

IMPORTANT MATTERS
TO BE CONSIDERED IN ACQUIRING
A CONDOMINIUM UNIT

1. PURCHASERS WILL ACQUIRE FEE SIMPLE TITLE TO THEIR RESPECTIVE CONDOMINIUM UNITS.

2. THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. (Refer to pages 4-6 of Declaration of Condominium attached).

3. THE DEVELOPER (OR OTHER PERSON) HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. (Refer to pages 7-10 of Articles of Incorporation attached).

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RONOLA APARTMENTS CONDOMINIUM

BROWARD COUNTY, FLORIDA

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NAME AND LOCATION.

The condominium units offered for sale by this Prospectus for RONOLA APARTMENTS CONDOMINIUM and are located at 309 South Federal Highway and 22 Southeast 3rd Terrace, Dania, Florida, constructed in 1968 and 1969.

DESCRIPTION OF CONDOMINIUM PROPERTY.

The condominium consists of 38 units located within 4 two-story buildings. The East building, 22 S.E. 3rd Terrace, consists of 20 units. The main West building, 309 South Federal Highway, consists of 10 units and the two smaller buildings on each end of the main building contain four units each. All units have one bedroom and one bath except Units 23, 27, 32 and 36, which have two bedrooms and one bath. Each Unit has its own designated space in the asphalt parking area. Copies of the Survey and Plot Plan showing those portions of the condominium property which will be owned by unit owners and those owned by the Condominium Association appear as Exhibit A to the Declaration of Condominium.

SALE IN FEE SIMPLE.

Each purchaser will acquire fee simple title to their respective condominium unit. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE: however, the Developer has no present plan to lease condominium units rather than selling them. In the event a unit is being leased, any Purchase Agreement will contain in conspicuous type a statement that the unit will be transferred subject to a lease and will note the expiration date upon which lessee's interest thereon will terminate. Further, THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED in the manner provided in the Declaration of Condominium, pages 4 through 6 . (Refer to Exhibit I attached).

RECREATIONAL FACILITIES.

The recreational facilities are located on the condominium property. Included within these facilities is a heated 20.4' x 39.5' swimming pool varying in depth from 4' to 9' surrounded by a deck area of approximately 1500 square feet. This deck area includes furnishings which are valued at approximately \$300.00. Further, there is a barbecue in the southeast corner of the condominium property with a patio area of approximately 100 square feet. Moreover, there are two shuffleboard courts located in the northwest corner of the condominium property. Each court is of standard size, permitting use by as many as four people on each court and are also furnished with some shuffleboard equipment. These facilities will be immediately available upon purchase for unit owner use. There is also a 24.05' x 9.05' laundry and storage room which will be owned by the Condominium Association.

MAINTENANCE AND MANAGEMENT OF THE CONDOMINIUM.

Authority for maintenance and operation of the condominium property is vested in the Condominium Association and authority for management of the Condominium Association is vested in the unit owners. However, THE DEVELOPER (OR OTHER PERSON) HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

USE AND OCCUPANCY RESTRICTIONS.

Each of the condominium units hereby offered for sale may be occupied only by a single family to be used for residential purposes only. A number of additional

restrictions designed to preserve the character of the condominium have been incorporated in the Declaration of Condominium at Article XI (Exhibit I). These restrictions are summarized as follows:

1. No children under the age of fifteen (15) years shall be permitted to reside in any of the units except that such children may be permitted to visit and temporarily reside in a unit for a period not to exceed thirty (30) days in any calendar year, which period is non-cumulative.

2. No animals or pets of any kind may be kept by a unit owner or occupant of any of the units without written consent of the Association Board of Directors first had and obtained. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium property upon three days written notice to that effect from the Board.

3. Unit owners shall not permit or suffer anything to be done or kept in their units which will increase the rate of insurance or the insurance premiums on the condominium property, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise; nor shall the unit owners commit or permit any nuisance, immoral or illegal act in or about the condominium property.

4. Unit owners shall not cause anything to be hung, displayed or placed on the exterior walls, doors or windows of the building, including, but not limited to, clothes lines or similar devices, without the prior written consent of the Association Board of Directors.

5. Entire apartments may be rented provided the occupancy is only by the lessee and his family and provided that the lease is for a minimum of six (6) months and provided, further, that said lessee has obtained prior written approval from the Association Board of Directors pursuant to the provisions of Article XII of the Declaration of Condominium (Exhibit I).

6. In addition, the Association Board of Directors has the right and power to pass reasonable rules and regulations concerning the use of the condominium property, which rules and regulations are binding upon all condominium residents.

UTILITIES AND OTHER SERVICES.

The utilities for the condominium property and recreation area will be furnished as follows:

Sewer and water service:	City of Dania, Florida
Garbage pickup:	Abbey Sanitation Corporation
Electricity:	Florida Power & Light
Telephone service:	Southern Bell
Storm drainage:	City of Dania, Florida

APPORTIONMENT OF COMMON EXPENSES AND OWNERSHIP OF COMMON ELEMENTS.

The percentage of ownership of Common Elements and apportionment of expenses (located in the Declaration of Condominium, Exhibit I) was determined by having each unit pay an equal share of the Common Expenses, which will equal 1/38th (approximately 2.63%) of the Common Expenses.

ESTIMATED OPERATING BUDGET AND SCHEDULE OF UNIT OWNER'S EXPENSES.

There is attached hereto as Exhibit "II" and "III" an Estimated Operating Budget and Schedule of Unit Owner's Monthly and Annual Assessments effective August 20, 1979, which cover an estimated minimum period of twelve months.

ESTIMATED CLOSING COSTS.

In accordance with the Purchase Agreement (attached hereto as Exhibit "IV"), the purchaser agrees to pay, in addition to the contract price for the unit, the following:

A. The cost of "extras", if any, which the purchaser may have ordered at the time of the execution of the Purchase Agreement, less any previously agreed upon credits; plus

B. The cost of Florida documentary stamps required to be affixed to the deed, calculated at the rate of \$.40 per \$100.00, or fraction thereof, on the purchase price stated in the Purchase Agreement; plus

C. A charge equal to the costs imposed by the Clerk of the Circuit Court of Broward County, Florida, for recording the deed, which cost, at the time of this printing is \$7.60; plus

D. Purchaser's own mortgage closing costs; plus

E. A prorata share of the real property taxes for the year in which the transaction is closed and a prorata portion of the monthly assessment on purchaser's unit for the month in which closing occurs; plus

F. Any attorney's fees that the purchaser might incur to an attorney; plus

G. Developer will provide a title insurance policy at his expense.

INFORMATION CONCERNING DEVELOPER.

The Developers are Mr. and Mrs. Warren F. Pickering, who have been the owners of Ronola Apartments since 1963. They have not been involved in the developing of any other condominiums. The Developers address is 609 Southwest Golf Drive, Boynton Beach, Florida 33435.

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Return: Robert S. Moran, P.A.
P.O. Box 640
Boynton Beach, Fla. 33435
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Fla. St. .40
Sales Tax
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DECLARATION OF CONDOMINIUM

OF

RONOLA APARTMENTS CONDOMINIUM

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Warren F. Pickering and Viola A. Pickering, his wife, (hereinafter referred to as "Developer") as the owners in fee simple of the "Land", as hereinafter defined, hereby makes the Declaration of Condominium of Ronola Apartments Condominium (the "Declaration") to be recorded amongst the Public Records of Broward County, Florida, where the land is located and states and declares:

I SUBMISSION STATEMENT

Developer is the owner of record of the "Condominium Property" hereinafter described and does hereby submit the same to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, 1976 (the "Act"). This is a "conversion condominium" as contemplated by Section 718.402 of the Act.

II NAME

The name by which the condominium created hereby (the "Condominium") and the Condominium Property are to be identified is:

RONOLA APARTMENTS CONDOMINIUM

III CONDOMINIUM LAND

The legal description of the Condominium Land (the "Land") is described in Exhibit "A", which is attached hereto and made a part hereof, which is a survey of the Condominium Land containing an identification of each unit by numbers and a graphic description of the improvements, including the improvements in which the units are located.

IV DEFINITIONS

The terms contained in this Declaration shall have the meanings as set forth in the Act, and for clarification the following terms have the following meanings:

- A. "Ronola Apartments Condominium" is the name given to the multi-family residential development which is becoming a condominium through conversion of existing improvements located at 309 South Federal Highway, Dania, Broward County, Florida.
- B. "Developer" means Warren F. Pickering and Viola A. Pickering, his wife, their successors and assigns.
- C. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976.
- D. "Condominium Documents" means in the aggregate this Declaration, "Articles", "By-Laws", all as hereinafter defined and all of the instruments and documents referred to therein and executed in connection with the Condominium.
- E. "Declaration" means this document.
- F. "Unit" means as set forth in the Act, and is that portion of the Condominium Property which is subject to exclusive ownership.
- G. "Unit Owner" means unit owner as set forth in the Act and is the owners of a Unit.
- H. "Common Expenses" means expenses for which the Unit Owners are liable to the "Association", as hereinafter defined, as set forth in various sections of the Act and in the Condominium Documents and includes:

(a) operation, maintenance, repair or replacement of the "Common Elements"

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BOYNTON BEACH, FL 33435

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as hereinafter defined, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and

(b) any other expenses designated as Common Expenses from time to time by the Board of Directors of the Association.

I. "Condominium Property" means the land described in the legal description in Exhibit A and all improvements thereon, including the Units, the Common Elements and all easement and rights appurtenant thereto which are intended for use in connection with the Condominium.

J. "Common Elements" means the portion of the Condominium Property, including the Land, not included in the Units.

K. "Assessment" means a share of funds required for the payment of Common Expenses which from time to time is assessed against a Unit Owner.

L. "Association" means Ronola Apartments Condominium Association, Inc., a Florida corporation not-for-profit, organized to administer the Condominium, having as its members the Unit Owners.

M. "Articles" and "By-Laws" means the Articles of Incorporation and By-Laws of the Association.

N. "Board" means the Board of Directors of the Association.

V UNDIVIDED SHARES IN COMMON ELEMENTS

A. Each Unit shall have as an appurtenance thereto a 1/38th (approximately 2.63%) undivided share of the Common Elements.

B. Each Unit shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property of this Condominium in accordance with the Condominium Documents.

VI SHARES IN COMMON EXPENSES AND OWNING COMMON SURPLUS

The Common Expenses shall be shared and the "Common Surplus" (as that term is defined in the Act) shall be owned in proportion to each Unit Owner's percentage of ownership of the Common Elements as set forth in Section V above of this Declaration.

VII VOTING RIGHTS OF UNIT OWNERS

A. The owner or owners, collectively, of the fee simple title of record of each Unit shall be entitled to membership in the Association as provided in the Condominium Documents and are entitled to one vote per Unit in the Association as to the matters on which a vote by Unit Owners is taken as provided under the Condominium Documents and the Act.

B. The vote of the owners of any Unit owned by more than one person, a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of such Unit and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate similarly signed and filed. If such a certificate is not on file, the vote associated with a Unit where such a certificate is required shall not be considered in determining the requirement for a quorum nor for any other purpose.

VIII PURPOSE OF THE ASSOCIATION

A. The Association shall be the condominium association responsible for the operation of the Condominium Property pursuant to this Declaration. Each Unit Owner shall be a member of the Association as provided in the Condominium Documents. Copies of the Articles and By-Laws of the Association are attached hereto as Exhibits B and C, respectively, and are made a part hereof.

B. The Association, a Florida corporation not-for-profit, is responsible for the operation of the Condominium and is organized to maintain, operate and manage the Condominium and own, operate, lease, sell, trade and otherwise deal with the

Condominium and improvements located therein, all in accordance with the Condominium Documents.

IX EASEMENTS

Developer declares that the Association and the Unit Owners shall have the right to use and enjoy the driveways, roadways, walks and other rights-of-way comprising a portion of the Common Elements within the Condominium, for ingress, egress and pedestrian and vehicular traffic to and from all parts of the Condominium, to and from public ways and dedicated streets; for the furnishing of any and all utilities services; and for the purpose of providing access for governmental services. The association is duly authorized to execute such instruments as may be required to utilize the easements described in this section.

X PROVISIONS FOR APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

A. In the event that any taxing authority having jurisdiction over this Condominium shall levy or assess any tax or special assessment against this Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Unit and its appurtenant undivided interest in Common Elements, as now provided by law, then such new tax shall be paid as a Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included wherever possible in the estimated annual budget of the Association, or shall be separately levied and collected as a special assessment by the Association against all of the owners of all Units. Each Unit Owner shall be assessed by and shall pay to the Association a percentage of any new tax equal to that Unit Owner's percentage interest in the Common Elements. In the event that any new tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such new tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Unit and its appurtenant undivided interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of the new tax had been separately levied by the taxing authority upon each Unit and its appurtenant undivided interest in Common Elements.

B. All personal property taxes levied or assessed against personal property owned by the Association and all Federal and State income taxes levied and assessed against the Association shall be paid by said Association and shall be included as a Common Expense in the annual budget of the Association.

XI OCCUPANCY AND USE RESTRICTIONS

A. The Unit shall be used for single-family residences only. No separate part of a Unit may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purpose. No Unit may be sublet without the approval of the Board nor for a term of less than six (6) months. No children under the age of fifteen (15) shall be permitted to reside in any of the Units, except that children under the age of fifteen (15) may be permitted to visit and temporarily reside in any of the Units for a period of time not to exceed a total of thirty (30) days per calendar year; provided, however, that this thirty (30) day period may be extended by special permission of the Board, in its sole discretion, upon written application of a Unit Owner.

B. A Unit Owner shall 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 interfere with the rights of other Unit Owners or the Association; or annoy other Unit Owners by unreasonable noises or otherwise, nor shall any Unit Owner commit or permit to be committed any nuisance, immoral or illegal act in his Unit, on the Common Elements or on any portion of the Condominium Property.

C. A Unit Owner shall not display any sign, advertisement or notice of any type on the Common Elements or in or upon his Unit and shall erect no exterior antenna or aerials upon any portion or part of his Unit, the Common Elements, or other portions of Ronola Apartments Condominium.

