place on the condominium property, a copy of the rules and regulations adopted from time to time by the Board of Directors.

Section 2. As to Condominium Units: The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property.

Section 3. Building Rules and Regulations: The building rules and regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said building rules and regulations are as follows:

ORB REC. 6854 PAGE 703

A. The condominium units shall be used only for residential purposes.

B. Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property;

C. The use of the condominium units shall be consistent with the existing law, these restrictions, and so long as such use does not constitute a nuisance;

D. Condominium units may not be used for business use or for any commercial use whatsoever.

E. Children who are the guests of residents shall not be permitted to play in the walks, corridors, elevators, stairways of any condominium building or in any form or fashion disturb the quiet enjoyment of owners.

F. Common elements shall not be obstructed, littered, defaced or misused in any manner.

G. No structural changes or alterations shall be made in any unit, or to any of the common elements, except upon approval of the Board of Directors or as provided in the Declaration of Condominium.

H. All of the restrictions, limitations and obligations of members as provided in the Declaration of Condominium are incorporated herein by reference but not by way of limitation.

I. The Owner shall not cause or permit anything to be hung or displayed on the outside of windows of placed on the outside of walls of a building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, or any part thereof except upon the approval of the Board of Directors or unless same is provided in the Declaration of Condominium. The owner shall not erect or cause to be erected any outdoor clothes lines.

J. No cooking shall be permitted on any balcony or terrace of a unit.

K. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common elements and/or terraces and/or in any part of the exterior of the building. The common walks and common elements shall be kept free and clear of rubbish, debris and other unsightly materials and shall not be obstructed; littered, defaced or misused in any manner.

ORB REC. 6854 PAGE 702

L. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common elements except that baby carriages, bicycles or other personal property may be stored in a common storage area designated for the purpose, and recreational areas may be used for their intended purpose.

M. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property or in any condominium parcel, nor shall any "Sold" or "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the property or in any condominium parcel therein. The right is reserved by the Developer to place "Sold", "For Rent" or "For Sale" signs on any unsold or sold or unoccupied condominium parcels and the right is hereby given to any mortgagee, who may become the owner of any condominium parcel to place such signs on any condominium parcel owned by such mortgagee.

N. Upon acquiring his interest in and to the condominium parcel, each owner will be assigned a parking space in accordance with the Declaration of Condominium.

O. Complaints regarding the service of the condominium shall be made in writing to the Board of Directors.

P. No shades, roll-down shades, roll-up shades, awnings, or covers of any types shall be placed or cover any screen of a terrace, except as specifically authorized in writing by the Board of Directors.

Q. Unit Owners, residents, their families, guests, servants, employees, agents, visitors, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof, into elevator shafts, elevator equipment rooms, or power rooms of any building.

R. There shall not be kept in any unit any inflammable, combustible, or explosive fluid, material, chemical or substance except for normal household use.

S. The use of all recreational facilities shall at all times be subject to such rules and regulations as the Board of Directors may establish.

T. Payments of monthly assessments shall be made at the main administrative offices or at such other places as may be designated from time to time. Payments made in the form of checks, shall be made to the order of PLANTATION CLUB ASSOCIATION, INC. Payment of regular assessments are due on the first day of each month, and if ten (10) or more days late, are subject to late charges, as provided by the Board of Directors.

OFF. REC. 0854 PAGE 1103

U. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to send any of such employees upon private business of such unit owner or resident.

ARTICLE X

DEFAULT

A. In the event an owner of a condominium parcel does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors or manager acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed. The corporation shall be entitled to the appointment of a Receiver if it so requests. The corporation shall have the right to bid-in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the corporation may, through its Board of Directors or manager acting in behalf of the corporation or in its own behalf, bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the corporation against a condominium parcel owner, the losing defendants shall pay the costs thereof, together with a reasonable attorney's fee.

If an action or foreclosure is brought against the owner of a condominium parcel for the non-payment of monies due the corporation and, as a result thereof, the interest of the said owner in and to the condominium parcel is sold, then at the time of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the corporation becomes the owner of a condominium parcel by reason of a foreclosure, it shall offer said unit for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the condominium parcel, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the condominium parcel in question.

OFF. REC. 6854 PAGE 733

B. In the event of violation of the provision of the Declaration of Condominium, corporate charter or restrictions and By-Laws, as the same are now or may hereafter be constituted, the corporation, on its own behalf or by and through its Board of Directors or manager, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it or they may deem appropriate.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorney's fee and court costs.

Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the corporation and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of a condominium parcel to give to the corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XI

REGISTERS

Section 1. The secretary of the corporation shall maintain a register in the corporation office showing the names and addresses of members.

Section 2. Any application for the transfer of a membership or for a conveyance of interest in a condominium parcel or a lease of condominium parcel shall be accompanied by a screening-application fee in the amount of one hundred fifty ($150.00) Dollars to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors.

Section 3. The corporation shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to notify the corporation in writing of the pledge or mortgage. In the event notice of default is given any member, under an application provision of the By-Laws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

OFF. REC. 0854 PAGE 770

ARTICLE XII

SURRENDER

In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire and other casualty excepted, and the corporation shall have the right to re-enter and to repossess the owned unit. The member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Broward County, State of Florida, or the United States of America.

ARTICLE XIII

JOINT OWNERSHIP

A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to only one (1) vote or ballot in the management of the affairs of the corporation in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single membership.

ARTICLE XIV

AMENDMENT OF BY-LAWS

These By-Laws may be amended in the manner set forth in the Declaration of Condominium.

Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any class or group of units unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association, with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Broward County, Florida.

O.R. REC. 6854 PAGE 771

ARTICLE XV

LAND USE RECREATIONAL AGREEMENT

The Association has or will enter into a certain agreement for the benefit of its members and unit owners of each of the condominiums in the Project so that they may use certain recreational facilities, lands and improvements, as is further described in the Declaration of Condominium for each of the condominiums of the Project. There is specifically described in each of the Declarations of Condominium a "Land Use Agreement" by and between the Association, and the Developer, by which the Association has acquired an interest in the Recreational Facilities, lands and improvements described thereunder including the right to use the same before such Recreational Facilities, lands and improvements are conveyed to the Association thereunder. Pursuant to the terms of the aforesaid Land Use Agreement described in the Declarations of Condominium (the "Documents"), it is the obligation of each member of the Association individually or through the Association to pay their pro-rata share of the monies due pursuant to such Documents, which obligation, in certain instances, is further secured by a lien upon each member's and unit owner's condominium unit. The Association therefore shall assess pro-rata payments to be made by each of the unit owners as determined by the Board of Directors of the Association to satisfy the obligations of its members under the Documents as a common expense. The Association shall have the right through its Board of Directors, to establish rules and regulations pertaining to the use of various lands, facilities and improvements under said Documents. Further the Association, by action of its Board of Directors, shall have the right to make any amendments and modifications to said Documents as permitted by the Declaration of Condominium, and shall be authorized and shall take such action through its Board of Directors as necessary to represent the interests of its members and the unit owners in connection with the aforedescribed Documents.

ARTICLE XVI

REAL PROPERTY TAXES

It is anticipated that the taxing authorities in taxing for real property taxes shall tax each condominium unit on a separate and distinct basis by forwarding a separate tax bill to each individual condominium parcel owner for his separate unit. In the event the taxing authorities do not tax individually upon each unit and one tax bill is levied, then and in such event the Condominium upon which such tax bill is levied shall divide the tax bill as a common expense for said Condominium and same shall be paid by the individual condominium parcel owner of the Condominium in percentage proportion to his ownership in the common elements as stated in the subject Declaration of Condominium.

OFF. REC. 6854 PAGE 772

ARTICLE XVII

CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of the Declaration shall prevail.

APPROVED AND DECLARED AS THE BY-LAWS OF PLANTATION CLUB ASSOCIATION, INC.

BY _____ (Seal)
President

Attest: _____ (Seal)

ORB REC. 6854 PAGE 773

EXHIBIT "E"

TO THE DECLARATION OF

PLANTATION CLUB II

A CONDOMINIUM

BEING THE ARTICLES OF
INCORPORATION OF

PLANTATION CLUB ASSOCIATION, INC.

AND

FIRST AMENDMENT TO THE

ARTICLES OF INCORPORATION OF

PLANTATION CLUB ASSOCIATION, INC.

OFF. REC. 0854 PAGE 771

ARTICLES OF INCORPORATION

OF

PLANTATION CLUB ASSOCIATION, INC.

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes 1963, and do certify as follows:

I
NAME

The name of this corporation shall be PLANTATION CLUB ASSOCIATION, INC. For convenience the corporation shall be herein referred to as "the Association".

II
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1963, as amend d, hereinafter called the Condominium Act, for the operation of PLANTATION CLUB, a Condominium, located upon the following lands in Broward County, Florida, to wit:

(Legal description attached hereto as Exhibit A and made a part hereof.)

III
POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, and/or the Condominium Act.

2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time.

IV
MEMBERS

The qualification of members, the manner of their admission to membership, the termination of such membership and voting by

OR REC. 6854 PAGE 775

SNYDER, YOUNG, STERN & TANNENBAUM, P.A. - ATTORNEYS AT LAW - 1110 N. E. 163rd STREET - NORTH MIAMI BEACH, FLORIDA 33162

members shall be as follows:

1. The record owners of all condominium parcels in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for the subscribers hereto.

2. Membership shall be established by the acquisition of ownership of fee title to or fee interest in a condominium parcel in the Condominium, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Broward County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

3. The share of a member in the funds and assets of the Association, in its common elements and its common surplus, and membership in this Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the unit in his condominium.

4. On all matters upon which the membership shall be entitled to vote, there shall be one vote for each condominium parcel, which vote may be exercised or cast in such manner as may be provided in the By-Laws of the Association. Any person or entity owning more than one apartment shall be entitled to one vote for each apartment he owns.

V
TERM

The term for which this Association is to exist shall be perpetual.

VI
SUBSCRIBERS

The names and residences of the subscribers of these Articles of Incorporation are as follows:

Name	Address
RICHARD J. BLOCK	7000 West 12th Avenue Hialeah, Florida 33012
BERNARD SULTAN	7000 West 12th Avenue Hialeah, Florida 33012
MORRIE COURTNEY	7000 West 12th Avenue Hialeah, Florida 33012

O.R. REC. 0854 PAGE 776

VII

BOARD OF DIRECTORS

The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of three directors. The directors of the first Board of Directors need not be members of the Association.

Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Notwithstanding the foregoing, the first election of directors shall not be held until PLANTATION CLUB DEVELOPMENT CORP., hereinafter called "the Developer", has closed the sales of two hundred (200) condominium units upon the real property described above or until Developer voluntarily elects to terminate its control of the Association by virtue of the present first board of Directors resigning at the same time, all of said Directors being controlled by the Developer, or until December 31, 1977, whichever of such events shall first occur. The directors named in these articles shall serve until the first election of directors, and any vacancies in their number occuring before the first election shall be filled by the remaining directors.

The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Name	Address
RICHARD J. BLOCK	7000 West 12th Avenue Hialeah, Florida 33012
BERNARD SULTAN	7000 West 12th Avenue Hialeah, Florida 33012
MORRIE COURTNEY	7000 West 12th Avenue Hialeah, Florida 33012

VIII

OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice-President, Secretary and Treasurer, and if any, the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors.

The Board of Directors shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall, from time to time, determine. The President shall be elected from

OR REC. 6854 PAGE 777

among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

The names and addresses of the officers who are to serve until their successors are designated by the Board of Directors are as follows:

President	RICHARD J. BLOCK	7000 West 12th Ave. Hialeah, Florida 33012
Vice President	MORRIS GUTMAN	7000 West 12th Ave. Hialeah, Florida 33012
Secretary/ Treasurer	BERNARD SUPAN	7000 West 12th Ave. Hialeah, Florida 33012

IX
INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurring by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful 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 director or officer may be entitled.

X
ADDRESS

The principal office of the corporation shall be located at 6625 West Broward Boulevard, Plantation, Florida 33314, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

OFF. REC. 6854 PAGE 773

XI
BY-LAWS

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

XII
AMENDMENTS

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

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

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

   a. Such approval must be by not less than 66 2/3% of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire members of the Association; or

   b. By not less than 75% of the votes of the entire membership of the Association.

3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon condominium units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the consent and approval of the Developer so long as it shall own one or more units in the Condominium.

4. A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Broward County, Florida.

ORB 6854 PAGE 719

IN WITNESS WHEREOF, the subscribers have affixed their signatures this _____day of _____, 1974.

_____
RICHARD J. BLOCK

_____
MORRIE COURTNEY

_____
BERNARD SULTAN

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared RICHARD J. BLOCK, MORRIE COURTNEY and BERNARD SULTAN, who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this _____ day of _____, 1974.

_____
Notary Public, State of Florida at Large

My Commission Expires:

ORB REC. 6654 PAGE 730

SNYDER, YOUNG, SILVER & TANNENBAUM, P.A. - ATTORNEYS AT LAW - 1000 N. E. 16TH STREET - NORTH MIAMI BEACH, FLORIDA 33162

EXHIBIT "A"

TO THE ARTICLES OF

INCORPORATION OF

PLANTATION CLUB ASSOCIATION, INC.

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY:

LOT 1 OF PLANTATION CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 80, AT PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

O.R. REC. 6854 PAGE 751

FIRST AMENDMENT TO THE

ARTICLES OF INCORPORATION OF

PLANTATION CLUB ASSOCIATION, INC.

The undersigned constituting and being all of the Directors, original subscribers, officers and the full membership of PLANTATION CLUB ASSOCIATION, INC., do hereby unanimously amend the original Articles of Incorporation, dated the 5th day of February, 1974, in the following respects:

1) Delete and strike Article II and substitute in lieu thereof the following:

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1968, as amended, hereinafter called the Condominium Act for the operation of any condominiums which may be established and submitted to condominium ownership in PLANTATION CLUB Project (hereinafter referred to as the "Complex" or the "Project") and for the operation of such recreational lands and improvements as may be owned or subject to regulation by the Association, and for such other matters as set forth in the various Declarations of Condominium of the Project. The Project and the condominiums therein and recreational lands will be located upon the real property described as the Project or Complex Land described as follows: (Legal description attached hereto as Exhibit A and made a part hereof).

2) Add to Article IV, subsections 5 and 6 as follows:

5) The membership in the Association shall be divided into classes, with a class of members for each condominium and with each class having the same name identification as the condominium created by the Declaration for example, in PLANTATION CLUB A, the members shall be PLANTATION CLUB A members. The voting rights or limitation of each class shall be set forth in item (6) of this Article.

6) On all matters as to which the membership shall be entitled to vote, whether at large or by class, as hereinafter provided, there shall be only one vote for each unit, which vote shall be exercised in the manner provided by the Declaration of Condominium and the By-Laws. The matters which require the vote of the membership shall be voted on as follows:

A. Matters relating solely to an individual condominium shall be voted on by the class of members owning condominium parcels in that condominium;

OFF. REC. 6854 PAGE 732

B. Matters relating to more than one individual condominium shall be voted on by the class of members owning condominium parcels in the condominiums involved.

C. Matters relating to or affecting the Association, as a whole, or all of the condominiums, shall be voted on by the membership at large.

The decision as to whether a matter relates to one or more condominiums or to the Association, as a whole, or to all of the Condominiums shall be determined by the Board of Directors, whose decision shall be conclusive; provided however, that no action or resolution which shall require the vote of the membership because of any provision in the Declarations of Condominiums, or in the By-laws or in Condominium Act, Chapter 711, Florida Statutes, shall be effective with regard to any condominium unless the membership class of that condominium shall have voted on said action or resolution. It should be understood that all condominiums within PLANTATION CLUB Project will be governed under this one Condominium Association; however, the foregoing method of Class Voting under certain circumstances is being employed recognizing that the needs of certain condominiums and their unit owners and members may be unique as to them and not necessarily applicable to the other condominium in the Project.

3) Add on Article XIII as follows:

CONSTRUCTION

All words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of PLANTATION CLUB A, a Condominium.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 19 day of February 1974.

RICHARD J. BLOCK

BERNARD SULTAN

MORRIE COURTNEY

OFF. REC. 0854 PAGE 733

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared RICHARD J. BLOCK, BERNARD SULTAN AND MORRIE COURTNEY, who after being duly sworn, acknowledged that they executed the foregoing First Amendment to the Articles of Incorporation of Plantation Club Association, Inc., for the purposes expressed in such Amendment this 17 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. 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

ACCEPTED AND APPROVED:

PLANTATION CLUB DEVELOPMENT CORP.

RICHARD J. BLOCK, President

BERNARD SULTAN, Secretary

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared RICHARD J. BLOCK, President and BERNARD SULTAN, Secretary of PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, and they severally acknowledged before me that they executed the foregoing instrument as such officers and on behalf of said corporation and were authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at North Miami Beach, Florida, this 17 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. 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

OFF. REC. 6854 PAGE 754

EXHIBIT "F"

TO THE DECLARATION OF

PLANTATION CLUB D,

A CONDOMINIUM

BEING THE WARRANTY DEED

OFF. REC. 6854 PAGE 733

WARRANTY DEED

THIS INDENTURE, made this _____day of_____, 197____, between PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, as Grantor, and _____

_____

whose post office address is _____West Broward Boulevard, Apt No._____, Plantation, Florida, 33314, as Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten ($10.00) Dollars, and for other good and valuable consideration in hand paid to Grantor by said Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee the following described real property and rights and interest in real property, located and situated in the County of Broward, and State of Florida, to wit:

> Condominium Unit No._____of PLANTATION CLUB _____, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book_ _____, at Page ___ _____ of the Public Records of Broward County, Florida; together with an undivided share in the common elements appurtenant thereto.

This conveyance is subject to the following:

1. Taxes and assessments for the year 197____and subsequent years.

2. Conditions, restrictions, limitations, dedications and easements of record.

3. Declaration of Condominium of PLANTATION CLUB_____, a Condominium, dated_____, 197___, filed_____, 197___, as shown in Official Records Book _____, at Page_____, Public Records of Broward County, Florida (which includes Exhibits A to F inclusive of said Declaration of Condominium of PLANTATION CLUB _____.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. The Grantor does hereby fully warrant the title to all the premises hereby conveyed, and will defend the same against the lawful claims of all persons whomsoever.

Clerk
REC. 6854 PAGE 750

SNYDER, YOUNG, COHEN & FEINBERG, P.A. - ATTORNEYS AT LAW - 1200 N. FEDERAL HIGHWAY - NORTH MIAMI BEACH, FLORIDA 33162

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its officers thereunto duly authorized and its seal affixed, the day and year first above written.

Signed, sealed and delivered in the presence of:

PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation (SEAL)

_____ By_____
President

ATTEST:

_____

_____
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared RICHARD J. BLOCK, President and BERNARD SULTAN, Secretary of PLANTATION CLUB DEVELOPMENT CORP., a Florida corporation, and they severally acknowledged before me that they executed the foregoing instrument as such officers and on behalf of said corporation and were authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at North Miami Beach, Florida, this _____day of_____, 197_____.

My Commission Expires:

_____

_____
Notary Public, State of Florida at Large

ACKNOWLEDGEMENT AND ACCEPTANCE BY GRANTEE

Grantee, by acceptance and execution of this Deed, acknowledges that this conveyance is subject in every respect to the Declaration of Condominium recorded in Official Records Book_____at Page_____, of the Public Records of Broward County, Florida, and Grantee covenants and agrees to abide by each and every provision of said Declaration of Condominium and all instruments incorporated therein by reference.

Signed, sealed and delivered in the presence of:

_____ _____(SEAL)

_____ _____(SEAL)
Witnesses

OFF. REC. 6854 PAGE 107

STATE OF)
) SS.
COUNTY OF)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared_____, to me known to be the person(s) described in and who executed the foregoing instrument as Grantor, and acknowledged before me that __he__ executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at _____, this_____day of _____, 197_____.

_____

My Commission Expires: NOTARY PUBLIC, State of

_____

OR REC. 6854 PAGE 703

EXHIBIT "G"

TO THE DECLARATION OF

PLANTATION CLUB D,
A CONDOMINIUM

BEING THE LAND USE AGREEMENT OF

PLANTATION CLUB ASSOCIATION, INC.

AND

AMENDMENT TO LAND USE AGREEMENT

OFF. REC. 6854 PAGE 789

SNYDER, TAGGART, STERN & TANNENBAUM, P.A. - ATTORNEYS AT LAW - 1700 N. E. 164th STREET - NORTH MIAMI BEACH, FLORIDA 33162

LAND USE AGREEMENT
FOR
PLANTATION CLUB

THIS DOCUMENT IS NOT A RECREATIONAL LEASE AGREEMENT OR A LAND LEASE OR A LEASE OF ANY KIND

THIS LAND USE AGREEMENT is made between PLANTATION CLUB DEVELOPMENT CORP., a Florida Corporation (hereinafter referred to as "Developer"), and PLANTATION CLUB ASSOCIATION, INC. a Florida corporation not-for-profit, (hereinafter referred to as the "Association").

The Developer is the owner of certain real property hereinafter described and plans to construct or has constructed thereon certain improvements and amenities which will provide recreational facilities, beautification areas and general enhancements for the use and benefit of the condominium unit owners of PLANTATION CLUB COMPLEX, as hereinafter described.

The Association is the entity responsible for the operation of PLANTATION CLUB COMPLEX and the several condominiums thereof and, therefore, the Association has entered into this Agreement for the benefit of all unit owners of the several condominiums located in PLANTATION CLUB COMPLEX.

NOW, THEREFORE, the parties in consideration of the foregoing premises and of the mutual covenants hereinafter contained hereby agree to perform all of the conditions, covenants and obligations hereinafter set forth.

1-DEFINITIONS

All terms used in this Land Use Agreement shall be defined in accordance with the provisions of Section 711, as amended Florida Statutes, also known as the Condominium Act and the Declaration of Condominium for the PLANTATION CLUB A, a Condominium, and as follows, unless the context otherwise requires:

A. PLANTATION CLUB A, B , C, or D, a Condominium means each condominium of PLANTATION CLUB COMPLEX which will be operated by the Association and which will be established by a Declaration of Condominium.

B. "Condominium Unit", "Unit", or "Apartment" means the part of the condominium property which is subject to private ownership.

C. "Unit Owner" means the owner of a condominium unit, together with an undivided share in the common elements appurtenant thereto.

D. "Common Expenses" mean the expenses which the unit owners are liable to the Association, including the recreation expenses hereunder.