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D. Except as provided under the rules and regulations promulgated by the Association from time to time, a Unit Owner shall not keep any pet in his Unit, nor keep any other animals, livestock or poultry nor may any of the same be raised, bred or kept upon any portion of the Condominium Property. No clothesline or other similar device shall be allowed in any portion of the Condominium Property. No trailer, boat, van, camper, truck or other commercial vehicle shall be permitted on any portion of the Condominium Property except for trucks delivering goods or furnishing services.

E. The Association may, from time to time, promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Unit Owners.

XIII SALES, LEASES, MORTGAGES AND CONVEYANCES

In order to assure a community of congenial and responsible Unit Owners and to protect the value of the Units, the sale, leasing, and mortgaging of Units shall be subject to the following provisions until the Declaration is terminated in accordance with the provisions herein or elsewhere contained, or until this Article of the Declaration is amended in the manner herein provided:

A. Sale or Lease

No Unit Owner may convey, transfer or dispose of his Unit or any interest therein by sale, lease or otherwise (except to the spouse or parents of such Unit Owner) without approval of the Board, which approval shall be obtained in the following manner:

1. Notice to Association. Each and every time a Unit Owner intends to make a sale or lease of his Unit or any interest therein, he (the "Offeror") shall give written notice to the Association of such intention (the "Notice") together with the name and address of the intended purchaser or lessee, the terms of such purchase or lease, and such other information as the Association may reasonably require on forms supplied by the Association (the "Offering"). The giving of such Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser or lessee produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

2. Association's Election. Within thirty (30) days after receipt of the Notice, the Association by its Board shall either approve the Offering ("Approval") or furnish to the Offeror by written notice (the "Substitution Notice") the name and address of a purchaser or lessee approved by the Association to accept the Offering (the "Substituted Purchaser or Lessee").

(a) The Approval shall be in writing in recordable form signed by any two (2) members of the Board (hereinafter referred to in this Declaration as the "Certificate of Approval") and it shall be delivered to the Offeror and the proposed purchaser or lessee named in the Offering. Failure of the Board to grant Approval or to furnish a Substituted Purchaser or Lessee within thirty (30) days after the Notice is given shall constitute approval of the Offering, and the Association shall be required to prepare and deliver the Certificate of Approval to the Offeror and the purchaser or lessee of the Offeror named in the Offering.

(b) In the event the Association furnishes the Offeror the Substitution Notice, the Offeror shall be deemed to have made the Offering to the Substituted Purchaser or Lessee; provided, however, that the Substituted Purchaser or Lessee shall have not less than thirty (30) days subsequent to the date of the Substitution Notice to consummate the sale of the Offeror's Unit. Offeror shall be obligated to consummate the Offering with the Substituted Purchaser or Lessee upon terms no less favorable than the terms stated in the Offering, and the Offeror shall not be relieved of such obligation except upon the written consent of the Association and the Substituted Purchaser or Lessee. Upon closing with the Substituted Purchaser or Lessee, the Association shall deliver its Certificate of Approval.

B. Mortgages

No Unit Owner may mortgage his Unit or any interest therein without the approval of the Association, except to (i) a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or (ii) a Federal or State Savings and Loan Association or commercial bank doing business in the State of Florida or (iii) a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida. Hereinafter, such above-described mortgagee shall be included in the term "Approved Mortgagee", but shall be more specifically referred to as "Approved Institutional Mortgagee". Where a mortgage given by one of the above-described Approved Institutional Mortgagees fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall, nevertheless, for the purposes of this Declaration and Exhibits annexed, be deemed to be a first mortgage. The approval or disapproval of any other mortgagee is within the sole discretion of the Board. Notwithstanding the foregoing, as part of the sale of a Unit, the former Unit Owner may take back a purchase money mortgage, and such purchase money mortgagee shall be an Approved Mortgagee. Except as otherwise set forth herein, the term "Approved Mortgagee", as used herein, means any mortgagee approved by the Association.

C. Acquisition by Gift, Devise, or Inheritance

1. Any person who has obtained a Unit by gift, devise, inheritance, or by any other method not heretofore considered (except for the spouse, parents or children of the immediately previous Unit Owner of such Unit) shall give to the Association notice thereof together with such information concerning the person (s) obtaining such Unit as may be reasonably required by the Association and a certified copy of the instrument by which such Unit was obtained. If such notice is not given to the Association, then at any time after receiving knowledge thereof, the Association shall proceed in accordance with the following paragraph two (2), as if it had been given such notice on the date of receipt of such knowledge.

2. Within thirty (30) days after receipt of the aforementioned notice or knowledge, the Association by its Board shall have the right either to approve or disapprove of such transfer of title. Approval of the Association shall be by Certificate of Approval and shall be delivered to the person who has obtained such title. In the event the Board fails to take any action pursuant to this subparagraph within such thirty (30) day period, such failure to act shall be deemed to constitute such approval and the Board shall deliver the Certificate of Approval to the person who has obtained such title. In the event the Board disapproves such transfer of title, the Board shall advise in writing, within such thirty (30) day period, the person who has obtained such title of a purchaser or purchasers who will purchase the respective Unit at its fair market value. The fair market value of the Unit will be determined by any one of the following methods: (a) by three (3) M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title, and one by the two appraisers so selected; (b) by mutual agreement by the purchaser and the person holding title; or (c) by one M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Association has a purchaser for the respective Unit, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Unit in accordance with the terms of this Declaration.

3. In the event the purchaser furnished by the Association pursuant to the Sub-paragraph immediately preceding shall default in his obligation to purchase such Unit, then the Association shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver the Certificate of Approval.

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D. Rights of Approved Mortgagee in Event of Foreclosure

Upon becoming the owner of a Unit through foreclosure or by deed in lieu of foreclosure, an Approved Mortgagee holding a mortgage on a Unit, or whomsoever shall acquire title to a Unit as the result of a foreclosure sale for the benefit of such Approved Mortgagee, shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Unit, including the fee ownership thereof, without prior offer to or approval by the Board, and the provisions of Paragraphs A, B and C of this Article XII shall not apply to such persons.

XIII PROVISIONS RELATING TO MAINTENANCE AND REPAIRS

A. By Unit Owners

1. Each Unit Owner shall maintain in good condition, repair and replace at his expense all portions of his Unit including all interior surfaces within or surrounding his Unit such as the surfaces of the walls, ceilings and floors (it being specifically understood that the exterior portion of the Unit is a Common Element) and the fixtures therein including the air conditioning equipment. Each Unit Owner shall pay for any utilities which are separately metered to his Unit. Each Unit Owner must perform promptly all maintenance and repair work within his Unit, as aforesaid, which if not performed would affect the Condominium Property or a Unit belonging to another Unit Owner. Each Unit Owner shall be expressly liable for any damages which arise due to his failure to perform the above-described maintenance, repair or replacement. Each Unit shall be maintained and repaired in accordance with the building plans and specifications utilized by the Developer, copies of which shall be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration.

2. No Unit Owner shall make any alterations in or on any portion of the Buildings or the Common Elements which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do anything which shall or may jeopardize or impair the safety or soundness of the Buildings or the Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Buildings without obtaining the prior written consent of the Board.

3. No Unit Owner shall paint, refurbish, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the Buildings maintained by the Association, including doors, windows, etc., or install any exterior lighting fixtures, mail boxes, screen doors, awnings, hardware or similar items which are not consistent with the general architecture of the Buildings maintained by the Association without first obtaining specific written approval of the Board. The Board shall not give such approval if in its opinion the effect of any of the items mentioned herein will be unsightly as to the exterior or interior of the Building maintained by the Association.

4. Each Unit Owner shall promptly report to the Association or its agents any defect or need for repair on the Condominium Property for which the Association has the responsibility of maintenance and repair.

5. Each Unit Owner shall have repairs to any plumbing or electrical wiring within his Unit made by licensed plumbers or electricians authorized to do such work by the Board. The provisions as to the use of an authorized plumber or electrician shall not be applicable to the Developer. Plumbing and electrical repairs within a Unit shall be paid for and shall be the financial obligation of the Unit Owner.

6. Each Unit Owner shall permit any officer of the Association or any agent of the Board to have access to each Unit from time to time during reasonable hours as may be necessary for making emergency repairs therein which are necessary to prevent damage to the Common Elements or to another Unit or Units.

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3. In connection with Assessments, the Association shall have all of the powers, rights, privileges and legal remedies provided for by the Act, specifically including a lien upon each Unit for any unpaid Assessment and interest thereon owed by the Unit Owner of such Unit, together with reasonable attorneys' fees incurred by the Association prior to any litigation and at all trial and appellate levels which are incident to the collection of such Assessments or the enforcement of such lien. Assessments and installment thereon not paid when due shall bear interest from the date when due until paid at the highest per annum rate permitted by law.

4. It is specifically acknowledged that the provisions of Section 718.116 (6) of the Act are applicable to this Condominium, and further, in the event an Approved Institutional Mortgagee (as defined in Paragraph B of Article XII herein) acquires title to a Unit by a deed in lieu of foreclosure, such mortgagee, its successors and assigns shall not be liable for accrued Assessments or Common Expenses which became due prior to such acquisition of title, unless such accrued Assessment is secured by a claim of lien for Assessments that is recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure. Assessments that are not secured by a claim of lien recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure shall be cancelled as to such Unit, effective with the passage of title to such mortgagee.

5. No lien for Assessments under the Act or under the Condominium Documents shall be effective until recorded in the Public Records of Broward County, Florida.

XV LIABILITY INSURANCE PROVISIONS

The Board shall obtain liability insurance with such coverage and in such amounts as it may determine from time to time in order to provide liability insurance coverage for the Common Elements. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Unit Owner as a part of the Common Expenses. Said insurance shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. Each Unit Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Unit.

XVI PROVISIONS RELATING TO CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

A. Each Unit Owner shall be responsible for the purchase of casualty insurance for all of his personal property. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for the Condominium Property including Fire and Extended Coverage, Vandalism, Malicious Mischief and, if available, flood insurance sponsored by the Federal Government, all of which shall insure all of the insurable improvements on or within the Condominium Property, including personal property owned by the Association, in an amount equal to the maximum insurable replacement value as determined annually by the Board. The Association may, to the extent possible and not inconsistent with the foregoing, obtain one policy to insure all of the insurable improvements within the Condominium operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as part of the Common Expenses. The company (or companies) with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible and authorized to do business in the State of Florida. The "Lead Approved Institutional Mortgagee", as that term is hereinafter defined, shall have the right 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. The Association shall have the right to designate a trustee ("the Insurance Trustee") and thereafter, from time to time, shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee, provided such Insurance Trustee shall be acceptable to the Lead Approved Institutional Mortgagee. The term "Lead Approved Institutional Mortgagee" shall mean the Approved Institutional Mortgagee holding the first recorded mortgage encumbering a Unit, and at such time as the aforesaid Approved Institutional Mortgagee is not the holder of a mortgage on a Unit, then the Approved Institutional Mortgagee having the highest total dollar indebtedness on all Units in the Condominium shall be the Lead Approved Institutional Mortgagee. In the absence of the action of said mortgagee, the Association shall have said right without qualification.

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B. All such policies shall be deposited with the Insurance Trustee upon its written acknowledgment 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 the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds.

C. No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Unit Owners and/or their respective mortgagees.

D. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Unit Owners and Approved Mortgagees under the following terms:

1. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Units alone, without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Unit Owners of the Units damaged and their respective Approved Mortgagees, if any, as their interests may appear and it shall be the duty of these Unit Owners to use such proceeds to effect necessary repairs to their own Unit. The Insurance Trustee may rely upon the written statement of the Association as to whether or not there has been a loss to the Units along or Common Elements, or both.

2. In the event that a loss of Five Thousand (\$5,000.00) Dollars or less, as determined by detailed estimates or bids for repair and reconstruction obtained by the Board, occurs to improvements within one or more Units and to improvements within Common Elements contiguous thereto, or to improvement within the Common Elements alone, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will promptly cause the necessary repairs to be made to the improvements within the Common Elements and within the damaged Units. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements, but insufficient to repair all of the damage within the Units, the proceeds shall be applied first to completely repair the improvements within the Common Elements and the balance of the funds ("Balance") shall be apportioned by the Association to repair the damage to the improvements within the Units, which apportionment shall be made to each Unit in accordance the the proportion of damage sustained to improvements within said Units as estimated by the insurance company whose policy covers such damages. Any deficiency between the Balance apportioned to a damaged Unit and the cost of repair of such damaged Unit shall be paid by a special assessment payment to the Association by the Unit Owner of such damaged Unit.

3. In the event the Insurance Trustee received proceeds in excess of Five Thousand (\$5,000.00) Dollars as a result of damages to the improvements within the Common Elements or Units and Common Elements that are contiguous, then the Insurance Trustee shall hold in trust all insurance proceeds received with respect to such damage together with any and all other funds paid, as hereinafter provided in part (c) of this subparagraph 3, and shall distribute such funds as follows:

- (a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.
- (b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in part (c) of this subparagraph, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver

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paid bills and waivers of Mechanics' Liens to the Insurance Trustee and execute affidavits required by law, the Association, any Approved Institutional Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or other reasonable terms under the circumstances and said contractor shall post a performance and payment bond. The Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

- (c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Units contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a special Assessment against all of the Unit Owners to obtain any necessary funds to repair and to restore such damaged improvements. Such Assessment need not be uniform as to all Units and shall take into account that damage may have occurred in but one Building. Such Assessment may be in accordance with such factors as the Board shall consider to be fair and equitable under the circumstances. Upon the determination by the Board of the amount of such special Assessment, the Board shall immediately levy such Assessment against the respective Units setting forth the date or dates of payment of the same, and any and all funds received from the Unit Owners pursuant to such Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 3(b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged Condominium Property and the insurance proceeds exceeds the sum of Twenty-Five Thousand (\$25,000.00) Dollars and three-fourths (3/4) of the Unit Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into the shares described in Article V of this Declaration and shall promptly pay each share of such proceeds to the Unit Owners and Approved Mortgagees of record as their interests may appear (an "Insurance Proceeds Distribution"). In making such distribution to the Unit Owners and the Approved Mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Unit Owners and their respective Approved Mortgagees.