E. "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended.

F. "By-Laws" means the By-Laws of the Association.

G. "Recreation Land" means the real property described on Exhibit A and all improvements now or hereafter located thereon.

H. "Recreation Expenses" means taxes, insurance, maintenance and other expenses generally arising from the ownership of the Recreation Lands described hereunder, which shall be a part of the common expenses to be assessed by the Association against each of the units administered by the Association.

I. "Institutional Mortgagee" means the holder and owner of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank, life insurance company or a Federal or State savings and loan association, or a mortgage or real estate investment trust, or a union pension fund,

OFF. REC. 6854 PAGE 790

or a mortgage banker, or institutional mortgage broker, or a lender generally recognized in the community as an institutional type lender, or the Developer.

J. "Institutional Mortgage" means a mortgage owned or held by an Institutional Mortgagee.

II-PLAN OF DEVELOPMENT

A. PLANTATION CLUB COMPLEX (hereinafter referred to as "Complex") means and refers to the entire group of condominiums and/or Rental type structures and improvements which the Developer intends to construct upon PLANTATION CLUB COMPLEX Land (hereinafter also described as "Complex Land") which land is more particularly described on Exhibit B which is attached hereto and made a part hereof. It is contemplated that the Complex will contain 200 units, provided, however, the Complex is a projected plan of development only and nothing contained herein shall be construed as making it obligatory upon the Developer to construct said Complex or if constructed, to construct same in accordance with any particular plan of development and in fact, if constructed, the Developer need not submit the structures contained therein to condominium ownership but, in fact, may utilize same as rental type structures. It is understood that any Condominium submitted to Condominium ownership in the Complex shall have as its one governing body PLANTATION CLUB ASSOCIATION, INC., so that all Condominiums within the Complex shall have the same Condominium Association for the benefit, joint rule, maintenance and operation of all the Condominiums within the Project subject to the terms and conditions of the various Declarations filed therefor, and accordingly, such plan of development is deemed to be a multi-phase condominium Project under the laws of the State of Florida.

B. The Developer intends to reserve certain of the Complex lands as Recreation Lands and thereby to construct thereon certain recreation facilities, improvements, and enhancements, said Recreation Land being more particularly described on Exhibit A attached hereto and made a part hereof. Each Condominium, condominium Unit Owner, and other land owner of the Complex, and their invitees, licensees, guests, lessees, successors, and assigns shall have the right to use and benefit from the Recreation Land together with the facilities, personal property and improvements located thereon and, therefore, shall be obligated to pay the Recreation Expenses as provided hereunder and to otherwise be subject to the terms and conditions hereof.

C. The Land Use Agreement shall be one of the Condominium Documents for each PLANTATION CLUB A, B, C, or D Condominium and the Association has entered into this Agreement so as to acquire the possessary and use interests in the Recreation Land for the enjoyment, recreation, and other use and benefit of all unit owners of each such condominium.

D. Because of the unique features of the development of the Complex and the continuing necessity to preserve the Plan of Development therefor, the Developer has set forth Covenants as to the Use of the Recreation Land, which covenants shall run with the Recreation Land and the Complex Land described in Exhibits A and B; which includes such lands as submitted to condominium ownership and the units thereon, which said covenants are set forth in Article III of this document.

E. The Developer shall convey the Recreation Land to the Association, upon the first to occur of the following:

1. When the Developer shall determine the Complex has been completed; or,
2. When the Developer has transferred title to the last unsold unit contained within the Complex; or,

REC. 6854 PAGE 791

3. At the discretion of the Developer, on or before December 31, 1977, which is the same time period for Developer to relinquish control of the Condominium Association, pursuant to the Declaration of Condominium of PLANTATION CLUB A, a Condominium and its Exhibits thereto.

The conveyance to the Association shall vest fee simple title to the Recreation Land in the Association subject to the covenants herein contained and to the continuing obligation to pay the expenses of the Recreation Land, and subject to the then existing conditions of title including the exceptions contained in the initial condominium deed from the Developer to the various unit owners. The Association shall not subsequent to the receipt of conveyance of title as aforesaid convey the Recreation Land except to the unit owners upon termination of the condominiums as provided in the Declaration of Condominium for each Condominium in the Complex, nor shall the Association mortgage, pledge or lease said Recreation Land without the consent of the Developer.

III-COVENANTS AS TO USE

The Developer and the Association hereby agrees that the following uses, and no other, shall be made of the Recreation Land, to wit:

A. The Recreation Land has or will have certain improvements constructed thereon, including one swimming pool and one whirlpool, recreation building, landscaping and walkways. The Recreation Land shall always be kept and maintained for recreational uses, or beautification and shall not be used for residential, commercial, or industrial construction of any kind. The Association shall impose rules and regulations regulating the use and enjoyment of said land and the maintenance of shrubbery, building, and other improvements located thereon from time to time in conformity with the foregoing purposes, and thereafter may modify, alter, amend, rescind and augment any such rules and regulations as permitted by the By-Laws.

B. The Recreation Land, pool deck and other portions of the Recreation Land may be connected or joined together with or encroaching upon the common elements of the Condominiums in the Complex or the situation may be vice versa, as the case may be. In the event of the foregoing, same is deemed authorized and an easement appurtenant to the extent of any such encroachment shall exist so long as such encroachment shall exist. The Developer, and the Association hereby grants to each other, their heirs, successors and assigns and all third party beneficiaries, including Condominium Unit Owners, their lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominiums or rental apartment buildings in the Complex or Recreation Land.

C. Easements shall exist for utility services in order to adequately serve the Recreation Land and for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores, and other portions of the Recreation Land as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Recreation Land as may from time to time be paved or unpaved and intended for such purposes, and such easements shall be for the use and benefit of the unit owners and tenants of the Complex and their Institutional Mortgagees, the Developer, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Recreational Land except

OFF. REC. 6854 PAGE 732

to the extent that space may be specifically designated and assigned for parking purposes.

D. In the event that there shall be any dispute as to whether any use henceforth complies with the foregoing restrictions encumbering the Recreation Lands, then the matter shall be referred to the Association. A determination rendered by the Association shall be final and binding on all the parties concerned herewith.

E. The Recreation Lands are not for the use and enjoyment of the Public.

IV-RECREATION EXPENSES

The following constitute Recreation Expenses:

A. Taxes

The Association covenants and agrees that it will pay at least thirty (30) days prior to the date of delinquency all and any taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments, impositions, liens for public improvements, special charges, and assessments and, in general, all taxes, tax liens, which may be assessed against the Recreation Land and against any and all Personal Property which is now or hereinafter placed thereon, including all interest, penalties and other charges which may accrue thereon. In the event any of the said taxes or assessments are payable according to their terms in installments, then the Association shall have the right to pay the same as such installments fall due.

B. Liability Insurance

From and after the date of execution of this Agreement, the Association will cause to be written and pay the premiums on a policy or policies of insurance in the form generally known as public liability and/or owners', landlord and tenant policies insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operations and maintenance of the Recreation Land and of the improvements and buildings located thereon, or for any other risk insured against by such policies, each class of which policies shall have been written within limits of not less than One Million Dollars ($1,000,000.00) for damages incurred or claimed by any one person and for not less than Five Million Dollars ($5,000,000.00) for damages incurred by more than one person, and for not less than Twenty-Five Thousand Dollars ($25,000.00) for property damage. All such policies will name the Association and the Developer as their respective interests may appear, as the persons insured by such policy or policies and the original or a true copy of each subject policy shall be delivered to the Association and the Developer. After conveyance to the Association of the Recreation Lands and termination of the Developer's interest therein, the Association may maintain such policies as determined by the Association.

C. Utility Charges

The Association agrees and covenants to pay all charges levied for utilities on the Recreation Land whether they are supplied by a public or private firm, and to pay them monthly or as they come due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer, and any other type of utility, or any other type of service charge.

OFF. REC. 6854 PAGE 733

D. Fire, Windstorm, and Other Casualty Insurance

The Association hereby covenants and agrees to pay the cost of premiums for insurance to keep insured any and all buildings or improvements now located or which may hereafter be built upon or placed upon the Recreation Land, in good and responsible insurance companies authorized to do business in the State of Florida, for protection against loss or damage caused by or resulting from fire, windstorm, or other casualty, in an amount that would be sufficient to prevent co-insurance on the part of the parties provided, however, any standard deductible clause required by insurers for unusual hazards will not be in violation of this covenant against co-insurance. All policies issued and renewals thereof shall be payable in the event of loss jointly to the parties hereto as their respective interests may appear. In the event of the destruction of said building or appurtenances by fire, windstorm, or other casualty, for which insurance money shall be payable, such insurance money shall be paid to the Association who shall open an account with a banking institution doing business in Broward County, Florida, for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, in addition to the insurance proceeds, such additional sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage. In the event of any damage to any building or improvement or the destruction thereof, the Association shall repair or rebuild the same or construct new facilities similar to the old and shall utilize for this purpose insurance monies payable. The Association covenants and agrees that the reconstruction or repair shall be completed within six (6) months from the date proceeds sufficient for this purpose are made available to the Association. If the time of completion should be delayed beyond six (6) months by strikes, walkouts, acts of war or insurrection, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the control of the Assocation or Association's contractor, then the time of completion beyond the said six (6) month period shall be extended for such reasonable time as may be required to effect completion of said construction. Notwithstanding the foregoing, in the event such casualty to the Recreation Land and facilities is a "very substantial" one as defined in the various Declarations of Condominium for the Complex, then the method contained in the said Declaration of Condominium for determining whether or not the Condominium shall be rebuilt shall be applicable to the rebuilding of the Recreation Facilities hereunder if such "very substantial" casualty has also occurred to two or more condominiums in the Complex except such determination shall be made by the general membership of the Association.

E. Maintenance and Repair of Property

The Association shall at its own expense keep and maintain the building, swimming pools, patio area, walkways, gardens, fixtures and improvements which may be at any time situated on the Recreation Land and all appurtenances thereunto belonging or appertaining, including sidewalks and steps in accordance with the original plan for the Complex and in a manner consistent with the Complex development of green areas, that add to the beauty and value of the Complex, and in good and substantial repair and in a clean and sanitary condition, and the Association will use, keep and maintain said premises and improvements thereon, and around such building and one swimming pool and whirlpool, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all federal, state and city governments having jurisdiction thereof, and the Association will protect and indemnify forever save and

OFF. REC. 6854 PAGE 794

keep harmless Developer from and against any loss, cost, damages and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants, and stipulations herein contained or occasioned or arising by or out of any accident or injury or damage to any persons whomsoever, or whatsoever happening or occurring in or about or upon the said premises or upon the sidewalks, approaches, and appurtenances adjoining the same or caused by the Association, or any person or persons occupying, holding, or claiming by, through, or under the Association.

F. In addition to the foregoing, the Association shall hire such employees and purchase such equipment and materials as may be needed to provide for management and supervision of the Recreation Land. It is, therefore, anticipated that as part of the Recreation Expenses, there shall be such sums to pay for such labor, equipment, materials and employees.