4. In the event that after the completion of and payment for the repair and reconstruction of the damage to the Condominium Property, and after the payment of the Insurance Trustee's fee with respect thereto, any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement, and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Unit Owners in proportion with their contributions by way of special Assessment.

5. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any special Assessment, sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or special Assessment to the payment of its loan. Any provision contained herein for the benefit of any Approved Mortgagee may be enforced by an Approved Mortgagee.

6. Any repair, rebuilding, or reconstruction of damaged Condominium Property shall be substantially in accordance with the architectural plans and

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specifications for (i) the originally constructed Condominium Property, (ii) reconstructed Condominium Property or (iii) new plans and specifications approved by the Board; provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of previously constructed Condominium Property shall require approval of the Lead Approved Institutional Mortgagee.

7. The Board shall determine, in its sole and absolute discretion, whether damage or loss occurs to improvements within Units alone or to improvements within Common Elements and Units contiguous thereto.

XVII PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION

A. The space within any of the Units and Common Elements shall not be further subdivided, and any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the Unit, shall be deemed to describe the entire Unit owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

B. The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration.

XVIII PROVISIONS RELATING TO SEVERABILITY

If any provision of this Declaration, the other Condominium Documents or the Act is held invalid, the validity of the remainder of this Declaration, the Condominium Documents or of the Act shall not be affected.

XIX PROVISIONS RELATING TO INTERPRETATION

A. Article, Paragraph and subparagraph titles in this Declaration are intended only for convenience and for ease of reference and in no way do such titles define, limit or in any way affect this Declaration or the meaning or the contents of any material contained herein.

B. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular, and the singular shall include the plural.

C. As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the Association as a member.

D. In the event any Court should hereafter determine any provision as originally drafted herein in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this 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.

XX PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Unit Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, any Unit Owner or any Approved Mortgagee holding a mortgage encumbering any Unit to either sue for injunctive relief, for damages, or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees at all trial and appellate levels as may be awarded by the Court.

XXI PROVISIONS FOR ALTERATIONS
OF UNITS BY DEVELOPER

A. Developer reserves the right to alter the interior design and arrangement of all Units and to alter the boundaries between the Units as long as Developer owns the Units so altered (which alterations in Developer's Units are hereinafter referred to as the "Alterations").

B. Any Alteration which increases the number of Units or alters the boundaries of the Common Elements (other than the interior of walls abutting Units owned by Developer) shall require an amendment of this Declaration in the manner herein provided, which amendment shall, if appropriate, adjust the shares of the Common Elements, Common Expenses and Common Surplus. In the event that such amendment does not adjust the shares of the Common Elements, Common Expenses or Common Surplus, such amendment need be signed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, or lienors or mortgagees of the Apartments, whether or not such approvals are elsewhere required for an amendment of this Declaration.

XXII PROVISIONS FOR AMENDMENTS TO DECLARATION

A. Except as to the matters described in Paragraphs B, C, D, E and F of this Article XXII, this Declaration may be amended at any regular or special meeting of the Unit Owners called and held in accordance with the By-Laws by the Affirmative vote of not less than two-thirds (2/3) of the Unit Owners, provided that any amendment shall be approved or ratified by a majority of the Board as a whole. An amendment to the Declaration shall be evidenced by a certificate executed by the Association and recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Association to the Developer and to all Approved Mortgagees (the "Mailing"). The amendment shall become effective upon the recording of the certificate amongst the Public Records of Broward County, Florida, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30) day period is waived in writing by Developer and all Approved Mortgagees.

B. No amendment of the Declaration shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, change the proportion or percentage by which each Unit Owner shares the Common Expenses and owns the Common Surplus, or change the Unit's voting rights in the Association, unless all of the record owners of such Unit and all record owners of liens on the Unit join in the execution of the amendment. The said amendment shall be voted on at a special meeting of the affected Unit Owner or Unit Owners and shall be evidenced by a certificate joined in and executed by such Unit Owner or Unit Owners and all Approved Mortgagees holding mortgages thereon and recorded in the same manner as provided in Paragraph A of this Article XXII.

C. Whenever it shall appear to the Board that there is a defect, error or omission in the Declaration or other documentation required by law to establish this Condominium, the Association, through its Board, shall immediately call for a special meeting of the Unit Owners to consider amending the Declaration or other documents in accordance with Section 718.304 of the Act. Upon the affirmative vote of one-third (1/3) of the Unit Owners, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent pursuant to the Mailing. The amendment shall become effective upon the recording of the certificate amongst the Public Records of Broward County, Florida, but the certificate shall not be recorded until thirty (30) day period is waived in writing by Developer and all Approved Institutional Mortgagees.

D. No amendment shall be adopted which shall impair or prejudice the rights or priorities of the Developer, the Association or any Approved Institutional Mortgagee under this Declaration and the other Condominium Documents without the specific written approval of the Developer, the Association, or any Approved Institutional Mortgagee affected thereby.

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E. The Articles and By-Laws shall be amended as provided in such documents.

F. The Developer may amend this Declaration in order to reflect an adjustment to the percentage interest in Common Elements, Common Expenses and ownership of Common Surplus. This amendment shall be signed by the Developer alone and shall be furnished to each Unit Owner as soon after recording thereof amongst the Public Records of Broward County, Florida as is practicable. The amendment shall contain reference to this Declaration and shall set forth the percentage interest in Common Elements of each Unit in the Condominium; provided that no Unit shall have its percentage of Common Elements adjusted by an increase or decrease of more than .02.

XXIII PROVISIONS SETTING FORTH THE RIGHT OF DEVELOPER
TO TRANSACT BUSINESS AND TO SELL OR LEASE UNITS
OWNED BY IT FREE OF RESTRICTIONS SET FORTH IN
ARTICLE XII

A. The provisions, restrictions, terms and conditions of Article XII hereof shall not apply to Developer as a Unit Owner, and in the event and so long as Developer shall own any Unit, whether by reacquisition or otherwise, Developer shall have the absolute right to lease, sell, convey, transfer, mortgage or encumber in any way any such Unit upon any terms and conditions as it shall deem to be in its own best interests.

B. Developer reserves and shall have the right to enter into and transact on the Condominium Property any business necessary to consummate the sale, lease or encumbrance of Units in the Condominium, including the right to maintain models and a sales office, place signs, employ sales personnel, use the Common Elements, and show Units. Any such models, sales office, signs and any other items pertaining to such sales efforts shall not be considered a part of the Common Elements and shall remain the property of the Developer. This Article XXIII may not be suspended, superseded or modified in any manner by any amendment to the Declaration unless such amendment is consented to in writing by Developer. The right of use and transaction of business as set forth herein and the provisions of Paragraph A of this Article may be assigned in writing by the Developer in whole or in part.

XXIV PROVISIONS RELATING TO ASSOCIATION
ACQUIRING INTERESTS AND ENTERING
INTO AGREEMENTS AND COVENANTS

The Association has the right to enter into agreements and covenants on behalf of the Unit Owners as contemplated by Section 718.114 of the Act.

XXV PROVISIONS RELATING TO TERMINATION

A. Because the Condominium is part of the development known as Ronola Apartments Condominium, each Unit Owner, his grantees, successors and assigns, hereby consents and covenants and agrees to comply with any rights and obligations with respect thereto provided in the Condominium Documents, including any and all easement rights declared and granted hereunder to other Unit Owners and the affirmative covenant to pay their proportionate share of the expenses of the Association, which covenants and agreements shall be covenants running with the Condominium Property and shall not end upon any termination of the Condominium, but shall continue and shall be enforceable as provided in Paragraph D of this Article XXV.

B. In the event the Condominium is terminated in accordance with and pursuant to the provisions of this Declaration, or if such provisions shall not apply for any reason pursuant to law, the Developer declares, and all Unit Owners by taking title to a Unit covenant and agree, that the documents providing for such termination shall require (i) that any improvements upon what now comprises the Condominium Property be for residential use only and shall contain residential dwelling units of a number not in excess of the number of Units in the Condominium.

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C. Subject to the provisions of Paragraph B above, this Declaration may be terminated by the affirmative written consent of eighty (80%) percent of the Unit Owners and the written consent of all Approved Mortgagees encumbering Units in the Condominium; provided, however, that the Board consents to such termination by a vote of three-fourths (3/4) of the entire Board taken at a special meeting called for that purpose and provided further that the members of the Association consent to such termination by a vote of three-fourths (3/4) of all of the members taken at a special meeting of the members called for that purpose.

D. In the event of the termination of the Condominium, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Unit Owners, pro rata, in accordance with the percentage share of each Unit Owner in the Common Elements as provided in this Declaration; and any and all lien rights provided for in this Declaration or elsewhere shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective undivided shares of the Unit Owners thereof as tenants in common.

IN WITNESS WHEREOF, Mr. and Mrs. Warren F. Pickering, have caused these presents to be signed in their names this 3rd day of December, 1979.

WITNESSES:

Warren F. Pickering
WARREN F. PICKERING
Viola A. Pickering
VIOLA A. PICKERING

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared WARREN F. PICKERING and VIOLA A. PICKERING, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of December, 1979.

Kay Ketter
NOTARY PUBLIC, State of Florida
My Commission Expires 01-17-80
KAY KETTER
NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires December 31, 1979

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EXHIBIT A

R. P. LEGG & ASSOCIATES, INC.

LAND SURVEYORS



P. O. BOX 8188
8120 PASADENA BOULEVARD . PEMBROKE PINES. FLORIDA 33024
TELEPHONE: 987-4216

ROBERT P. LEGG. PLS.

JAMES N. STRING. PLS.

July 6, 1979

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
) SS: RONOLA APARTMENTS CONDOMINIUM
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared ROBERT P. LEGG, who after first being duly cautioned and sworn, deposed and says as follows:

1. That he is a duly registered land surveyor under the laws of the State of Florida, being Surveyor No. 2972.
2. Affiant hereby certifies the the Declaration of Condominium of RONOLA APARTMENTS CONDOMINIUM together with the exhibits attached thereto, constitute a correct representation of the improvements located upon the real property described therein, and that there can be determined therefrom the identification, location, dimension and size of the common elements, and of each Condominium Unit therein.

FURTHER AFFIANT SAYETH NAUGHT.

Robert P. Legg
Robert P. Legg
Professional Land Surveyor
State of Florida Registration No. 2972

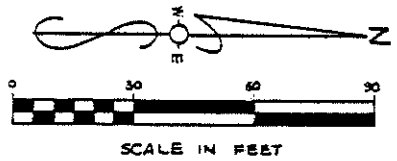
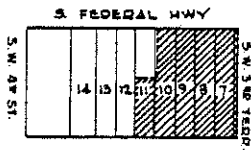
SWORN TO AND SUBSCRIBED before me
this 6th day of July, 1979, A.D.

[Signature]
Notary Public State of Florida at Large

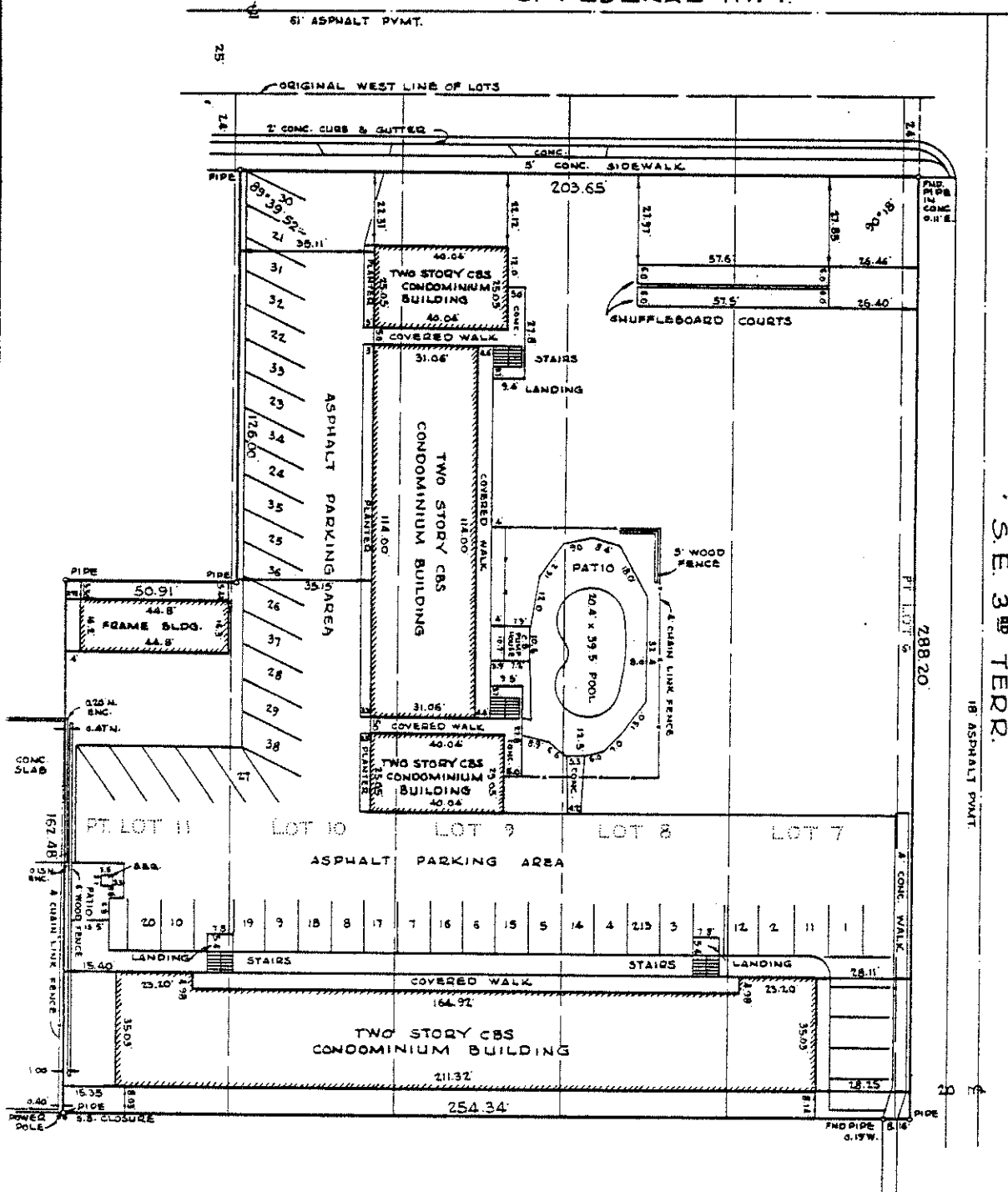
My Commission Expires: 2-9-80

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**SURVEY FOR
RONOLA APARTMENTS CONDOMINIUM**



S. FEDERAL HWY.

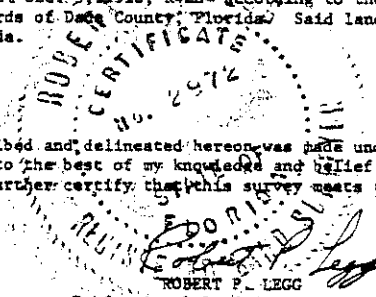


DESCRIPTION:

The South 5.0 feet of Lot 6 and all of Lots 7, 8, and 9, Lot 10, less the South 1.0 feet of the West 150.0 feet thereof, all the above subject to road right-of-way over the West 24.0 feet, together with Lot 11, less the West 150.0 feet thereof of "LARSEN'S SUBDIVISION OF THE W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SEC. 3, T51S, R42E $\frac{1}{2}$ according to the Plat thereof as recorded in Plat Book 1, Page 105 of the Public Records of Dade County, Florida. Said lands situate, lying and being in the City of Dania, Broward County, Florida.

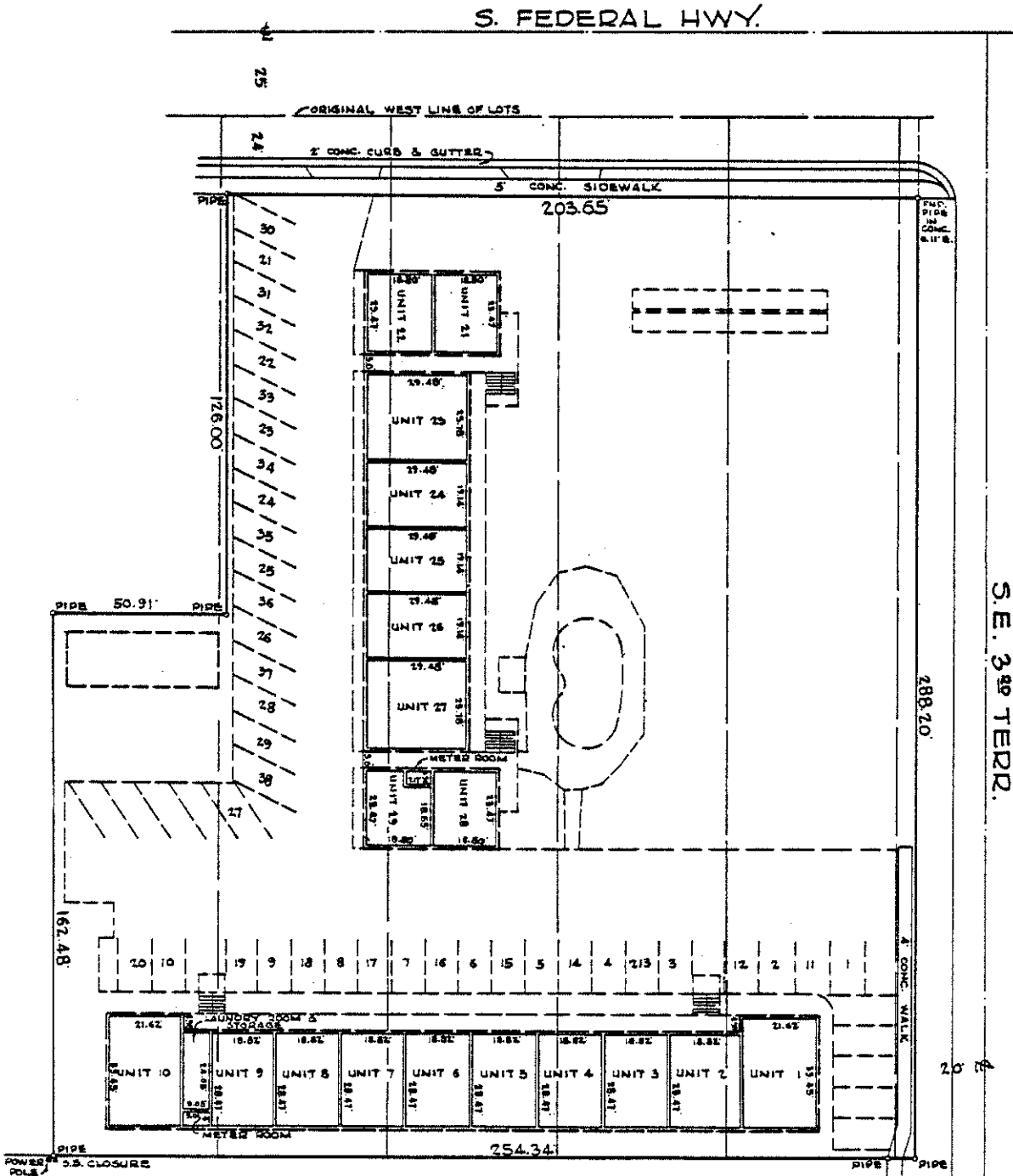
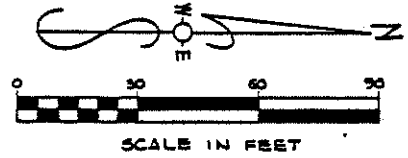
SURVEYOR'S CERTIFICATE:

I hereby certify that a recent survey of the property described and delineated hereon was made under my responsible direction and supervision and it is true and correct to the best of my knowledge and belief. There are no above ground encroachments unless otherwise noted. I further certify that this survey meets the minimum requirements as adopted by the F.S.P.L.S. and the F.L.T.A.
Dated this 30th day of April, 1979, A.D.



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LOCATION OF COMMON ELEMENTS
AND CONDOMINIUM UNITS 1-10 & 21-29
RONOLA APARTMENTS CONDOMINIUM

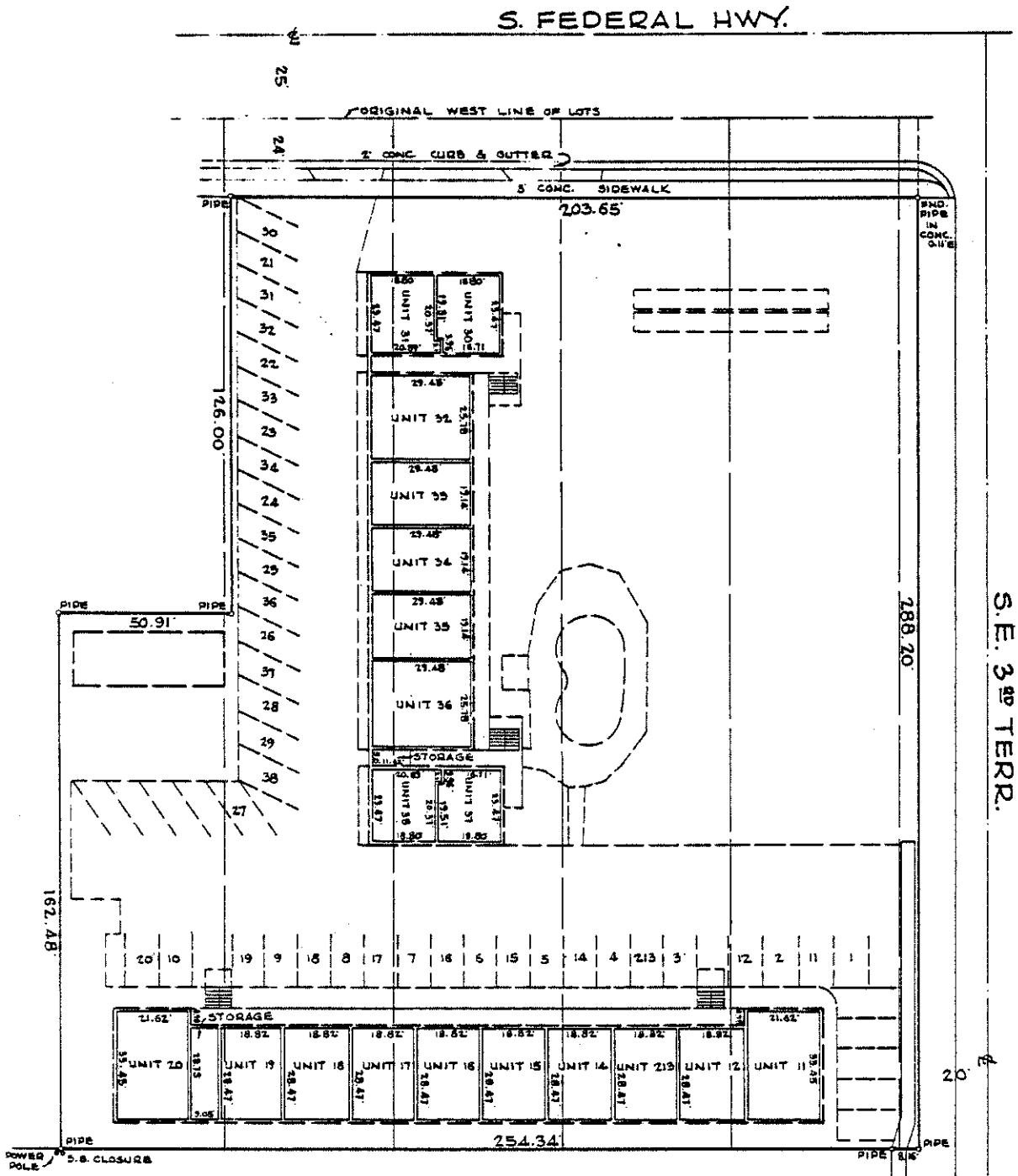
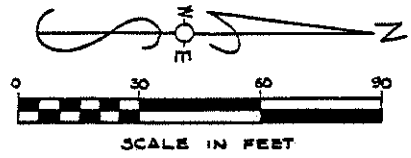


NOTES:

1. Each Condominium Unit consists of the space bounded by a vertical projection of the Condominium Unit boundary lines shown and by the horizontal planes at the floor and ceiling elevations noted below.
2. The elevation of the floor and ceiling are based on National Geodetic Vertical Datum of 1929, and are expressed in feet.
The floor elevation of the Condominium Units 1 through 10 is 10.47 feet.
The floor elevation of the Condominium Units 21 through 29 is 11.46 feet.
The ceiling elevation of the Condominium Units 1 through 10 is 18.57 feet.
The ceiling elevation of the Condominium Units 21 through 29 is 19.59 feet.
3. The floor elevation of the Condominium Units 1 through 10 is 10.47 feet.
The floor elevation of the Condominium Units 21 through 29 is 11.46 feet.
The ceiling elevation of the Condominium Units 1 through 10 is 18.57 feet.
The ceiling elevation of the Condominium Units 21 through 29 is 19.59 feet.

4. All interior angles of the Condominium Units are 90°.
5. Legend: except where otherwise noted.
 ————— Boundary of Condominium Units.
 - - - - - Indicates Common Elements.
6. Parking spaces are limited common elements and are appurtenant to the Condominium Unit having the same identifying number.
7. All exterior walls are 0.79 feet, all interior walls are 0.69 feet.
8. The storage areas are limited common elements and are appurtenant to the Condominium Unit having the same identifying number.

LOCATION OF COMMON ELEMENTS
AND CONDOMINIUM UNITS 11, 12, 213, 14-20 & 30-38
RONOLA APARTMENTS CONDOMINIUM



NOTES:

1. Each Condominium Unit consists of the space bounded by a vertical projection of the Condominium Unit boundary lines shown and by the horizontal planes at the floor and ceiling elevations noted below.
2. The elevation of the floor and ceiling are based on National Geodetic Vertical Datum of 1929, and are expressed in feet.
 - 3. The floor elevation of the Condominium Units 11 through 20 is 19.26 feet.
 - The floor elevation of the Condominium Units 30 through 38 is 20.22 feet.
 - The ceiling elevation of the Condominium Units 11 through 20 is 27.34 feet.
 - The ceiling elevation of the Condominium Units 30 through 38 is 28.24 feet.
4. All interior angles of the Condominium Units are 90°.
5. Legend: except where otherwise noted.
 - Boundary of Condominium Units.
 - - - - - Indicates Common Elements.
6. Parking spaces are limited common elements and are appurtenant to the Condominium Unit having the same identifying number.
7. All exterior walls are 0.79 feet, all interior walls are 0.86 feet.
8. The storage areas are limited common elements and are appurtenant to the Condominium Unit having the same identifying number.

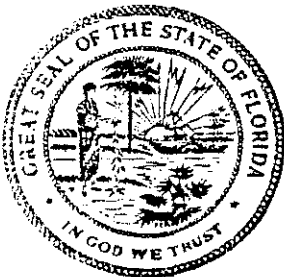
State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of RONOLA APARTMENTS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on December 7, 1979, as shown by the records of this office.

The charter number for this corporation is 750102.



CER 101 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
11th day of December, 1979

George Firestone
Secretary of State

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ARTICLES OF INCORPORATION
OF
RONOLA APARTMENTS CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

FILED
DEC 7 9 28 AM '79
SECRETARY OF STATE
MIAMI, FLORIDA

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" shall have the meaning set forth in the Condominium Act, Chapter 718, Florida Statutes, and for clarification the following terms will have the following meanings:

1. Ronola Apartments Condominium means the residential apartments planned for conversion to a condominium (the "Condominium") upon portions of Section 3, Township 51 South, Range 42 East, Dania, Broward County, Florida.
2. "Developer" means Mr. & Mrs. Warren F. Pickering, their successors and assigns.
3. "Act" means the Condominium Act, Chapter 718, Florida Statutes.
4. "Condominium Documents" means in the aggregate the "Declaration", "Articles", "By-Laws", and all of the instruments and documents referred to therein and executed in connection with the Condominium.
5. "Declaration" means the document by which the land and improvements of the Condominium are submitted to condominium ownership by the Developer in accordance with the Act.
6. "Unit" means unit as set forth in the Act, and is that portion of the "Condominium Property" which is subject to exclusive ownership and includes each and every Unit in each and every part.