V-APPORTIONMENT AND COLLECTION OF RECREATION EXPENSES

A. Apportionment

Recreation Expenses shall be paid by the Association from assessments of the members of the Assocation and shall be apportioned between the units in the Condominiums of the Complex operated by the Association as follows:

1. After all of the condominiums planned for the Complex have been submitted to condominium ownership, the Recreation Expenses shall be apportioned and charged to each Unit as follows: The total of the Recreation Expenses shall be multiplied by a fraction, the numerator of which is the number one (1) and the denominator of which is the total number of Units in the Project. The product of such multiplication shall be the share apportioned and charged to each Unit. The determination of whether or not all condominiums in the Project have been submitted to condominium ownership is subject to the right of the Developer described hereinabove to designate and determine that a lesser number of condominiums and/or units, will be located in the Project.

2. Prior to the submission of condominium ownership of all condominiums planned for the Project, Recreation Expenses shall be appointed and charged to each unit in accordance with the following formula:
(i) As to declared Condominiums, the Association shall collect and assess for each declared condominium a sum equal to the Recreation Expenses multiplied by a fraction, the numerator of which is the number of units in the declared condominium and the denominator of which is 200 and the Developer shall be responsible for paying that portion of the Recreation Expenses not paid for by such assessments.
(ii) Notwithstanding the foregoing, in the event the Developer shall at any time determine in accordance with the Declarations of Condominium for the Project that the Project will not contain the contemplated 200 units, then the Developer shall designate the number of said units to be contained in said Project and said number shall be substituted for the number of contemplated units as described in subparagraph (i) directly above, provided, however, in no event shall the Developer have the right to designate the contemplated number of units as being less than the number of units planned for PLANTATION CLUB A & B, that is, 100.

OFF. REC. 6854 PAGE 795

It is understood and agreed that the Complex shall not contain more than 200 units.

B. Payment and collection by Association of Common Expenses

Each Declaration of Condominium in the Complex shall provide that the "Recreation Expenses" are Common Expenses. Accordingly, the Association shall assess and collect the Recreation Expenses due hereunder to the same extent as all of the Common Expenses of each Condominium in the Complex managed by the Association.

In the event, for any reason, the Association shall fail to collect and pay over the Recreation Expense due hereunder while the Developer is the owner of the Recreation Land hereunder, then the Developer shall have the right to collect said expenses from the Association and/or the individual unit owners who shall be jointly and severally liable for payment of said expenses in accordance with the following:

1. Actions at law or equity. The Developer may file an action at law or in equity to collect the sums due hereunder from the Association and/or the unit owners or to otherwise enforce the terms and provisions hereof. In any such action the prevailing side shall be entitled to attorneys' fees and costs.
2. Lien. In order to secure performance of the payment of the Recreation Expenses the Developer shall have a lien upon the condominium property and each unit thereof, including all appurtenances and fixtures thereto, located within the Complex for the payment of all sums due hereunder which lien shall also secure attorney's fees and costs of collection. This lien shall not be effective until the recordation of a claim or affidavit of lien executed by the Developer pursuant to the terms hereof in the Public Records of Broward County, Florida, which describes the property against which said lien is claimed, the name of the record owner thereof, the amount and date when due. Said lien shall at all times be subordinate and inferior to the lien of any Institutional Mortgage filed prior to the recordation of Developer's lien as provided hereunder.

VI-COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES

The Association covenants and agrees that it will, at its own expense, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire, hazard requirements, zoning requirements, setback requirements, and other similar requirements designed to protect the public and which affect the Recreation Land.

VII-LAWFUL USE OF PREMISES

The Association covenants and agrees that it will conform to and observe all ordinances, rules, laws and regulations of Broward County, Florida, State of Florida, and the United States of America, and all public authorities with respect to the Recreation Land or use thereof and will not during such time permit the same to be used for any illegal or immoral purpose, business, or occupation.

OFF. REC. 6854 PAGE 706

VIII-GENERAL PROVISIONS

A. The covenants contained herein shall run with and bind all of the real property described in Exhibits A and B and shall inure to the benefit of the Developer, the Association and the Owner of any property subject to this Document and their legal representatives, heirs, successors, and assigns for a term of fifty (50) years from the date of this Agreement; after which time the restrictions and covenants contained herein shall be automatically extended for two (2) successive fifty (50) year periods unless an instrument signed by all the persons or entities then owning two thirds (2/3) of all the Apartments subject hereto has been recorded agreeing to terminate said covenants and regulations.

B. The right to modify these regulations and covenants and the terms of the LAND USE AGREEMENT is hereby reserved to the parties signatory hereto provided that any such modification shall be set forth in an instrument executed by these parties and placed among the Public Records of Broward County, Florida. This right of modification is subject to the following, namely that such modifications shall not be inconsistent with the purposes and conditions herein set forth and shall not change the method of assessment or collection of Recreation Expenses in a manner that would be disproportionate to any owner of a unit. Notwithstanding the foregoing, after the conveyance of the Recreation Land and the termination of the Developer's interest therein, the Association may make such further changes, amendments, and modifications, to this Land Use Agreement in the same manner as is permitted for an amendment to the Articles of Incorporation or the By-Laws of the Association as would be voted upon and determined by the entire membership of the Association for the Complex.

C. Invalidation of any one of the provisions, agreements, covenants or undertakings herein contained by judgment, or order of any court shall not affect any other provisions of this LAND USE AGREEMENT which shall remain in full force and effect.

D. Subject to any limitations contained herein, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereunder.

E. Any obligation of the Developer hereunder shall terminate upon the conveyance of the Recreation Land to the Association as provided hereunder.

IN WITNESS WHEREOF, this LAND USE AGREEMENT has been signed by the Developer and the Association this 27th day of September, 1974.

WITNESSES:

PLANTATION CLUB DEVELOPMENT CORP.

BY _____
President

CFN REC. 6854 PAGE 707

WITNESSES:

PLANTATION CLUB ASSOCIATION, INC.

BY: Richard J. Block
President

STATE OF FLORIDA)
SS:
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 RICHARD J. BLOCK well-known to me to be the PRESIDENT of the Plantation Club Development Corp., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said Corporation.

WITNESS my hand and official Seal in the County and State last aforesaid this 27th day of September, 1974.

NOTARY PUBLIC, State of Florida at Large.

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES [illegible] 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

STATE OF FLORIDA)
SS:
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 RICHARD J. BLOCK well-known to me to be the PRESIDENT of the Plantation Club Association, Inc., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said Corporation.

WITNESS my hand and official Seal in the County and State last aforesaid this 27th day of September, 1974.

NOTARY PUBLIC, State of Florida at Large.

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES [illegible] 29, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

OFF. REC. 6854 PAGE 793

EXHIBIT "A"

TO THE LAND USE AGREEMENT

FOR

PLANTATION CLUB PROJECT

LEGAL DESCRIPTION OF RECREATIONAL AREA:

A portion of Lot 1 "Plantation Club" as recorded in Plat Book 80 at Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 1; thence run South 6° 00'00" East 143.90 feet along the West line of said Lot 1; thence run North 84° 00'00" East 70.00 feet; thence run South 6° 00'00" East 4.00 feet; thence run North 84° 00'00" East 31.00 feet; thence run South 6 00'00" East 131.00 feet; thence run North 84° 00'00" East 41.00 feet; thence run North 39° 00'00" East 75.00 feet; thence run North 24.00 feet; thence run East 46.00 feet to the Point of Beginning; thence run North 33.00 feet; thence run East 159.52 feet; thence run North 45° 00'00" East 57.00 feet; thence run South 45° 00'00" East 57.00 feet; thence run East 161.00 feet; thence run South 33.00 feet; thence run West 32.00 feet; thence run South 50.00 feet; thence run South 45 00'00" West 62.00 feet; thence run South 95.99 feet to a point which is 45.00 feet North of the South line of said Lot 1; thence run East 415.25 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1 to a point on the East line of said Lot 1; thence run South 1° 38'40" East 19.29 feet along the East line of said Lot 1 to a point of curvature of a circular curve to the right; thence run Southwesterly along the arc of said curve to the right having for its elements a radius of 25 feet and a central angle of 91° 38'40" for an arc distance of of 39.99 feet to the point of tangency on the South line of said Lot 1; thence run West 813.54 feet along the South line of said Lot 1 to a point of curvature of a circular curve to the right; thence run Northwesterly along the arc of said circular curve to the right having for its elements a radius of 25.00 feet and a central angle of 84° 00'00" for an arc distance of 36.65 feet to the point of tangency on the West line of said Lot 1; thence run North 6 00'00" West 22.74 feet along the West line of said Lot 1 to a point which is 45.00 feet North of the South line of said Lot 1; thence run East 315.52 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1; thence run North 95.99 feet; thence run North 45° 00'00" West 62.00 feet; thence run North 50.00 feet; thence run West 147.00 feet to the Point of Beginning. Said lands situate in Broward County, Florida.

OFF. REC. 6854 PAGE 739

EXHIBIT "B"

TO THE LAND USE AGREEMENT

FOR PLANTATION CLUB PROJECT

LOT 1 of PLANTATION CLUB, according to the Plat thereof, as recorded in Platbook 80, at Page 15 of the Public Records of Broward County, Florida.

OFF. REC. 6854 PAGE 800

AMENDMENT TO LAND USE AGREEMENT FOR PLANTATION CLUB

THIS AMENDMENT to Land Use Agreement made between PLANTATION CLUB DEVELOPMENT CORP., a Florida Corporation (hereinafter referred to as "Developer") and PLANTATION CLUB ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association").

W I T N E S S E T H:

WHEREAS the parties hereto entered into a Land Use Agreement dated the 27th day of September, 1974 (hereinafter referred to as original Land Use Agreement), and filed for recording the 30th day of September, 1974, as shown in Official Records Book 5953 at page 258 of the Public Records of Broward County, Florida, and

WHEREAS, the parties have mutually agreed to clarify or modify said Land Use Agreement

NOW THEREFORE in consideration of the sum of TEN ($10.00) DOLLARS each to the other in hand paid, the receipt whereof is hereby acknowledged, the mutual covenants contained herein, the benefits of same each accruing to the other, and good and valuable considerations, the parties hereto each agree with the other, as follows:

1. The foregoing recitals are true and correct.

2. That paragraph 1(I) of the original Land Use Agreement is hereby amended and modified so that said paragraph referring to Institutional Mortgagee shall be deemed to include as such Institutional Mortgagee, FORD MOTOR CREDIT COMPANY, a Delaware corporation, its assignees or nominees.

3. Add to and modify said Land Use Agreement with the following paragraph to-wit:

OFF. REC. 6854 PAGE 801

RETURN TO:
SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
P.O. BOX [illegible]
NORTH MIAMI BEACH, FLORIDA 33160

This Instrument Was Prepared by:
JEROME H. STERN
of SNYDER, YOUNG, STERN & TANNENBAUM, P.A.
ATTORNEYS-AT-LAW
3799 N. E. 164th Street
North Miami Beach, Florida 33162

In the event an Institutional Mortgagee obtains title to a condominium parcel in PLANTATION CLUB Project or Complex as a result of the foreclosure of its mortgage, or by voluntary conveyance in lieu of said foreclosure, then such Institutional Mortgagee as such acquiror of title, its successors and assigns, shall not be liable for any delinquent expenses or charges under the Land Use Agreement or pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. That said such Institutional Mortgagee as such acquiror, shall be liable for its share of expenses attributable to any condominium parcel owned by it from the date of acquiring said condominium parcel.

4. Modify and clarify the Land Use Agreement so that all references to "owner" under, or with respect to, the Land Use Agreement shall be deemed to mean "the Developer", as the words "owner" and "Developer" have been used interchangeably.