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7. "Unit Owner" means unit owner as set forth in the Act and is the owner of a Unit and a percentage of the common elements.

8. "Common Expenses" means expenses for which the Unit Owners are liable to the "Association" (as hereinafter defined) as set forth in various sections of the Act and in the Condominium Documents and includes those expenses described as "Common Expenses" in the Declaration, "common expenses" as set forth and described in the Act.

9. "Condominium Property" means the land submitted to condominium ownership by the Declaration, all improvements thereon, including the Units, the "Common Elements" (as hereinafter defined) and all easements and rights appurtenant thereto which are intended for use in connection with the Condominium.

10. "Common Elements" means the portion of the Condominium Property not included in the Units.

11. "Assessment" means a share of funds required for the payment of Common Expenses which from time to time is assessed against a Unit Owner.

12. "Association" means Ronola Apartments Condominium Association, Inc., a Florida corporation not-for-profit, organized pursuant hereto to administer the Condominium.

13. "Articles" means these Articles of Incorporation of the Association.

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

15. "Member" means a member of the Association.

16. "Board" means Board of Directors of the Association.

17. "Director" means a member of the Board.

ARTICLE I

NAME

The name of this Association shall be Ronola Apartments Condominium Association, Inc., whose present address is:

22 S.E. 3rd Terrace
Dania, Florida 33004

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ARTICLE II
PLAN OF DEVELOPMENT
AND
PURPOSE OF ASSOCIATION

A. Statement of the Plan of Development

1. Developer is the owner in fee simple of certain land described as a portion of Section 3, Township 51 South, Range 42 East, Dania, Broward County, Florida, more particularly described in Exhibit A to the Declaration (the "Land"). Developer intends to convert the residential apartment buildings (the "Buildings") and certain other improvements upon the land to condominium ownership as a "conversion condominium" pursuant to Section 718.402 of the Act.

2. It is intended that certain easements shall be established in the Declaration across, over, under and upon the Condominium Property so as to provide to all Members of the Association certain means of ingress, egress, use and other purposes with respect to such property.

B. Purpose of Association

The purpose for which this Association is organized is to maintain, operate and manage Ronola Apartments Condominium and to operate, lease, trade, sell and otherwise deal with the personal and real property thereof.

ARTICLE III

POWERS

A. The Association shall have the following powers which shall 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 the Condominium Documents or the Act.

2. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to, the following:

(a) to make, establish and enforce reasonable rules and regulations governing the Condominium and the use of the Units, Common Elements and Condominium Property;

(b) to make, levy, collect and enforce Assessments against Unit Owners to provide funds to pay for the expenses of the Association, the mainten-

ance, operation and management of the Condominium in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

(c) to maintain, repair, replace and operate the Condominium Property in accordance with the Condominium Documents and the Act;

(d) To reconstruct improvements of the Condominium Property in the event of casualty or other loss;

(e) to enforce by legal means the provisions of the Condominium Documents;

(f) to employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association.

ARTICLE IV

MEMBERS

A. The qualifications of Members, the manner of their admission to membership in the Association ("Membership"), the manner of the termination of such Membership, and voting by Members shall be as follows:

1. Until such time as Ronola Apartments is submitted to condominium ownership by the recordation of its Declaration, the Membership of this Association shall be comprised solely of the subscribers ("Subscriber Members") to these Articles; and, in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one vote on all matters requiring a vote of the Membership.

2. Once Ronola Apartments Condominium is established by the recordation of its Declaration, the Subscriber Members' rights and interests shall be automatically terminated and the Unit Owners within Ronola Apartments Condominium, which shall mean in the first instance the Developer as the owner of the Units, shall be entitled to exercise all of the rights and privileges of Members.

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3. Membership in the Association shall be established by the acquisition of ownership of fee title to a Unit in any part of the Condominium as evidenced by the recording of an instrument of conveyance amongst the Public Records of Broward County, Florida, whereupon, the Membership of the prior Unit Owner thereof, if any, shall terminate as to that Unit. Where title to a Unit is acquired by conveyance from a party other than the Developer in the case of sale, acquisition, inheritance, devise, judicial decree or otherwise, the person or persons thereby acquiring such Unit shall not be a Member unless or until such acquisition is in compliance with the Declaration. New Members shall deliver a true copy of the deed or other instrument of acquisition of title to the Association.

4. No Member may assign, hypothecate or transfer in any manner his Membership or his share in the funds and assets of the Association except as an appurtenance to his Unit.

5. With respect to voting, the following provisions shall prevail: (a) each Unit shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the Declaration and By-Laws, and (b) if there is more than one (1) owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person, such owners collectively shall be entitled to only one (1) vote in the manner determined by the Declaration.

6. The Members shall elect the Board in the manner provided in Article IX of these Articles.

ARTICLE V

TERM

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

ARTICLE VI

SUBSCRIBERS

The names and residences of the Subscribers to these Articles are as follows:

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<u>NAME</u>	<u>ADDRESS</u>
Warren F. Pickering	609 S.W. Golf Drive Boynton Beach, FL 33435
Viola A. Pickering	609 S.W. Golf Drive Boynton Beach, FL 33435
James J. Moran	640 E. Ocean Ave., Suite 15 Boynton Beach, FL 33435

ARTICLE VII

OFFICERS

A. The affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a Treasurer, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Warren F. Pickering
Vice President	Viola A. Pickering
Secretary	Viola A. Pickering
Treasurer	Warren F. Pickering

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ARTICLE IX
BOARD OF DIRECTORS

A. The number of Directors on the first Board (the "First Board") and the "Initial Elected Board", as hereinafter defined, shall be three (3). The number of Directors elected subsequent to the Initial Elected Board, shall be as provided in Paragraph 1 of this Article IX.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Warren F. Pickering	609 S.W. Golf Drive Boynton Beach, FL 33435
Viola A. Pickering	609 S.W. Golf Drive Boynton Beach, FL 33435
James J. Moran	640 E. Ocean Ave., Suite 15 Boynton Beach, FL 33435

The Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Unit Owners other than the Developer ("Purchaser Members") shall be entitled to elect one-third (1/3) of the Board at such time as thirteen (13) Units have been conveyed by the Developer to Purchaser-Members. The election shall take place at a special meeting of the Membership to be called by the Board for such purpose (the "Initial Election Meeting"). The Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph D of this Article IX, the Initial Elected Board shall serve until the next "Annual Members' Meeting" (as described in Section 3.2 of the By-Laws), whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board.

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D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur, and for the purposes of this Paragraph D, the term "Total Units" shall mean 38 Units.

1. Three (3) years after sales by Developer of fifty (50%) percent of the Total Units have been closed, all of which are to be operated by the Association, which closings shall be evidenced by the recording of instruments of conveyance amongst the Public Records of Broward County, Florida, to each of such Purchaser Members; or

2. Three (3) months after sales by Developer of ninety (90) percent of the Total Units have been closed, which closings shall be evidenced by the recording of instruments of conveyance amongst the Public Records of Broward County, Florida, to each of such Purchaser Members; or

3. When all of the Total Units have been converted (as evidenced by the issuance of a certificate of occupancy for all of same) and some have been sold and none of the others are being offered for sale by Developer in the ordinary course of business; or

4. When some of the Total Units have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a special meeting of the Membership to be called by the Board for such purpose (the "Majority Election Meeting").

F. At the Majority Election Meeting, Purchaser Members shall elect two (2) of the Directors and the Developer, until the "Developer's Resignation Event" (as that term is described in Paragraph 1 of this Article IX) shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraph F above, at each subsequent Annual Members Meeting, until the Annual Members Meeting following the Developer's Resignation Event.

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H. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within sixty (60) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of meeting shall be forwarded to all Members in accordance with the By-Laws; provided, however, that the Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

I. Upon the earlier to occur of the following events ("Developer's Resignation Event"), the Developer shall cause all of its designated Directors to resign:

1. When the Developer no longer holds any Unit for sale in the ordinary course of business; or

2. Developer causes the voluntary resignation of all of the Directors designated by it.

Upon the Developer's Resignation Event, the Directors elected by Purchaser Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified.

J. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, all of the Directors shall be elected by the Members.

K. The resignation of a Director who has been elected or designated by the Developer and the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board shall remise, release, acquit, satisfy, and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, execution, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal rep-

representative, successor, heir or assign or the Association or Purchaser Members hereafter can, shall or may have against said officer or Director, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation.

ARTICLE X
INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XI
BY-LAWS

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

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ARTICLE XII

AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records of Broward County, Florida, these Articles may be amended only by an instrument in writing signed by all of the Subscribers to these Articles and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall indentify the particular Article or Articles being amended, give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of any such Declaration.

B. After the recording of the Declaration amongst the Public Records of Broward County, Florida, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be first passed by either the Board or the Membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the Membership must be by a vote of two-thirds (2/3) of the Members present at a meeting of the Membership at which a quorum is present and approval by the Board must be by two-thirds (2/3) of the Directors present at any meeting of the Directors at which a quorum is present.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and recorded amongst the Public Records of Broward County, Florida.

E. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent therefor by Developer.

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CERTIFICATE DESIGNATING RESIDENT AGENT


James J. Moran, whose street address of the office, place of business, or location for service of process within this state is 640 East Ocean Avenue, Suite 16, Boynton Beach, Florida, is hereby appointed the initial resident agent of this Association. To reflect his acceptance of the office of initial resident agent, he has executed these Articles at this part.


JAMES J. MORAN

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared JAMES J. MORAN who, after being first duly sworn, stated on oath that he executed the within and foregoing Articles of Incorporation as resident agent of the corporation.

WITNESS my hand and official seal at the aforesaid State and County, this 3rd day of December, 1979.


NOTARY PUBLIC, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 11, 1983
Bonded By American Fire & Casualty Company

IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures, this 3rd day of December, 1979.

Warren F. Pickering
WARREN F. PICKERING

Viola A. Pickering
VIOLA A. PICKERING

James J. Moran
JAMES J. MORAN

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared WARREN F. PICKERING, VIOLA A. PICKERING and JAMES J. MORAN, to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the Subscribers have hereunder affixed their signatures, this 3rd day of December, 1979.

Paula M. Mahoney
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 11, 1983
Bonded by American Fire & Casualty Company

B Y - L A W S

OF

RONOLA APARTMENTS CONDOMINIUM ASSOCIATION

Section 1, Identification of Association

These are the By-Laws of RONOLA APARTMENTS CONDOMINIUM ASSOCIATION, INC., ("Association"), as duly adopted by its Board of Directors. The Association is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering the condominium property located within the development known as "The Ronola Apartments Condominium" (the "Condominium").

1.1 The office of the Association shall be for the present at Ronola Apartments Condominium, 22 S. E. 3rd Terrace, Dania, Florida 33004, and thereafter may be located at any place designated by the Board of Directors (the "Board").

2.2 The fiscal year of the Association shall be the calendar year.

3.3 The seal of the corporation shall bear the name of the corporation, the word "Florida" and the words "Corporation Not-For-profit".

Section 2. Definitions

All terms shall have the meaning set forth in the Condominium Act, Chapter 718, Florida Statutes, 1976 and for clarification the following terms have the following meanings:

1. "Ronola Apartments Condominium" means the residential planned for conversion to a condominium upon portions of Section 3, Township 51 South, Range 42 East, Dania, Broward County, Florida.

2. "Developer" means Mr. & Mrs. Warren F. Pickering, their successors and assigns.

3. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976.

4. "Condominium Documents" means in the aggregate the "Declaration", "Articles", these "By-Laws", and all of the instruments and documents referred to therein and executed in connection with the Condominium.

5. "Declaration" means the document by which the land and improvements of the Condominium are submitted to condominium ownership by the Developer in accordance with the Act.

6. "Unit" means unit as set forth in the Act, and is that portion of the "Condominium Property" (as hereinafter defined) which is subject to exclusive ownership and includes each and every Unit in each and every part of the Condominium.

7. "Unit Owner" means the owner as set forth in the Act and is the owner of a Unit and a percentage of the "Common Elements".

8. "Common Expenses" means expenses for which the Unit Owners are liable to the Association as set forth in various sections of the Act and in the Condominium Documents and includes those expenses described as "Common Expenses" in the Declaration and the "common expenses" as set forth and described in the Act.

9. "Condominium Property" means the land being submitted to condominium ownership by the Declaration, all improvements thereon, including the Units, the "Common Elements" (as hereinafter defined) and all easements and rights appurtenant thereto, which are intended for use in connection with the Condominium.

10. "Common Elements" means the portion of the Condominium Property not included in the Units.

11. "Assessment" means a share of funds required for the payment of Common Expenses which from time to time is assessed against a Unit Owner.

12. "Association" means Ronola Apartments Condominium Association, Inc., a Florida corporation not-for-profit.

13. "Articles" means the Articles of Incorporation of the Association.

14. "By-Laws" means these By-Laws of the Association.

15. "Member" means a member of the Association.

16. "Board" means Board of Directors of the Association.

17. "Director" means a member of the Board.

Section 3. Membership, Members' Meetings; Voting and Proxies

3.1 The qualification of Members, the manner of their admission to Membership and the termination of such Membership shall be as set forth in Article IV of the Articles.

3.2 The Members shall meet annually at the office of the Association at 8:30 o'clock P.M., local time, on the second Monday in the month of January of each year (the "Annual Members' Meeting") commencing with the year 1980; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Monday which is not a legal holiday. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.

3.3 Special meetings of the Membership shall be held at any place within the State of Florida whenever called by the President or Vice-President or by a majority of the Board. A special meeting must be called by such President or Vice-President upon receipt of a written request from one-third (1/3) of the entire Membership.

3.4 A written notice of all meetings of Members (whether the Annual Members' Meeting or special meetings) shall be given to each Member at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. The notice shall state the time and place of the meeting of Members to take place within the State of Florida and the object for which the meeting is called. The notice shall be signed by an officer of the Association. Further, notice of all meetings of Members shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) days prior to the meeting. If a meeting of the Membership, either Annual or special, is one which by express provision of the Act or Condominium Documents there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provision of this Section 3.4, then the aforesaid express provision shall govern. Any provisions herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting or by the person entitled to vote pursuant to the certificate described in Article VII.B. of the Declaration ("Member by Certificate") which waiver shall be in writing and shall set forth the waiver of written notice.

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3.5 The Membership may, at the discretion of the Board, act by written agreement in lieu of a meeting, provided written notice of the matter or matters to be agreed upon is given to the Membership at the addresses and within the time periods set forth in Section 3.4 herein or duly waived in accordance with such Section. The decision of the majority of the Membership (as evidenced by written response to be solicited in the notice) shall be binding on the Membership provided a quorum of the Membership submits a response. The notice shall set forth a time period during which time a response must be made by a Member or Member by Certificate.

3.6 A quorum of Membership shall consist of persons entitled to cast a majority of the votes of the entire Membership. A Member may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if the question is one upon which, by express provisions of the Act or the Condominium Documents, requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of the Membership cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8 Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.9 Voting rights of Members shall be as stated in the Declaration and the Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in the Member's place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. A Proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.10 At any time prior to a vote upon any matter at a meeting of the Membership, any Member may demand the use of a secret written ballot for the voting on such matter. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

Section 4. Board of Directors; Directors' Meetings

4.1 The form of administration of the Association shall be by a board of not less than three (3) directors (the "Board of Directors" or "Board").

4.2 The provisions of the Articles setting forth the selection, designation, election and removal of Directors are hereby incorporated herein by reference.

4.3 Subject to the Developer's rights as set forth in the Articles and as set forth in Section 4.5 (c) below, vacancies on the Board shall be filled by person(s) selected by the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Meeting and shall serve for the term prescribed in Section 4.4 of these By-Laws.

4.4 The term of each Director's service shall extend until the next Annual Members' Meeting and thereafter, until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided herein.

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4.5 (a) A Director elected by the "Purchaser Members", as that term is defined in the Articles and as provided in the Articles, may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Purchaser Members at a special meeting of the Purchaser Members for any reason deemed by the Purchaser Members to be in the best interests of the Association. A meeting of Purchaser Members to so remove a Director elected by them shall be held, subject to the notice provisions of Section 3.4 hereof, upon the written request of ten (10) percent of the Purchaser Members. However, before any Director is removed from office, he shall be notified in writing at least two (2) days prior to the meeting at which the motion will be made that a motion to remove him will be made, and such Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal.

(b) Purchaser Members shall elect, at a special meeting or at the Annual Members' Meeting, persons to fill vacancies on the Board caused by the removal of a Director elected by Purchaser Members, in accordance with Section 4.5 (a) above.

(c) A Director designated by the Developer as provided in the Articles may be removed only by the Developer in its sole discretion and without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy on the Board as to a Director designated by it, and the Developer shall notify the Board as to any such removal or vacancy and the name of the successor Director and of the commencement date for the term of such successor Director.

4.6 The organizational meeting of the newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the Annual Members' Meeting at which they were elected. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

4.7 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.8 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property at least forth-eight (48) hours in advance for the attention of Members. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided otherwise in the Declaration, Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

4.10 The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11 Directors' fees, if any, shall be determined by the majority of the Membership.

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4.12 Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times.

4.13 Meetings of the Board shall be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Member shall not be entitled to participate in the meeting, but shall only be entitled to act as an observer. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meeting or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person has been specifically invited by the Directors to participate in such meeting.

Section 5. Powers and Duties of the Board of Directors

All of the powers and duties of the Association, including those existing under the Act and the Condominium Documents shall be exercised by the Board. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Act and the Condominium Documents and shall include, but not be limited to, all powers and duties set forth in the Condominium Documents not inconsistent with the Act, and shall include, but not be limited to, the following:

5.1 Making and collecting Assessments against Members to defray the costs of Common Expenses and making Assessments against certain Members at the discretion of the Board. These Assessments shall be collected by the Association through payments made directly to it by the Members as set forth in the Declaration.

5.2 Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

5.3 Maintaining, repairing and operating the Condominium Property.

5.4 Reconstructing improvements after casualties and losses and making further authorized improvements on the Condominium Property.

5.5 Making and amending rules and regulations with respect to the use of the Condominium Property.

5.6 Approving or disapproving proposed purchasers, lessees, mortgagees of Units and those acquiring Units by gift, devise, inheritance or other transfers in accordance with the provisions set forth in the Declaration.

5.7 Enforcing by legal means the provisions of the Condominium Documents and the applicable provisions of the Act.

5.8 Entering into agreements and contracts for the maintenance and care of the Condominium Property including the power to delegate to third parties pursuant to such contracts all powers and duties of the Association with respect to the provision of care and maintenance of such property except where approval of the Membership is specifically required by the Condominium Documents.

5.9 Paying taxes and assessments which are or may become liens against the Common Elements, Units owned by the Association, if any, and assessing the same against Units which are or may become subject to such liens.

5.10 Purchasing and carrying insurance for the protection of Unit Owners and the Association against casualty and liability for the Condominium Property.

5.11 Paying costs of all power, water, sewer and other utilities services rendered to the Condominium and not billed directly to owners of individual Units.

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5.12 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

Section 6. Officers of the Association

6.1 Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 The President, who shall be a Director shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a condominium association including, but not limited to, the power to appoint committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. He shall preside at all meetings of the Board.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", etc. and shall exercise the powers and perform the duties of the Presidency in such order.

6.4 The Secretary shall cause to be kept the minutes of all meetings of the Board and the Membership, which minutes shall be kept in a businesslike manner and shall be available for inspections by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

6.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall otherwise assist the Treasurer.

6.6 The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the Condominium.

Section 7. Accounting Records; Fiscal Management

7.1 The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by Members or their authorized representatives at reasonable times. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be supplied at least annually to the Members or their authorized representatives. Such records shall include (a) a record of all receipts and expenditures; (b) an account for each Unit which shall designate the name and address of the Unit

PL 8892 PAGE 506

Owner, the amount of each Assessment charged to the Unit, the amounts and due dates for each Assessment, the amounts paid upon the account and the balance due; and (c) an account indicating the Common Expenses allocated under the "Budget", as that term is defined in the Declaration, and the Common Expenses actually incurred during the course of the fiscal year.

7.2 (a) The Board shall adopt a Budget for the Common Expenses of the Association for each forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose during the first two (2) weeks of November of every calendar year. Prior to the Budget Meeting a proposed budget shall be prepared by or on behalf of the Board and shall include, but not be limited to, the following items, if applicable:

- (i) Administration
- (ii) Insurance
- (iii) Utilities
- (iv) Services
- (v) Supplies, Materials, Uniforms and Cleaning
- (vi) Legal, Accounting and other Professional Fees
- (vii) Maintenance
- (viii) Miscellaneous
- (ix) Reserves, if any.
- (x) Contracts
- (xi) Federal and State Payroll Taxes
- (xii) Workman's Compensation Insurance

Copies of the proposed budget prepared prior to the Budget Meeting and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's last known address as reflected on the books and records of the Association on or before thirty (30) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Membership.

(b) The Board may include in any such proposed budget a sum of money as an Assessment for the making of betterments to the Condominium Property or for the establishment of reserves for repair or replacement of the Condominium Property either annually or from time to time as the Board shall determine the same to be necessary. This sum of money so fixed may then be levied upon the Members by the Board as a special Assessment and shall be considered an "Excluded Expense" under Section 7.3(a) hereof.

(c) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a prorata basis any expenses which are prepaid in any one calendar year for Common Expenses which cover more than a calendar year; (iv) Assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all unpaid operating expenses previously incurred; (v) Common Expenses incurred in a calendar year shall be charged against income for the same calendar year, regardless of when the bill for such Common Expenses is received. Notwithstanding the foregoing, "Annual Assessments" (as defined in the Declaration), shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform to generally accepted accounting standards and principles.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

(e) An audit of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report of such audit shall be furnished to each Member not later than the first day of March of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at the last known address shown on the books and records of the Association.

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7.3 (a) Should the Budget adopted by the Board at the Budget Meeting require Assessments against all the Membership of an amount which is less than 115% of such Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Assessments required to meet the Budget exceed 115% of such Assessments for the Membership for the preceding year (the "Excess Assessment"), then the provisions of Subsections 7.3(b), (c) and (d) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses (the "Excluded Expenses") as follows:

(i) Reasonable reserves for repair or replacement of any portion of the Condominium Property;

(ii) Expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and

(iii) Assessments for betterments to the Condominium Property.

(b) Should the Excess Assessment be adopted by the Board prior to the "Majority Election Meeting", as defined in the Articles, then a special meeting of the Membership shall be called by the Board which shall be held within twenty (20) days after the Budget Meeting upon written notice to each Member sent not less than ten (10) days prior to such special meeting. At said special meeting the Excess Assessment shall be presented for approval by the Membership. If, at said special meeting of the Membership, a majority of the Members shall approve the Excess Assessment, then the Budget adopted by the Board shall be the final Budget. If, at said special meeting of the Membership, a majority of the Members shall not approve the Excess Assessment, then the Board shall reconvene at a special meeting so as to reduce the items of anticipated expenses in the Budget, other than the Excluded Expenses, in an amount necessary so that the Budget adopted by the Board will not contain an amount for an Excess Assessment.

(c) Should the Excess Assessment be adopted by the Board after the Majority Election Meeting, then upon written application requesting a special meeting signed by ten (10%) percent or more of the Members and delivered to the Board within twenty (20) days after the Budget Meeting, the Board shall call a special meeting to be held upon not less than ten (10) days' written notice to each Member, but within thirty (30) days of the delivery of such application to the Board. At said special meeting, the Members may consider and enact a revision of the Budget. The enactment of a revision of the Budget shall require approval of not less than two-thirds (2/3) of the Members. If a revised Budget is enacted at said special meeting, then the revised Budget shall be the final Budget, or if a revised Budget is not enacted at the special meeting, then the Budget originally adopted by the Board shall be the final Budget. If no written application is delivered as provided herein, then the Budget originally adopted by the Board shall be the final Budget.

(d) No Board shall be required to anticipate revenue from assessments or expend funds to pay for Common Expenses not included in the Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than income from assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a special assessment to be levied by the Board as otherwise provided in the Declaration.

7.4 Allocation of Common Expenses, Rent and Determination of Annual Assessment

(a) The Budget constitutes an estimate of the expenses of the Association. Subsequent to the periods of time when assessments are guaranteed by the Developer and which are defined as the "Interim Assessment Period" and the "Guarantee Period" this estimate of the expenses of the Association shall be multiplied by the percentage share in Common Expense assigned to each Unit and the resultant sum, shall constitute the "Annual Assessment" for such Unit.

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RONALA APARTMENTS-STATEMENT OF CONVERSION CONDITIONS

May 21, 1979

Page Two

3. The wrought iron hand railing on the stairs need brushing and painting.
4. Exterior roof hatch needs to be rebuilt.
5. Some of the plumber boots on the vent stack system need replacement.
6. The A/C units are rusting and require cleaning and painting.
7. Some of the A/C coolant lines need replacement of the insulation.
8. There is an area of roof patching on the north side of the 18 unit building that has never been regravelled and the turned up edge should be sealed as it is not under the drip strip.
9. Some condensate pipe lead outs through the roof need repitching.
10. Some conduit lead-ups supporting the electrical disconnect box are completely rusted out and will need replacement.

The pitch pans for the disconnect boxes should be repitched where necessary.

Some of the air conditioning units are not secured to the sleepers, these should be correctly attached.

11. At the southeast corner of the 20 unit building there is evidence of a roof patch, this should have the mastic reworked which has dried out and is showing small holes and cracks.
12. On the eastern most valley of the 20 unit building the upper portion does not appear to be sealed down tight to the valley. Also adjacent to this valley is a piece of loose drip strip, it should be worked into the roofing system rather than applied on the surface.
13. On the 20 unit building there is an exposed reinforcing bar on the north railing of the north stairs. This should be cleaned and covered.

RONALA APARTMENTS-STATEMENT OF CONVERSION CONDITIONS

May 21, 1979

Page Three

14. There is a $\frac{1}{2}$ " blow off line provided for a water heater that is not turned onto the ground. This should have the elbow and nipple installed.
15. The meter room door needs replacement on the 20 unit building and there was no exterior step provided.
16. In the meter room the form boards should be removed, and the wall should be patched at the ground entry for the electric conduit.
17. There is a newly mounted 4" roof drain on the wall of the 20 unit building, it is unsupported and should be clamped to the wall.

There is some damage adjacent to the scuttle hole of the 20 unit building. The ceiling therefore needs repaired.

18. On the 20 unit building the TV mast is run through the roof without a pitch pan. A pitch pan should be installed.

At approximately the 1/3 point of the south side of the 20 unit building there is a ribbon of allegatoring where the gravel has not adequately covered the built-up roof. This should be reworked and graveled.

19. The roof hatch needs resealing.
20. Some closets have been wired with an extra light that is noncomplying to the electrical code. This light should either be removed or rewired correctly.

Some awning windows protrude into passage spaces too far, stops should be installed to prevent this.

21. Some sleepers on the roof require repitching as they are totally exposed to weather.
22. There are moderate amounts of debris on the roof that should be removed.

With the exceptions noted above corrected, the building and appurtenances will in our opinion conform to the applicable South Florida Building Code requirements.

RONALA APARTMENTS-STATEMENT OF CONVERSION CONDITIONS


May 21, 1979

Page Four

As a routine matter, in order to avoid possible misunderstandings nothing in this report should be construed, directly or indirectly as a guarantee for any portion of the structure or associated items. In our opinion this report represents an accurate appraisal of the present condition of the buildings based on careful evaluation of observed conditions to the extent that is reasonably possible.

Prepared and submitted by:

SHELDON & LAVRICH, INC.



WILLIAM R. SHELDON, P.E.
Florida Registration 109208

clb

SHELDON & LAVRICH, INC.