5. Exhibit "A" to the Land Use Agreement is hereby amended by deleting said Exhibit "A" attached thereto, which is recorded in Official Records Book 5953, at Page 268 of the Public Records of Broward County, Florida, and by substituting therefore abinitio, Exhibit "A" attached hereto.

6. All of the other terms, conditions, covenants and provisions of the original Land Use Agreement shall remain in full force, virtue and effect, except as amended, changed and modified herein.

IN WITNESS WHEREOF, this Amendment to the Land Use Agreement has been signed by the Developer and the Association this 29th day of October, 1974.

PLANTATION CLUB DEVELOPMENT CORP.

By: _____
President

Witnesses:

_____

_____

OFF. REC. 6854 PAGE 802

SNYDER, YOUNG, STARK & CUNNINGHAM, P.A. • ATTORNEYS AT LAW • [illegible] • BOCA RATON, FLORIDA, 33432

WITNESSES:

PLANTATION [illegible] ASSOCIATION INC.

BY: Richard J. Block
President

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD J. BLOCK, well known to me to the President of the Plantation Club Development Corp., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official Seal in the County and State last aforesaid this 29th day of October, 1974.

Notary Public, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY, 22, 1978
BONDED THRU [illegible]

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD J. BLOCK, well known to me to be the President of the Plantation Club Association, Inc., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said Corporation.

WITNESS my hand and official Seal in the County and State last aforesaid this 29th day of October, 1974.

Notary Public, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY, 22, 1978
BONDED THRU [illegible]

OFF. REC. 6854 PAGE 803

EXHIBIT "A"
TO AMENDMENT
TO THE LAND USE AGREEMENT

FOR

PLANTATION CLUB PROJECT

LEGAL DESCRIPTION OF RECREATIONAL AREA:

A portion of Lot 1 "Plantation Club" as recorded in Plat Book 80 at Page 15 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 1; thence run South 6° 00'00" East 143.90 feet along the West line of said Lot 1; thence run North 84° 00'00" East 70.00 feet; thence run South 6° 00'00" East 4.00 feet; thence run North 84° 00'00" East 31.00 feet; thence run South 6 00'00" East 131.00 feet; thence run North 84° 00'00" East 41.00 feet; thence run North 39° 00'00" East 75.00 feet; thence run North 24.00 feet; thence run East 46.00 feet to the Point of Beginning; thence run North 33.00 feet; thence run East 159.52 feet; thence run North 45° 00'00" East 57.00 feet; thence run South 45° 00'00" East 57.00 feet; thence run East 161.00 feet; thence run South 33.00 feet; thence run West 132.00 feet; thence run South 50.00 feet; thence run South 45° 00'00" West 62.00 feet; thence run South 95.99 feet to a point which is 45.00 feet North of the South line of said Lot 1; thence run East 415.25 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1 to a point on the East line of said Lot 1; thence run South 1° 38'40" East 19.29 feet along the East line of said Lot 1 to a point of curvature of a circular curve to the right; thence run Southeasterly along the arc of said curve to the right having for its elements a radius of 25 feet and a central angle of 91° 38'40" for an arc distance of of 39.99 feet to the point of tangency on the South line of said Lot 1; thence run West 813.54 feet along the South line of said Lot 1 to a point of curvature of a circular curve to the right; thence run Northwesterly along the arc of said circular curve to the right having for its elements a radius of 25.00 feet and a central angle of 84° 00'00" for an arc distance of 36.65 feet to the point of tangency on the West line of said Lot 1; thence run North 6 00'00" West 22.74 feet along the West line of said Lot 1 to a point which is 45.00 feet North of the South line of said Lot 1; thence run East 415.52 feet along a line parallel to and 45.00 feet North of the South line of said Lot 1; thence run North 95.99 feet; thence run North 45° 00'00" West 62.00 feet; thence run North 50.00 feet; thence run West 147.00 feet to the Point of Beginning. Said lands situate in Broward County, Florida.

OFF. REC. 6854 PAGE 804

EXHIBIT "H"

TO THE DECLARATION OF

PLANTATION CLUB D,

A CONDOMINIUM

BEING THE PROJECT OR COMPLEX LAND

Lot 1 of PLANTATION CLUB, according to the Plat thereof, as recorded in Plat Book 80, at page 15 of the Public Records of Broward County, Florida.

OFF. REC. 6854 PAGE 803

EXHIBIT "I"

TO THE DECLARATION OF

PLANTATION CLUB D,

A CONDOMINIUM

MAINTENANCE GUARANTEE

In accordance with Florida Statute Section 711.15(8)(b), PLANTATION CLUB DEVELOPMENT CORP., as the Developer of PLANTATION CLUB C, a Condominium (hereinafter referred to as the Developer), does hereby guarantee to each of the unit owners in the Condominium that the assessment for common expenses in respect to the units of the Condominium shall not be increased from the following:

$36.67 for a Type 1 unit, monthly;
$ 49.75 for a Type 2 unit, monthly.

This Guarantee shall be in full force and effect up to and including DECEMBER 31, 1977.

The Developer does hereby obligate itself to pay any amount of common expenses incurred up to and including December 31, 1977, that are not produced by the condominium working capital fund and/or assessments at the guaranteed level above receivable from all unit owners other than the Developer.

PLANTATION CLUB DEVELOPMENT CORP.

By:_____

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

OFF. REC. 6854 PAGE 806

81-148656

AMENDMENTS TO THE BY-LAWS OF PLANTATION CLUB ASSOCIATION, INC. APPROVED DECEMBER 10, 1980

Note: Words to be added are underlined; words to be deleted are stricken through with hyphens, as required by Florida Law.

Article II - Directors - Section 1 is amended to read as follows:

Number and Term: The number of Directors which shall constitute the whole Board shall not be less than (3) nor more than (9). 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~~ annual meetings of the members as designated in Section 2, Article V, and each Director shall be elected to serve for the term ~~of one year~~ of time as specified in Section 2, Article II, paragraphs B & C or until his successor shall be elected and shall qualify.

(Explanation): The language of this section is clarified to prepare for the system of staggered representation and annual meeting dates as specified in the following Section 2, Article I and in Section 2 of Article V.

Article II, Section 2, Paragraph B is amended to read as follows:

B. Resident Directors shall be elected solely by the members of each Condominium who are the only members entitled to vote for their respective Resident Director Each Condominium shall elect its Resident Director for the term and in the manner herewith specified: Starting in 1981 a staggered period of serving will be in effect for the Director of each Condominium, to be chosen as follows:

Alternating method of electing a Resident Director for Plantation Club Condominium	D	C	B	A
Initial Election:				
(1) To serve for a term of	2 Yrs	1 Yrs	1 Yr	1 Yr
Following years:				
(2) For a term of	0	2 Yrs	1 Yr	1 Yr
(3) For a term of	1 Yr	0	2 Yrs	1 Yr
(4) For a term of	1 Yr	1 Yr	0	2 Yrs
(5) For a term of	2 Yrs	1 Yr	1 Yr	0

With subsequent years following in the same repetitive alternating order.

Article II, Section 2, Paragraph C is amended to read as follows:

C Directors at large shall be elected by the membership of the Association at large in the following manner:
In the initial election year the candidate with the highest number of votes shall be elected for a term of two years with the others to serve for 1 year.
In subsequent years the candidate with the highest number of votes for the remaining at large seats shall be elected to serve for two years with the other for one year.

Example Chart: Candidates:	1	2	3
(1) Initial Year - To serve for a term of	2 Yrs	1 Yr	1 Yr
(2) Following year - To serve for a term of	0	2 Yrs	1 Yr
(3) Following year - To serve for a term of	1 Yr	0	2 Yrs
(4) Following year - To serve for a term of	2 Yrs	1 Yr	0

Article II, Section 2, Paragraph E is amended as follows:

E. ~~After the first election of Directors at each election thereafter the number of Directors to be elected will be the same as the preceding number of Directors, plus one Resident Director for any additional Condominium for which the Association was designated as the entity responsible for its operation which is created in the interim between elections.~~

(Explanation) - Paragraphs B & C are self explanatory as to the new method of elections. Paragraph E is no longer needed as there will be no other buildings [illegible] complement.

RETURN TO: PLANTATION CLUB CONDOMINIUM
6675 W BROWARD BLVD
PLANTATION, FL 33317

OFFICIAL RECORDS 1966 335

Article V - Meeting of Membership - Section 2 is amended to read as follows:

Annual Meeting - Regular annual meetings ~~subsequent to the first election of Directors~~ for the election of Resident Directors shall be held by member of each Condominium during the last week of January starting in 1981, at 8:00 P.M. E S T and in each succeeding year and regular annual meetings for the election of Directors at large shall be held on the second Thursday of February starting in 1981 at 8:00 P.M. E S T and in each succeeding year, all meetings to be held at the office of the Association or such other place as maybe stated in the notice, if not a legal holiday; and if a legal holiday, then on the next secular day following.

(Explanation) This amendment sets the meeting dates and times for the various elections as called for in the amendment proposed for Article II, Section 1.

In witness whereof, the Plantation Club Condominium, through its agent, Plantation Club Association, Inc., has caused these presents to be executed by its officers thereunder duly authorized and its seal affixed, this 19 day of May, 1981.

Plantation Club Association, Inc.

By _____
President

_____
Vice-President

Attest _____
Secretary

Signed, sealed and delivered
In the presence of:

_____

_____

Notary Public State of Florida at Large.
My Commission Expires July 28, 1984

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

RE 9597 PAGE 531

AMENDMENT TO THE DECLARATION AND BY-LAWS OF PLANTATION CLUB
82- 14908 ASSOCIATION APPROVED JANUARY 5, 1982

Note: Words to be added are underlined; words to be deleted are stricken through with hyphens, as required by Florida Law.

JAN 20 11 34 AM '82

Page 31, Paragraph 17 of the document is amended by an addition to be inserted at the end of paragraph 17A on page 32, preceding Paragraph 17B on page 33 and by the deletion of Paragraph 17C at the bottom of Page 33, as follows:

Addition to paragraph 17A of Document:

As of January 5, 1982, no purchaser shall be approved unless it is his or her intention that the unit shall be occupied by such purchaser and/or his or her immediate family as a private dwelling and as permanent occupants of the unit. Any rental provisions in the Declaration of Condominium, By-Laws, or Amendments, shall not apply until one year after the purchase of any unit. Should title to a unit be registered in the name of a person or persons other than the occupant, a notarized letter must be submitted to the Plantation Club Association, Inc., advising the name or names of title holders and an authorization for permanent occupancy specifying the names of residents to be living in the unit on such permanent basis.

As of January 5, 1982, the leasing of units as a regular practice is not permitted. In order to meet special situations and to avoid undue hardships or practical difficulties, the Board of Directors may grant permission to an owner to lease his unit to a specified lessee for a period of not less than one year or more than two years and the unit may not be rented again during the period of current ownership.

Provisions governing rentals as outlined in the above paragraph, shall apply to any unit now being leased. At the termination of the present lease agreement on file at the office of the Plantation Club Association, Inc., any provision for an option or renewal clause shall be null and void. The Board of Directors may consider the allowance of another lease period of from one year to two years and at the termination of such period, no further leasing of such unit shall be permitted.