CONSULTING ENGINEERS

400 S. DIXIE HIGHWAY · HALLANDALE, FLORIDA 33009 · PHONE (305) 454-1738
WILLIAM R. SHELDON P.E. DANIEL L. LAVRICH P.E.

•INSPECTION REPORT•

JOB NUMBER: 79069

INSPECTION DATE: 4-12-79

NAME OF CLIENT: Pickering

JOB ADDRESS: Ronala Apartments 309 S Federal Hwy - Dania, FL

PURPOSE OF INSPECTION: _____

OBSERVATIONS:

20 Unit Building Interior Inspection

Apartment #18 - OK	Apartment # 5 - OK
Apartment #17 - OK	Apartment # 7 - OK
Apartment #16 - OK	Apartment # 8 - OK
Apartment #15 - OK	Apartment # 9 - OK
Apartment #12 - OK	
Apartment #11 - OK	
Apartment # 2 - OK	
Apartment # 4 - OK	

18 Unit Building Interior Inspection

Apartment #29 - OK	
Apartment #27 - OK	
Apartment #25 - OK	
Apartment #23 - OK	
Apartment #30 - Water stain on ceiling at the NW corner. We were told however that the leak had been repaired on the roof. <i>Checked out 4/14/79 W.R.S.</i>	
Apartment #32 - OK	
Apartment #34 - OK	
Apartment #35 - OK	
Apartment #38 - OK	

Mr. Pickering's address in Boynton Beach, 609 SW Golf Drive
Boynton Beach, FL
737-0032

W. R. Sheldon

INSPECTOR WRS

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•INSPECTION REPORT•

JOB NUMBER: 79069

INSPECTION DATE: 4-12-79

NAME OF CLIENT: PICKERING

JOB ADDRESS: 309 South Federal Hwy - Dania, FL RONALA APARTMENTS

PURPOSE OF INSPECTION: _____

OBSERVATIONS:

Two story CBS apartment units. The 20 unit building was completed in 1968 and the 18 unit apartment building completed in 1969. ✓

Pool was completed with the latter building in 1969. ✓

Note this is the apartment building that we checked for Hugo Majistrir

Exterior examination of buildings for structural defects etc., and parking lot condition. ✓

On the 18 unit building the south wall shows a moderate amount of step cracking where it has a severe thermal exposure. Parking lot is in excellent condition for the age of the project. External balconies including slab ~~columns~~ are in excellent condition.

Facia and soffit well maintained. Minor evidence of leaks and improper maintenance and repairs have been executed.

Slight cracks in the area of stair tower due to expansion and contraction. Not structurally significant, affects appearance only.

Condition of meter room, excellent and no illegal storage encountered or any evidence of misuse. Note ceiling form board never removed, but not a critical item.

On the 18 unit building some step cracking on the north wall which has not had maintenance treatment in area of apartments 26 and 27.

~~Ex~~ External step cracking is evident in the window corners and maintenance should be provided to prevent weather intrusion. There is no structural problem with it. Step cracks observed. Recommend that building be re-caulked as caulking at doors in particular would admit weather at this time.

Step cracks that need corrections also include the north wall of apartment 21.

^{WALKWAY}
~~ROO~~ iron hand railing on stairs needs brushed and painted, rusting has commenced at the base of post. 2nd floor walkway areas, separation crack in the longitudinal direction along wall.

No expansion joints in soffit and thermal expansion cracks have occurred in the surface which should be treated - soffit is stucco.

INSPECTOR

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•INSPECTION REPORT•

JOB NUMBER: 79069

INSPECTION DATE: 4-12-79

NAME OF CLIENT: PICKERING

JOB ADDRESS: Ronala Apartments

PURPOSE OF INSPECTION: _____

OBSERVATIONS: -continued-

Some surface cracking in keystone floor surface of upper walkway.
*Has structural. SARKISALB
W.R.S
4/14/79*

Evidence of minor leak behind mansard at the NE corner of the walkway for the 18 unit building. Inspection of roof system through access area - wood trusses are in excellent condition, all connector plates are tight and well maintained. Condition of wood excellent. No evidence of termites etc.

Exterior roof hatch needs maintenance to prevent damage to the roof system.

Inspection of upper roof surface - built-up tar and gravel roof in very good condition. TV masts entered through pitch pans.

The stack in closest proximity to the roof hatch in the 18 unit building needs to be re-booted. Evidently in the initial installation the Plumber cracked the stack mounting the boot and its left open to some weather damage. It should be re-booted inside past the crack A/C supported on sleeper system, well tied down. Sleepers require some re-pitching as the wood sleepers are becoming exposed to weather.

There are moderate amounts of debris on the roof that should be removed.

*CONCRETEWORK
5/24/79
W.R.S* The A/C units are rusting and would require cleaning and maintenance as well as the electrical

~~This would be normal for the age of the units.~~ The 3rd stack on the south side of the building from the west end has never had the plumbers boot turned down over the stack and it may be admitting rain to the lower apartments. This should be checked on access.

Some insulation on the A/C coolant lines needs replacement to maintain efficiency.

The valley in the mansard should be checked - there appears to be an opening in the trough that may be admitting weather. *C.M.R.*

There is an area of roof patch on the north side of the 18 unit building that has never been re-graveled, and the turned up edge should be sealed with roofing mastic as it is not under the drip strip. Note all stacks should be investigated for weather proof conditions.

There is evidence that the condensate lead outs through the roof need re-pitching in some instances.

INSPECTOR

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•INSPECTION REPORT•

JOB NUMBER: 79069

INSPECTION DATE: 4-12-79

NAME OF CLIENT: PICKERING

JOB ADDRESS: Ronala Apartments

PURPOSE OF INSPECTION: _____

OBSERVATIONS:

-continued-

The conduit lead-ups supporting the disconnect boxes for the units immediately west of the access hole is completely rusted out and will need replacement. Note the termination of the rust point is down below the lip of the pitch pans so water must be entering into the conduit. This should be checked.

The pitch pans for the disconnect boxes should be re-pitched where necessary with any other roof work. Note in re-pitching the gravel should not be in the pitch pans.

Some A/C units are not secured to the sleepers. At the SE corner of the building there is evidence of a roof patch. This should have the mastic re-worked has dried out and is showing small holes and cracks. Note on the eastern most valley the upper portion of it does not appear to be sealed down tight to the valley. This should be checked. Also adjacent to this valley is a piece of loose drip - could blow off the roof. If this is to prevent water from overflowing from this point it should be worked into the roofing system rather than applied on the surface.

General comment on roof of 18 unit building. There is a fair amount of needed maintenance in this area but there are no major deficiencies that cannot be solved.

Inspection of Pool. Pool water level uniform. Water clarity excellent. Inspection of pool equipment pit. Basically this is a Harmsco system. Operation appears satisfactory. There is a pressure tank for a sprinkler system pump also installed in this pit. Pool has a Laars gas heater.

Check National Gas and Plumbing Codes for location of the exhaust stack for the pool heater. It is approximately 1½' off the west face of the east stair tower and approximately 3' north of the face edge of the walkway. Pool deck has separation crack at the coping - the vertical separation is negligible. This is not serious. The rail for the stairs is loose - it should be fixed.

Inspection of 20 unit building

General condition similar. There is one crack in the soffit area at the north termination of the walkway that should be patched.

There is an exposed reinforcing bar on the north railing of the north stairs of the 20 unit building at the mid landing. This should be cleaned and covered.

The exterior brick work is in good condition including recesses for clean outs and hose bib mounts.

*See drawings of
Locally
at 10:00
4/12/79
WRS*

INSPECTOR

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•INSPECTION REPORT•

JOB NUMBER: 79069

INSPECTION DATE: 4-12-79

NAME OF CLIENT: PICKERING

JOB ADDRESS: _____

PURPOSE OF INSPECTION: _____

OBSERVATIONS:

The 1/2" blow out line provided for hot water heaters is not turned down to the ground to provide safety. This condition is evident at the north end of the 20 unit building.

The 20 unit building has wall unit A/C.

Resolved
Resolve the evidence of holes drilled in the east wall of the 20 unit building approximately at floor slab level. Meter room door needs replacement on the 20 unit and no exterior step was provided.

Check on qualification of exposed wood in meter room ceiling. Wall should be patched at ground entry for electric.

Newly mounted 4" drain on wall unsupported. Exterior plumbing clean outs observed on the building, this is indicative of a well conceived and executed plumbing system.

General condition of the 20 unit building is the same as the 18 unit building and same notes apply.

The resolution of the holes under the slab proves that they are drilled holes for termite treatment. Mr. Pickering is to provide record copies of Termite Company certification.

Access on 20 unit building is through a storage room area. Some ceiling damage adjacent to scuttle hole. Roof condition on the 20 unit building - the trusses are in good condition. No stacks observed with problems stated for other building.

TV mast on the 20 unit building is through the roof without a pitch pan. There are a couple of minor items that should be removed from the roof. At approximately the 1/3 point of the south side of this building there is a ribbon of alligating where the gravel has not adequately covered the built-up roof. This will require some maintenance in the near future as it has almost worked through the roof surface. The roofing compound used to seal the roof hatch is weathering and will shortly need repair.

Interior inspection of units -

Apartment 20 - No evidence of leaks or problems - Interrogation of occupants, no problems.

Apartment 19 - Evidence of minor leak in the one bedroom at one time - Interrogation of occupants shows there has been no repeat of it in over a year.

Apartment 14 - No occupants - Being prepared for occupancy. No evidence of any deficiencies in this apartment.

INSPECTOR

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•INSPECTION REPORT•

JOB NUMBER: 79069

INSPECTION DATE: 4-12-79

NAME OF CLIENT: PICKERING

JOB ADDRESS: Ronala Apartments

PURPOSE OF INSPECTION: _____

OBSERVATIONS:

NOTE: Tile work in all apartments investigated to this point are in excellent condition. No cracks, which would be indicative of any type of structural movement if cracks existed. We should have the name of the attorney handling this transaction so that we can slant the report as he needs it handled.

Apartment 13 - Interrogation of occupants - no complaints relating to the building proper.

^{1st} Floor Apartment 1 - Apartment unoccupied. No evidence of any defects

NOTE: All units are very well kept which is indicative of a building that is well thought of by the occupants.

Apartment 3 - Unoccupied - Apartment being cleaned.

Apartment 6 - No visual problems, interrogation of occupant shows that there are two cracked cap tiles in the bathroom. This does not appear to have been created structurally.

ATTORNEY IS JAMES J. MORAN of Reed and Smodish see index file.

Apartment 10 - Unoccupied - Cracked cap tile in bath on striker side of door. It appears that this is causing whatever tiles that are cracking. This is a very minor matter.

Apartment 28 - 1st floor of the 18 unit buildint Unoccupied. Tile work on this work applied flat to the wall without a base as in the other building.

Apartment 26 - No visual defects. Interrogation of occupants, no complaints.

Apartment 24 - No occupants - Apparently has been unoccupied for a period of time. No visual defects.

NOTE: None of the electrical panels show any evidence of short circuiting nor other unusual demands on individual electrical systems.

Apartment 21 - Door has been damaged on inside apparently due to wind blowing it open too hard. No visual problems. Closets have been wired with an extra light that is non-complying as to wiring. This condition observed in other apartments in this building. No other comments.

Apartment 22 - Occupied and bolted.

NOTE: There are also exterior clean-outs in the passage way

Apartment 31 - No visual evidence of deficiencies. Interrogation of occupant No Comments.

Apartment 33 - Unoccupied. No evidence of defects, however apparently the A/C unit in this apartment at one time had the condensate overflow the pan and this has been corrected.

INSPECTOR

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•INSPECTION REPORT•

JOB NUMBER: _____

INSPECTION DATE: _____

NAME OF CLIENT: _____

JOB ADDRESS: _____

PURPOSE OF INSPECTION: _____

OBSERVATIONS:

Apartment 36 - Apartment is occupied but no one home at this time.
No evidence of any deficiency.

Apartment 37 - Occupants states that the control system on the A/c
appears unbalanced as to heat and cool. Evidence
of one leak at the sliding glass doors at the
north side of this apartment. Roof does have
evidence of repairs on the surface. No record
of leaks during the last one year period.

*Investigate
further performance
occupant generated.
A.R.S.
H.M.M.*

Recommendation of awning windows protruding into passage spaces
has stops installed to prevent the leading edge protruding too far.

INSPECTOR

(b) Notwithstanding the allocation to each Unit of its Annual Assessment, a Unit Owner shall also be liable for any special Assessments levied by the Board against his Unit as provided in the Declaration. The Association shall collect Annual and special Assessments from a Unit Owner in the manner set forth in the Declaration and the other Condominium Documents.

Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations of the operation and use of the Condominium at any meeting of the Board; provided such rules and regulations are not inconsistent with the Condominium Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Unit Owners at the last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association when not in conflict with the Articles, these By-Laws, the Declaration or the Act. In the event of such a conflict, the provisions of the Condominium Documents and the Act shall govern.

Section 10. Amendments of the By-Laws.

10.1 These By-Laws may be amended by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Membership at which such amendment is proposed.

10.2 An amendment may be proposed by either the Board or by the Membership, and after being proposed and approved by one of such bodies, must be approved by the other as set forth above in order to become enacted as an amendment.

10.3 No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority of any "Approved Mortgagee", as defined in the Declaration, the validity of the mortgage held by such Approved Mortgagee or any of the rights of the Developer.

10.4 Amendments to these By-Laws shall be made in accordance with these By-Laws and the requirements of the Act in effect at the time of the amendment.

RONOLA APARTMENTS CONDOMINIUM ASSOCIATION, INC.