Delete Paragraph 17C of Document:

~~If the purchaser or lessee is a corpo~~ Plantation Club Assoc. Inc.
~~approval by the Association of all oc~~
6625 W Broward Blvd Plantation Fla 33317

In witness whereof, the Plantation Club Condominium, through its agent, Plantation Club Association, Inc., has caused these presents to be executed by its officers thereunder duly authorized and its seal affixed, this 19th day of JANUARY, 1982.

PLANTATION CLUB ASSOCIATION, INC.

By _____ President

_____ Vice-President

Attest _____ Secretary

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

Signed, sealed and delivered in the presence of:

_____

_____

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 2 1985
BONDED THRU GENERAL INS. UNDERWRITERS

OFF REC 9988 PAGE 449

4 of 4

87405378

AMENDMENT TO THE DECLARATION AND BY-LAWS OF PLANTATION CLUB ASSN., INC.

APPROVED SEPT. 15, 1987

Note: Words to be added are underlines; words to be deleted are stricken through with hyphens, as required by Florida Law.

Page 20, Section 15, Part B, titled Casualty Insurance, paragraph (1), line 23 is amended to read:

... mortgage encumbering a condominium unit, to request the policies ... to replace ... mortgage encumbering a condominium unit, to approve the policies...

line 17 of the same paragraph with deletion to end of paragraph as follows: ~~... and the further right to designate and appoint the Insurance Trustee. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.~~

Page 21, Section 15, paragraph (2), line 10, shall read: ... payable on account of loss or damage shall be payable to Plantation Club Assn., Inc. - Insurance Trust Fund, such fund to be administered by the President and Treasurer of the Association; and this fund shall be referred to hereafter as "Insurance Trustee".

line 27 shall be deleted as follows: ~~to CENTRAL BANK & TRUST CO., as Trustee, or to any other bank in Florida with trust powers, as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee".~~

Page 23, Section 15, paragraph (5), subparagraph (c) shall read: If the damage or loss involves individual units encumbered by institutional first mortgages, ~~as well as common elements, or if the damage is limited to the common elements alone, but is in excess of $3,000~~ ...

Page 24, Section 15, paragraph (5), subparagraph (c), line 10, shall read: ... a condominium unit. ~~At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right to approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the Condominium property.~~ Should written approval ...

Page 27, Section 15, paragraph (8), shall read: Certificate: Certification must be documented in the Association records, stating whether or not the damaged property is to be repaired and restored. ~~Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.~~

In witness whereof, the Plantation Club Condominium, through its agent, Plantation Club, Assn., Inc., has caused these presents to be executed by its officers thereunder duly authorized and its seal affixed, this _____ day of 1987.

PLANTATION CLUB ASSN., INC.

By: _____ President

_____ Vice-President

Attest _____ Secretary

L. A. HESTER
COUNTY ADMINISTRATOR

Signed, sealed and delivered in the presence of:

_____

_____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 9,1989
BONDED THRU GENERAL INS. UND.

Plantation Club Condominium
6655 W. Prospect Rd.
Plantation, Fl 33313

OR 14817PG0011

Start new search

Certify Copies?

Book Type: O Official Records

Book / Page: 36442 / 25

Instrument Number: 103495285

Search Results

Record Date:	11/18/2003 8:33:24 AM
Book Type:	O - Official Records
Book / Page:	36442/25
Instrument Number:	103495285
RS Code:	0
Number Of Pages:	2
Doc Type:	GOV - Gov Orders Ordinances Petitions & Resolutions
From:	PLANTATION CLUB CONDO ASSN INC
To:	PLANTATION CLUB CONDO

CFN # 103495285, OR BK 36442 Page 25, Page 1 of 2, Recorded 11/18/2003 at 08:33 AM, Broward County Commission, Deputy Clerk 2165

THIS INSTRUMENT PREPARED BY:
DAVID M. BAUMAN, ESQ.
Bauman & Kanner P. A.
7119 W. Broward Blvd.
Plantation, Florida 33317

CERTIFICATE OF RESOLUTION TO ENFORCE PET RESTRICTIONS
BY THE BOARD OF PLANTATION CLUB CONDOMINUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium establishing PLANTATION CLUB CONDOMINUM ASSOCIATION, INC. (the "Declaration") is recorded at Official Records Book 6854, Page 582, of the Public Records of Broward County, Florida; and,

WHEREAS, this Resolution to Enforce Pet Restrictions has received approval of a majority of the Directors present at a duly held and noticed meeting of the Board of Directors as required in Article II of By-Laws of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. (by-laws) and as further evidenced by signatures attached hereto as Exhibit "A"; and,

NOW THEREFORE, the Board of Directors is RESOLVED as follows:

1. THAT Article 16B relating to Board approval and member keeping of pets shall be duly enforced from this date forth and is hereby republished in its relevant parts as follows:

16. Obligations of Members. . . . every condominium parcel owner shall:
B. Not keep pets or other animals in his unit or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It id the intent of the Developer and the Association that said written approval will not be withheld for small animals. In the event written approval as aforedescribed is obtained by the unit owner, then and in such an event the unit owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be allowed to enter the recreational areas, and/or to cause a nuisance or disturbance of any kind or nature. In the event written approval as aforedescribed is obtained, then and in such an event, such approval will be subject to Rules and Regulations established from time to time by the Association;

2. THAT nothing in this RESOLUTION shall be construed to affect the presence of pets already on the premises except that any such pets shall be kept in a manner which is in accordance with all parts of the Declaration and By-Laws;

(2)

OR BK 36442 PG 26, Page 2 of 2

CFN # 104073458, OR BK 37638 Page 1939, Page 1 of 2, Recorded 06/11/2004 at 12:33 PM, Broward County Commission, Deputy Clerk 3075

WC/CHRIS THE COURIER/JAB

THIS INSTRUMENT PREPARED BY:
DAVID M. BAUMAN, ESQ.
Bauman & Kanner P. A.
7119 W. Broward Blvd.
Plantation, Florida 33317

CERTIFICATE OF RESOLUTION TO ENFORCE PET RESTRICTIONS
BY THE BOARD OF PLANTATION CLUB CONDOMINUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium establishing PLANTATION CLUB CONDOMINUM ASSOCIATION, INC. (the "Declaration") is recorded at Official Records Book _____, Page ____, of the Public Records of Broward County, Florida; and,

WHEREAS, this Resolution to Enforce Pet Restrictions has received approval of a majority of the Directors present at a duly held and noticed meeting of the Board of Directors as required in Article II of By-Laws of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. (by-laws) and as further evidenced by signatures attached hereto as Exhibit "A"; and,

NOW THEREFORE, the Board of Directors is RESOLVED as follows:

1. THAT Article 16B relating to Board approval and member keeping of pets shall be duly enforced from this date forth and is hereby republished in its relevant parts as follows:

16. Obligations of Members. . . . every condominium parcel owner shall:

B. Not keep pets or other animals in his unit or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It id the intent of the Developer and the Association that said written approval will not be withheld for small animals. In the event written approval as aforedescribed is obtained by the unit owner, then and in such an event the unit owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be allowed to enter the recreational areas, and/or to cause a nuisance or disturbance of any kind or nature. In the event written approval as aforedescribed is obtained, then and in such an event, such approval will be subject to Rules and Regulations established from time to time by the Association;

2. THAT nothing in this RESOLUTION shall be construed to affect the presence of pets already on the premises except that any such pets shall be kept in a manner which is in accordance with all parts of the Declaration and By-Laws;

3. THAT all current owners and tenants are hereby on notice that any future attempt to maintain a pet on the premises or in their unit shall be subject to approval according to paragraph 16B republished above and that application and enforcement of that paragraph shall be done in a uniform and consistent manner;

4. THAT all future prospective unit owners and tenants shall be required to sign a document entitled ACKNOWLEDGEMENT OF STANDARDS FOR APPROVAL AND RULES FOR MAINTENANCE OF PETS, attached as Exhibit "B," to acknowledge their understanding of paragraph 16B and how it applies to them before entering into possession of any unit.

IN WITNESS WHEREOF, the undersigned has caused those present to be signed on its behalf by the appropriate individuals on this 20th day of May, 2004.

Signed, Sealed and Delivered
in the presence of:

Bryan Adeline
JOHN A. DAURIA

PLANTATION CLUB
CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit
corporation

By: Dorothy M Dillon President
DOROTHY M DILLON

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME personally appeared Dorothy M. Dillon to me well known and known to me to be the individual described in or who provided _____ as identification and who executed the foregoing and acknowledged to me that he/she was duly authorized to sign the foregoing on behalf of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation.

IN WITNESS whereof, I have hereunto set my hand and seal on this 20th day of May, 2004.

Notary Public

My Commission Expires:

Bryan Adeline
MY COMMISSION # DD126547 EXPIRES
June 14, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

CFN # 104073457, OR BK 37638 Page 1936, Page 1 of 3, Recorded 06/11/2004 at 12:33 PM, Broward County Commission, Deputy Clerk 3075

WC/CHRIS THE COURIER/JAB

THIS INSTRUMENT PREPARED BY:
DAVID M. BAUMAN, ESQ.
Bauman & Kanner P. A.
7119 W. Broward Blvd.
Plantation, Florida 33317

CERTIFICATE OF RESOLUTION TO AMEND THE DECLARATION OF CONDOMINIUM AND BY-LAWS OF PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. IN ORDER TO ENFORCE RESTRICTIONS AGAINST THE RENTING OF CONDOMINIUM UNITS, BY THE BOARD OF PLANTATION CLUB CONDOMINUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium establishing PLANTATION CLUB CONDOMINUM ASSOCIATION, INC. (the "Declaration") is recorded at Official Records Book _____, Page ____, of the Public Records of Broward County, Florida; and,

WHEREAS, this Resolution has received approval according to the procedures set out in section 23 of THE DECLARATION OF CONDOMINIUM AND BY-LAWS OF PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. at a duly held and noticed meeting of the Membership of and as further evidenced by signatures attached hereto as Exhibit "A"; and,

NOW THEREFORE, the Membership of Plantation Club Condominium Association, Inc. is RESOLVED as follows:

1. THAT Article the Amendment the Declaration of Condominium and By-Laws of Plantation Club Association, originally passed January 5, 1982, shall be duly enforced from this date forth and is hereby amended and republished as follows:

Note: Words to be added are underlined; words to be deleted are stricken through With hyphens, as required by Florida laws.

Page 31, Paragraph 17 of the document is amended by an addition to be inserted at the end of paragraph 17A on page 32, ~~proceeding Paragraph 17B on page 33 and by the deletion of Paragraph 17C at the bottom of page 33,~~ as follows:

Addition to the paragraph 17A of Document:

As of January 5, 1982, no purchaser shall be approved unless it is his or her intention that the unit shall be occupied by such purchaser and/or his or her immediate family as a private dwelling and as permanent occupants of the unit. Any rental provisions in the Declaration of Condominium By-Laws or Amendments, shall not apply until one year after the purchase of any unit. Should title to a unit be registered in the name of a person or persons other than the occupant, a notarized letter must be submitted to the Plantation Club Association, Inc., advising the name or names title holders and authorization for

permanent occupancy specifying the names of residents to be living in the unit on such permanent basis.

As of January 5, 1982, the leasing of units as a regular practice is not permitted. In order to meet special situations and to avoid undue hardships or practical difficulties, the Board of Directors may grant permission to an owner to lease his unit to a specified lessee for a period of not less that one year or more than two years and the unit may not be rented again during the period of current ownership.

Provisions governing rentals as outlined in the above paragraph, shall apply to any unit now being leased. At the termination of the present leases agreement on file at the office of the Plantation Club Association, Inc., any provision for an option or renewal clause shall be null and void. The Board of Directors may consider the allowance of another lease period of from one year to two years and at the termination of such period, no further leasing of such unit shall be permitted.

~~B. Rental or lease: A condominium parcel shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Board of Directors shall have the right to require that a substantially uniform form of lease be used.~~

~~In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration, and either the lessee or the member shall have the right to use the recreational facilities to the exclusion of the party not using same.~~

~~Completely apart from and in addition to the Association's right to pass on and approve or disapprove of any such attempted lease on any condominium unit, is the right of the Association hereby given and granted of first refusal to lease any condominium unit offered for lease by any member of the Association. Accordingly, no owner of a condominium unit shall lease same to any party without first giving the Association notice in writing of such lease as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said condominium unit on the same terms and conditions as those contained in any bona fide offer which owner of such condominium unit may have received for the lease of his said condominium unit. If the Association is desirous of exercising its option to lease said condominium unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the owner of said condominium unit desiring to lease the same of the exercise by Association of its election to so lease said condominium unit, such notice to be in writing and sent by certified mail to said owner within fifteen (15) days from receipt by the Association of the owner's notice to said Association as hereinabove required. If the Association has elected to lease such condominium unit, then, upon notifying the owner of such condominium unit of its election to lease said condominium unit, the Association shall execute a lease and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the~~

~~Association does not, within fifteen (15) days after notice to it from the owner, exercise its right of first refusal herein granted the owner may lease the condominium unit to the proposed lessee, provided that the Association has approved of the lessee as hereinabove stated. If the Board of Directors of the association shall so elect, it may cause its right of first refusal to lease any condominium unit to be exercised in its name for itself or for a party approved by said Board of Directors.~~

2. THAT nothing in this RESOLUTION shall not be construed to affect any leases currently in effect on the premises except that any options or renewal clauses in any such leases are hereby declared NULL and VOID;

3. THAT all current owners and tenants are hereby on notice that all current leases shall expire and be of no further effect at the conclusion of their current term;

4. THAT all current owners are hereby on notice that any future attempt to lease a unit on the premises shall be subject to approval of the Board according to paragraph 17A republished above and that application and enforcement of that paragraph shall be done in a uniform and consistent manner;

IN WITNESS WHEREOF, the undersigned has caused those present to be signed on its behalf by the appropriate individuals on this 20th day of May, 2004.

Signed, Sealed and Delivered
in the presence of:

Bryan Adeline
JOHN A. DAURIA

PLANTATION CLUB
CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit
corporation

By: Dorothy M. Dillon, President

STATE OF FLORIDA
COUNTY OF BROWARD

~~BEFORE~~ ME personally appeared Dorothy M. Dillon to me well known and known to me to be the individual described in or who provided _____ as identification and who executed the foregoing and acknowledged to me that he/she was duly authorized to sign the foregoing on behalf of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation.

IN WITNESS whereof, I have hereunto set my hand and seal on this 20th day of May, 2004.

Notary Public

My Commission Expires:

Bryan Adeline
MY COMMISSION # DD126347 EXPIRES
June 16, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

THIS INSTRUMENT WAS PREPARED BY
KAYE BENDER REMBAUM, P.L.
ATTN: EMILY E. GANNON, ESQ
1200 PARK CENTRAL BOULEVARD SOUTH
POMPANO BEACH, FLORIDA 33064

CERTIFICATE OF AMENDMENT TO THE BYLAWS OF PLANTATION CLUB ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Bylaws of Plantation Club Association, Inc., as recorded as an exhibit to the Declarations of Condominium of Plantation Club A, B, C, and D as described in Official Records of the Public Records of Broward County, Florida, as set forth below, were duly adopted by written consent in accordance with the provisions of Section 617.0701(4)(a), Florida Statutes, and the governing documents.

Building	Official Records Book	Page No.
A	5953	270
B	6152	575
C	6854	582
D	6854	696

IN WITNESS WHEREOF, we have affixed our hands this 02 day of December, 2015, at Plantation, Broward County, Florida.

By: B. Oxley / President
Print: Beate Oxley
Attest: Angelica Cubillas / Board member
Print: ANGELICA CUBILLAS

STATE OF ~~FLORIDA~~
COUNTY OF Broward.

The foregoing instrument was acknowledged before me this 2nd day of December, 2015 by Beate Oxley as President and Angelica Cubillas as Secretary of Plantation Club Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced known as identification.

NOTARY PUBLIC:
sign
print Vicki D. Dillon
State of Florida at Large

My Commission Expires:

VICKI D. DILLON
MY COMMISSION #FF033177
EXPIRES July 2, 2017
(407) 398-0153 FloridaNotaryService.com

AMENDMENT
TO THE BYLAWS OF
PLANTATION CLUB ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . ."}

ARTICLE II

DIRECTORS

. . .

B. Resident Directors shall be elected solely by the members of each Condominium who are the only members entitles to vote for their respective Resident Director. Each Condominium shall elect its Resident Director for the term and in the manner herewith specified: ~~Starting in 1981, a staggered period of serving will be in effect for the Director of each Condominium to be chosen as follows:~~ The current Resident Directors shall serve two (2) year terms, which began in 2014, and all Resident Directors thereafter shall continue to serve two (2) year terms.

~~Alternating method of electing a Resident Director for Plantation Club Condominium~~

~~Initial Election:~~	~~D~~	~~C~~	~~B~~	~~A~~
~~(1) To serve for a term of~~	~~2 Yrs~~	~~1 Yrs~~	~~1 Yr~~	~~1 Yr~~
~~Following Years:~~				
~~(2) For a term of~~	~~0~~	~~2 Yrs~~	~~1 Yr~~	~~1 Yr~~
~~(3) For a term of~~	~~1 Yr~~	~~0~~	~~2 Yr~~	~~1 Yr~~
~~(4) For a term of~~	~~1 Yr~~	~~1 Yr~~	~~0 2 Yrs~~	
~~(5) For a term of~~	~~2 Yrs~~	~~1 Yr~~	~~1 Yr~~	~~0~~

~~With subsequent years following in the same repetitive alternating order.~~

C. Directors at large shall be elected by the membership of the Association at large in the following manner: The Board shall its sole discretion determine the number of Directors at large. The current Directors at large shall serve two (2) year terms, which began in 2014,

and all subsequent Directors at large shall serve two (2) year terms.

~~In the initial election year the candidate with the highest number of votes shall be elected for a term of two years with the others to serve for 1 year. In subsequent years the candidate with the highest number of votes for the remaining at large seats shall be elected to serve for two years with the other for one year.~~

~~Example chart:~~	~~Candidates:~~	~~1~~	~~2~~	~~3~~
~~(1) Initial Year - To serve for a term of~~		~~2 Yrs~~	~~1 Yr~~	~~1 Yr~~
~~(2) Following Year - To serve for a term of~~		~~0~~	~~2 Yrs~~	~~1 Yr~~
~~(3) Following Year - To serve for a term of~~		~~1 Yr~~	~~0~~	~~2 Yrs~~
~~(4) Following Year - To serve for a term of~~		~~2 Yrs~~	~~1 Yr~~	~~0~~

. . .

CFN # 104073457, OR BK 37638 Page 1936, Page 1 of 3, Recorded 06/11/2004 at 12:33 PM, Broward County Commission, Deputy Clerk 3075

WC/CHRIS THE COURIER/JAB

THIS INSTRUMENT PREPARED BY:
DAVID M. BAUMAN, ESQ.
Bauman & Kanner P. A.
7119 W. Broward Blvd.
Plantation, Florida 33317

CERTIFICATE OF RESOLUTION TO AMEND THE DECLARATION OF CONDOMINIUM AND BY-LAWS OF PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. IN ORDER TO ENFORCE RESTRICTIONS AGAINST THE RENTING OF CONDOMINIUM UNITS, BY THE BOARD OF PLANTATION CLUB CONDOMINUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium establishing PLANTATION CLUB CONDOMINUM ASSOCIATION, INC. (the "Declaration") is recorded at Official Records Book _____, Page ____, of the Public Records of Broward County, Florida; and,

WHEREAS, this Resolution has received approval according to the procedures set out in section 23 of THE DECLARATION OF CONDOMINIUM AND BY-LAWS OF PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC. at a duly held and noticed meeting of the Membership of and as further evidenced by signatures attached hereto as Exhibit "A"; and,

NOW THEREFORE, the Membership of Plantation Club Condominium Association, Inc. is RESOLVED as follows:

1. THAT Article the Amendment the Declaration of Condominium and By-Laws of Plantation Club Association, originally passed January 5, 1982, shall be duly enforced from this date forth and is hereby amended and republished as follows:

Note: Words to be added are underlined; words to be deleted are stricken through With hyphens, as required by Florida laws.

Page 31, Paragraph 17 of the document is amended by an addition to be inserted at the end of paragraph 17A on page 32, ~~proceeding Paragraph 17B on page 33 and by the deletion of Paragraph 17C at the bottom of page 33,~~ as follows:

Addition to the paragraph 17A of Document:

As of January 5, 1982, no purchaser shall be approved unless it is his or her intention that the unit shall be occupied by such purchaser and/or his or her immediate family as a private dwelling and as permanent occupants of the unit. Any rental provisions in the Declaration of Condominium By-Laws or Amendments, shall not apply until one year after the purchase of any unit. Should title to a unit be registered in the name of a person or persons other than the occupant, a notarized letter must be submitted to the Plantation Club Association, Inc., advising the name or names title holders and authorization for

permanent occupancy specifying the names of residents to be living in the unit on such permanent basis.

As of January 5, 1982, the leasing of units as a regular practice is not permitted. In order to meet special situations and to avoid undue hardships or practical difficulties, the Board of Directors may grant permission to an owner to lease his unit to a specified lessee for a period of not less that one year or more than two years and the unit may not be rented again during the period of current ownership.

Provisions governing rentals as outlined in the above paragraph, shall apply to any unit now being leased. At the termination of the present leases agreement on file at the office of the Plantation Club Association, Inc., any provision for an option or renewal clause shall be null and void. The Board of Directors may consider the allowance of another lease period of from one year to two years and at the termination of such period, no further leasing of such unit shall be permitted.

~~B. Rental or lease: A condominium parcel shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Board of Directors shall have the right to require that a substantially uniform form of lease be used.~~

~~In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration, and either the lessee or the member shall have the right to use the recreational facilities to the exclusion of the party not using same.~~

~~Completely apart from and in addition to the Association's right to pass on and approve or disapprove of any such attempted lease on any condominium unit, is the right of the Association hereby given and granted of first refusal to lease any condominium unit offered for lease by any member of the Association. Accordingly, no owner of a condominium unit shall lease same to any party without first giving the Association notice in writing of such lease as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said condominium unit on the same terms and conditions as those contained in any bona fine offer which owner of such condominium unit may have received for the lease of his said condominium unit. If the Association is desirous of exercising its option to lease said condominium unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the owner of said condominium unit desiring to lease the same of the exercise by Association of its election to so lease said condominium unit, such notice to be in writing and sent by certified mail to said owner within fifteen (15) days from receipt by the Association of the owner's notice to said Association as hereinabove required. If the Association has elected to lease such condominium unit, then, upon notifying the owner of such condominium unit of its election to lease said condominium unit, the Association shall execute a lease and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the~~

~~Association does not, within fifteen (15) days after notice to it from the owner, exercise its right of first refusal herein granted the owner may lease the condominium unit to the proposed lessee, provided that the Association has approved of the lessee as hereinabove stated. If the Board of Directors of the association shall so elect, it may cause its right of first refusal to lease any condominium unit to be exercised in its name for itself or for a party approved by said Board of Directors.~~

2. THAT nothing in this RESOLUTION shall not be construed to affect any leases currently in effect on the premises except that any options or renewal clauses in any such leases are hereby declared NULL and VOID;

3. THAT all current owners and tenants are hereby on notice that all current leases shall expire and be of no further effect at the conclusion of their current term;

4. THAT all current owners are hereby on notice that any future attempt to lease a unit on the premises shall be subject to approval of the Board according to paragraph 17A republished above and that application and enforcement of that paragraph shall be done in a uniform and consistent manner;

IN WITNESS WHEREOF, the undersigned has caused those present to be signed on its behalf by the appropriate individuals on this 20th day of May, 2004.

Signed, Sealed and Delivered
in the presence of:

Bryan Adeline
JOHN A. D'AURIA

PLANTATION CLUB
CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit
corporation

By: Dorothy M. Dillon, President

STATE OF FLORIDA
COUNTY OF BROWARD

~~BEFORE ME~~ personally appeared Dorothy M. Dillon to me well known and known to me to be the individual described in or who provided _____ as identification and who executed the foregoing and acknowledged to me that he/she was duly authorized to sign the foregoing on behalf of PLANTATION CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation.

IN WITNESS whereof, I have hereunto set my hand and seal on this 20th day of May, 2004.

Notary Public

My Commission Expires:

Bryan Adeline
MY COMMISSION # DD126347 EXPIRES
June 16, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

RESOLUTION OF THE BOARD OF DIRECTORS OF

PLANTATION CLUB ASSOCIATION, INC.

The undersigned, being all of the members of the Board of Directors, do hereby take the following action on behalf of the Plantation Club Association, Inc. (herein the "Association"):

WHEREAS, the Association is the entity charged with the operation and management of the Plantation Club Community (hereinafter "Community"); and

WHEREAS, Section 16 of the Declaration of Condominium of Plantation Club A, B, C and D (collectively "Declaration") provides that Owners shall not keep pets or other animals in his/her unit without prior written approval of the Board and that written approval of the Board will not be withheld for small animals; and

WHEREAS, pursuant to Section 16 of the Declaration, the Board is authorized to adopt and promulgate reasonable rules and regulations regarding keeping pets and/or animals in a unit; and

WHEREAS, the Board desires to establish rules clarifying such pet restrictions.

NOW THEREFORE, it is hereby:

RESOLVED, that the Board of Directors unanimously adopts a rule which provides that no pet that exceeds twenty-five pounds (25 lbs.) may be kept in any Unit.

Dated: 12-9-2020

Arlene Alonso

Toni Jennyson

Elsa SANMARTANO

RESOLUTION ESTABLISHING FINING/SUSPENSION COMMITTEE ("COMPLIANCE COMMITTEE") AND CREATING FINING/SUSPENSION PROCEDURES

WHEREAS, Plantation Club Association, Inc. ("Association") is the corporation charged with the operation, maintenance and management of Plantation Club A, B, C and D ("Condominium"); and

WHEREAS, Section 718.303(3), Florida Statutes, provides that the Association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the Association bylaws, or reasonable rules of the association. A fine may not become a lien against a unit. A fine may be levied by the board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided hereinbelow. However, the fine may not exceed $100 per violation, or $1,000 in the aggregate.; and:

WHEREAS, the Association, through the Board of Directors, is desirous of empowering the President ("President") to initiate the fining and/or suspension process by authorizing the issuance of required notices and otherwise administering the fining and suspension procedure; and

WHEREAS, the Association, through the Board of Directors, is also desirous of creating a Compliance Committee (the "Committee"), as contemplated by Section 718.303(3), Florida Statutes.

NOW, THEREFORE, it is hereby resolved as follows:

1. The above recitations are true and correct and are hereby incorporated into this Resolution.

2. The Committee shall consist of Three (3) Members. The initial/current members of the Committee are Giuseppe DiGiacinto, Leslie Dolan, Karen Borsoni w/alternate - Maria Berdadina. The Committee members shall serve at the pleasure of the Board of Directors. The Committee members may be removed or replaced on motion of the Board, documented in the minutes, without need for further resolution of the Board. The Committee members must be Unit Owners in the Condominium but may not be Board members nor officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The Board shall have the power to fill vacancies on the Committee and, at any time, remove any member of the Committee with or without cause. The Board shall also have the power to dissolve such Committee. The Committee shall, amongst itself, elect a Chair and a Vice-Chair. The sole purpose of the Committee will be to hear the evidence and to approve or disapprove of the fine proposed by the Board.

3. The President, in appropriate situations, shall initially address violations through the issuance of a "Notice of Violation," generally in the form attached to this Resolution as Exhibit "1." The President may confer with legal counsel in attending to this function, but shall be delegated the general authority and responsibility to provide initial notices of violations of the Condominium Documents (which shall include the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the Rules and Regulations), as well as violations of any policies,

resolutions or lawful orders of the Board of Directors, or applicable provisions of law; all of which shall be referred to in this Resolution as a violation of the Condominium Documents. The President may confer with legal counsel but shall be delegated the general authority to determine which violations shall be initially addressed through a warning letter first sent, and which such proceedings may be initiated without the provision of a prior warning through issuance of a Notice of Violation, referenced above. It shall generally be the policy of the Association to issue prior warnings to first time offenders for minor violations. It shall generally be the policy of the Association that where a person sought to be fined and/or suspended has violated the Condominium Documents in the past, or where the alleged violation is sufficiently serious, as determined by the President, fining/suspension procedure may be initiated without a prior warning/opportunity to cure.

4. Assuming that the Notice of Violation does not result in the resolution of an alleged violation to the satisfaction of the President, or in cases where no Notice of Violation is issued, the President, on behalf of the Board, shall be empowered with the authority to initiate the fining and/or suspension process by placing on the agenda for a regular or specially scheduled meeting of the Board of Directors the consideration of levying a fine and/or suspension.

5. If at the meeting of the Board of Directors, a majority of the Board votes to levy a fine and/or suspension, the Unit(s) and person(s) against whom the fine and/or suspension is levied shall be delivered written notice of the Board's action levying the fine and/or suspension. If the fine or suspension is for a non-monetary violation, the Unit(s) and person(s) against whom the fine and/or suspension is levied shall further be notified of a hearing before the Committee where the fine and/or suspension shall be considered by the Committee for confirmation or rejection of the fine and/or suspension. If the suspension is levied for a monetary violation, no Committee hearing is required and, therefore, the provisions of this Resolution pertaining to Committee meetings or actions shall be inapplicable. The written notice shall be in a form generally equivalent to the "Notice of Hearing" attached here to as Exhibit "2," and shall be delivered by certified mail, return receipt requested, with an additional copy by regular mail. E-Mail copies may also be sent as a courtesy copy but are not required. If the proposed fine or suspension is approved by the Committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The Association shall provide written notice of such fine or suspension by mail or hand delivery to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner. If the fine and/or suspension is not approved by the Committee, the fine and/or suspension shall not be imposed.

6. The Committee shall be empowered to conduct fining/suspension hearings. At least a majority of the Committee Members are required for a quorum of the Committee. Actions of the Committee shall be by vote of a majority of the Committee Members present. At said hearings, the Committee shall be empowered with the authority to either confirm or reject the fine and/or suspension levied by the Board. The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

7. If the Committee confirms the fine and/or suspension, it shall be deemed imposed upon Committee's confirmation of the fine and/or suspension as provided above and shall be deemed automatically imposed after the Committee's hearing. Once the fine and/or suspension is imposed, the Board of Directors shall deliver a "Notice of Imposition of Fine and/or Suspension" in a form generally equivalent to Exhibit "3" attached hereto.

8. The Committee hearing shall be held separately from the meeting of the Board and the Committee shall send the Board a "Report of Compliance Committee" ("Report") in a form generally equivalent to Exhibit "4" hereto. The Chair or Vice-Chair of the Committee shall be required to sign the Reports, which signature shall be presumed to represent the decision of the Committee.

9. A suspension pursuant to this provision shall apply to the use rights in all of the Common Elements, except that such suspension shall not apply to Limited Common Elements intended to be used by only the subject Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces or elevators. Suspensions may specifically (but without limitation) prohibit the use of specified amenities or Common Elements. Such suspensions shall be for a reasonable time, as determined by the Board in its levy of the suspensions, subject to confirmation by the Committee. This type of suspension is not related to the failure to pay monetary obligations.

10. The Board may delegate such other powers and duties to the President or to such other person as may be necessary or appropriate under the circumstances. The Board may adopt additional policies and procedures for the President or such other persons to follow, or to be utilized in connection with the fining/suspension process, as amended from time to time.

11. General compliance with this Resolution shall be sufficient, it being intended to be used as a guideline to ensure fairness in the fining/suspension process. It is the intention of this Resolution and its exhibits that persons sought to be fined and/or suspended are given a reasonable notice to be heard before the imposition of a fine and/or suspension of use rights. The President shall have the authority to disregard the provisions of this Resolution in circumstances where the alleged behavior of a person constitutes a violation of criminal law, or poses a threat to the health, peace, safety, or welfare of the residents of the Condominium, or in other circumstances where the Association believes such disregard is justified. Compliance with this Resolution and the imposition of fines or suspensions shall not be deemed a prerequisite to the initiation of legal proceedings or other remedies to enforce the Condominium Documents.

PLANTATION CLUB ASSOCIATION, INC.

BY: Toni Jungjan
President

Date: 8-5-2022

FREQUENTLY ASKED QUESTIONS and ANSWER SHEET

PLANTATION CLUB ASSOCIATION, INC.

- What are my voting rights in the Condominium Association? 1 of 200

The owner(s) of each Condo Unit has one (1) vote per Condo Unit.

- What restrictions exist in the Condominium Documents on my right to use my Unit?

No Owner shall be permitted to Lease their unit.

- What restrictions exist in the Condominium Documents on the leasing of my Unit?

Leasing is NOT allowed.

- How much are my assessments of the Condominium Association?

Call Management. Units are assessed by square foot.

- Are there any specific rules for Guests?

If an Owner is not in residence and invites guests to stay, he MUST notify the management office, in advance, with the name (s), telephone number, and length of stay of the guests. Guests can stay no longer than 30 days.

- Pets are allowed in the buildings. One dog per unit 20 lbs. or less.

- What are the Parking restrictions, if any?

All cars are to be parked "HEAD IN" parallel to the lines and wholly within the parking space lines. Unit Owners are responsible for instructing their guests to park their cars in "GUEST DESIGNATED" parking spaces. NO parking of commercial vehicles.

- Are there restrictions for auto maintenance?

Car washing is permitted

Auto repairs, except of an emergency nature, are PROHIBITED. No changing of oil or flushing of radiators is permitted.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERE TO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.

APPLICANT'S SIGNATURE _____