By: Warren F. Pickering President
WARREN F. PICKERING, President

(SEAL)

Attest: Viola A. Pickering Secy
VIOLA A. PICKERING, Secretary

Developer: MR. & MRS. WARREN F. PICKERING

(SEAL)

By: Warren F. Pickering
WARREN F. PICKERING

By: Viola A. Pickering Secy
VIOLA A. PICKERING

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

REC 8092 PAGE 509

RONOLA APARTMENTS CONDOMINIUM

ESTIMATED OPERATING BUDGET

<u>EXPENSE</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
Insurance	\$ 215.42	\$ 2585.00
Water and Sewer	292.75	3513.00
Pool and Pool Heating	104.17	1250.00
Trash Collection	75.00	900.00
Electricity	131.09	1573.00
Telephone	35.00	420.00
Licenses	9.34	112.00
Fire Extinguisher Recharging	4.17	50.00
Annual Termite Treatment	4.17	50.00
Supplies and Office Expenses	17.09	205.00
Maintenance and Repairs	41.67	500.00
Manager, Lawn Care and Light Maintenance	166.67	2000.00
Manager's Use of Furnished Apartment	<u>200.00</u>	<u>2400.00</u>
TOTAL:	\$1299.54	\$15,558.00

EXHIBIT II

SCHEDULE OF UNIT OWNER'S ASSESSMENTS

	<u>MONTHLY ASSESSMENT</u>
<u>UTILITIES</u>	
Water, Sewer, Trash Collection, Electricity and Telephone	\$ 14.05
<u>POOL</u>	
Maintenance and Heating	2.74
<u>GENERAL MAINTENANCE</u>	
Maintenance, Repairs, Termite Treatment, Licenses, Fire Extinguishers, Supplies and Office Expenses.	2.01
<u>MANAGER</u>	
Lawn Care and Use of Furnished Apartment.	9.65
<u>INSURANCE</u>	5.67
<u>RESERVE FUND</u>	5.78
	<hr/>
TOTAL MONTHLY ASSESSMENT	\$ 40.00
	<hr/>
TOTAL ANNUAL ASSESSMENT	\$ 480.00
	<hr/> <hr/>

EXHIBIT III

ORAL REPRESENTATION CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY FLORIDA STATUTES, SECTION 718.503 TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

PURCHASE AGREEMENT

_____ (hereinafter referred to as Buyer),
having a local address at _____
Phone: _____
or an out-of-town address at _____
Phone: _____

WARREN F. PICKERING and VIOLA A.
hereby offers and agrees to purchase from PICKERING, his wife
(hereinafter referred to as Developer), having an address of _____ 609

Southwest Golf Drive, Boynton Beach, FL, the residential condominium Unit
No. _____ (The Unit), of RONOLA APARTMENTS CONDOMINIUM (the Condominium)
according to the Declaration of Condominium (the Declaration) as recorded in
Official Record Book 8692, Page 469, of the Public Records of
Broward County, Florida. The Condominium is more particularly described in
the above-mentioned Declaration of Condominium, a copy of which was furnished
to Buyer prior to the execution of this Agreement and the legal description
of said condominium property (the Property) contained therein is incorporated
herein by reference.

The total Purchase Price of The Unit shall be payable by Buyer to
Developer as follows:

- \$ _____ On the date of execution of this Agreement by Buyer,
the receipt of which is hereby acknowledged by
Developer.
- \$ _____ On or before five (5) days from the date of this
Agreement.
- \$ _____ Upon delivery of title to the Unit to Buyer by
Developer in cash or Cashier's Check, plus closing
costs.
- \$ _____ Total Purchase Price.

Mortgage Purchase: Yes _____ No _____

Approximate Mortgage Desired: _____

The initial down payment or subsequent payments made pursuant to
this Agreement by Buyer to Developer shall, prior to the closing of title be
held in escrow (non-interest bearing) with ROBERT B. REED, P.A.,
Boynton Beach, Florida, pursuant to the provisions of Section 718.202, Florida
Statutes. The Buyer may obtain a receipt for his deposit from the escrow
agent upon request.

& SMODISH, P.A.
ATTORNEYS AT LAW
OFFICE BOX 640
1ST OCEAN AVENUE
SUITE 15
BOYNTON BEACH, FLORIDA
PHONE: 737-1896

1. Acceptance of Offer. Buyer has the right and option to cancel and terminate this Agreement within fifteen (15) days of the date of execution hereof by Buyer, as provided for herein. Upon such cancellation and termination or withdrawal by Buyer, all sums paid heretofore by Buyer to Developer will be repaid to Buyer forthwith upon demand. Upon return to Buyer of all such sums, the parties hereto shall be released from all obligations under this Agreement and thereupon neither party hereto shall have any further liability to the other.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTIONS TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

2. Delivery and Receipt of Certain Documents. The Buyer acknowledges receipt from the Developer of the following:

The Declaration of Condominium, including the document creating the association and the by-laws, the estimated operating budget of the condominium and the agreement for sale.

3. Mortgage Purchase. If Buyer desires a mortgage, as indicated above, then Buyer agrees immediately upon request of Developer to forthwith make application for and to execute all mortgage papers for the above mortgage in the amount specified with the Lending Institution designated or approved by Developer. Application for mortgage shall be made within five (5) days of execution hereof. Buyer shall forthwith furnish the Lending Institution with all other information as required by the Lender. Buyer shall execute all documents as required by the Lending Institution. Buyer's failure to comply shall be deemed, at Developer's option, to constitute a default by Buyer hereunder. Upon execution of this Agreement, all monies deposited, as required above, shall be retained by Developer as liquidated damages, as hereinafter specified, and are non-refundable; provided, however, that if application for mortgage filed by Buyer in good faith is rejected by the Lending Institution or Institutions, then the deposit (s) hereinabove receipted will be returned to Buyer without interest thereon, and this Agreement will be deemed terminated. The provisions herein and in any estimates given to Buyer as to the mortgage, interest rate, loan fee, costs, payment schedule and amount are not guaranteed and are subject to change by the mortgage; it being understood and agreed that the foregoing are the Buyer's responsibility.

4. Improvements. It is recognized that the Unit is previously constructed and previously occupied. The Unit shall be sold as built and equipped in its existing condition except as otherwise stated herein.

5. Developer's Authorization. The Buyer hereby authorizes Developer as Developer deems necessary to record among the Public Records of Broward County, Florida, such documents and instruments as are required to be filed under the laws of the State of Florida, in order to create and maintain the Condominium, including the recording of "as built." The Developer reserves the right to make changes in any of such condominium documents as Developer, governmental authorities or mortgage lenders require or deem necessary, providing the changes do not materially alter the boundaries of the Unit, change the size of the common elements to the prejudice of the Buyer, decrease Buyer's share in the common elements, change Buyer's voting rights, decrease Buyer's share in the common surplus or increase Buyer's share in the common expense or otherwise materially affect the rights of the Buyer, or the value of the Unit. Buyer does not have the right to prevent Developer from making proposed changes or amendments and Buyer's right in such case is limited as specified herein.

6. The Unit. The Unit is being sold unfurnished, but will include the existing appliances: _____

The Unit shall be painted and cleaned, however, floor coverings and decorative surfaces shall be accepted "as is". All appliances shall be in working order at closing and are warranted for a period of one year.

7. Closing and Title. At the request of Buyer, and prior to closing title to the Unit, Developer will furnish the Buyer an Owner's Policy Commitment and Binder issued by a Florida Title Insurance Company subject to the standard printed exceptions and conditions contained therein and the further exceptions hereinafter set forth. The cost of such Owner's Title Insurance will be paid for by the Seller at closing.

(a) At the closing, Developer will convey by general warranty deed, insurable title to the Unit, subject to the following exceptions:

(i) The provisions of the Declaration and exhibits attached thereto, as described in this Agreement and such regulations and service contracts as shall be in force under the Declaration and this Agreement;

(ii) Taxes for the Year in which the sale is closed, if not paid;

(iii) Conditions, limitations, restrictions, reservations, easements and other matters now of record or hereafter granted by Developer and such zoning or other restrictions regarding the use of the Unit as may be imposed by governmental authorities having jurisdiction hereof, none of which shall prohibit use of the Unit as residence by Buyer as contemplated by the Declaration;

(iv) Liens for work or materials furnished at the request of Buyer;

(v) Any mortgages placed by Buyer.

(b) All mortgages and liens now or hereafter encumbering the Unit will be discharged or released at or prior to the closing or at Developer's option they may be paid from the proceeds of the sale.

(c) If Buyer at the time of the delivery of the deed shall find that Developer's title does not conform to the provisions of this Agreement and it appears that such objection to title may, according to reasonable expectations, be removed as an objection within sixty (60) days, Buyer's obligation hereunder shall remain in full force and effect in the meantime. Nothing herein contained shall require Developer to bring any action or proceeding or incur any expenses in order to remove such objection to title and any attempt by Developer to cure such objection to title shall not be construed as one that would give Buyer the right to refuse delivery of the deed.

8. Closing Date. The Unit shall be ready for delivery to Buyer on or before _____; provided, however, that delays caused by acts of God, acts of governmental authority (s), flood, hurricane, strikes, labor conditions beyond Developer's control, availability of materials or any other causes not within Developer's control shall be added to said period, plus ninety (90) days and the foregoing shall not be deemed time being of the essence. Since the Unit has been completed as of the date of this Agreement, closing shall take place on or before fifteen (15) days from the giving of notice to close by Developer to Buyer, which notice shall make time of the essence as to Buyer's obligation to close.

9. Closings.

(a) The closing will be held at the office of the Developer or at such other location designated by Developer.

(b) Ad valorem taxes for the Condominium Unit described hereinabove will be prorated as of the date of closing, upon receipt of such tax bill and upon proper notification thereof. If the taxes for the year in which the sale is closed are assessed against the Property as a whole, then the portion of the taxes apportioned to the Unit shall be the same share as the share in the common elements that is appurtenant to the Unit. In such event, Developer and Buyer agree that the taxes will be paid by the Association as a common expense, and the taxes apportioned to the Unit shall be assessed to Developer and Buyer in the sums prorated to them.

(c) The following expenses and amounts will be paid by Buyer:

(i) Recording Fees;

(ii) State Stamps;

(iii) All costs which any mortgagee requires to be paid if Buyer obtains a mortgage for the acquisition of the Unit, including, but not limited to, points or fees, documentary stamps and intangible tax for a note and mortgage, charges for prepaid interest, escrow for taxes and insurance, attorneys' fees, if any, all sums or fees deducted from the gross amount of any such mortgage and all costs and fees incident to the obtaining or closing of any such mortgage loan;

(iv) Utility deposits for the Unit, or if utility meters are not exclusive, then Buyer's prorata share of said deposits which have been advanced by Developer;

(v) Mortgagee's Title Insurance if required by Lender;

(vi) Other expenses as set forth in the prospectus, if any;

(vii) Buyer will pay to the Association the assessment for common expenses commencing as of the date of closing. Said assessment shall be in the amount specified by the Maintenance Fee Schedule and Buyer agrees to pay such assessment for common expenses in quarterly installments in advance on the first day of the first month of each calendar quarter (January, April, July and October) and on the same day of the first month of each quarter thereafter. The first payment will be prorated for the period beginning with the date of closing and ending with the next assessment payment date following the closing.

(d) At the closing, Buyer shall contribute \$100.00 to the Association. This contribution is for the purpose of initial and non-recurring capital expenses of the Association and for providing initial working capital for the Association.

(e) The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Developer to be performed pursuant to the provisions of this Agreement, except those which survive by operation of law or are herein specifically stated to survive the delivery of the deed.

10. Default. Failure of Buyer to close title to the Unit pursuant to the provisions of this Agreement, make payments within the time provided above, or to comply with the provisions of this Agreement and within the time provided above herein, shall be considered a default by Buyer hereunder. In such, event, the parties hereto have considered the matter and have agreed that the amount of liquidated damages suffered by the Developer because of

Buyer's default shall be liquidated and paid in the following manner: The liquidated sum to be due to Developer shall be all sums heretofore paid by Buyer to Developer pursuant to the terms of this Agreement, but in no event shall such liquidated sum exceed ten percent (10%) of the total purchase price of the Unit or Developer, at its option, may file suit for specific performance. All sums paid by Buyer to Developer in excess of such liquidated sum shall be paid forthwith to Buyer, together with a statement of Developer's election to terminate this Agreement and describing Buyer's default hereunder.

11. Developer Unable to Convey. In the event that Developer shall be unable to convey the Unit in accordance with this Agreement or makes material changes to the Unit as set forth in Paragraph 5 herein, and Buyer elects to rescind this Agreement, then and upon the occurrence of any of such events, at the option of the Buyer, unless previously forfeited to Developer due to Buyer's default, and upon such refund being made to Buyer, this Agreement shall be cancelled and be of no force and effect, and Developer shall be under no obligation or liability whatsoever to Buyer for any damages that Buyer may have sustained and neither party hereto shall have any further liability to the other.

12. Risk of Loss. Risk of loss to the Unit to closing of title shall be borne by Developer.

13. Notice. Notice shall be considered properly given by the use of Certified Mail, Return Receipt Requested, addressed as set forth herein, unless either party has notified the other party in writing of a change of address.

14. Non-assignability. This Agreement is personal to Buyer and cannot be assigned by Buyer without written approval of Developer.

15. Agreement not to Record. Buyer agrees not to record this Agreement in the Public Records of Broward County, Florida. The recording of this Agreement by Buyer shall constitute a default by Buyer.

16. Miscellaneous.

(a) Buyer agrees to be liable for and pay his proportionate share of the common expenses assessed including the Management Fee and expenses, and Buyer agrees to be bound by the Declaration of Condominium, By-Laws, Articles of Incorporation, Rules and Regulations and Management Agreement.

(b) Developer retains the right to be the owner of unsold Condominium Units and Developer shall have the right to rent said unsold Units and retain the income for its own use. Developer shall also have the right to use the Condominium Property and improvements thereon for the promotion of sales and may use such unsold Units as models and for office purposes.

(c) Buyer shall be liable for Developer's reasonable attorney's fees and costs incurred by it by virtue of any litigation as to the parties' rights under this Agreement, where the Developer is the prevailing party. Buyer covenants to defend and indemnify Developer against all claims of Real Estate Brokers and/or Salesmen due to acts of Buyer or Buyer's representatives.

(d) Until closing, except if Buyer is presently occupying the premises as a tenant, Buyer shall not enter the subject Property or any portion of the Unit or at any time interfere in any way with work in the Unit unless accompanied by a representative of Developer. All inquiries shall be made at Developer's office or at such sub-office or location as Developer may designate.

(e) This Agreement contains the entire understanding of the parties hereto; and any and all statements, representations and/or warranties, whether oral or written, heretofore made are merged in this Agreement, the parties acknowledging that there are no other terms, conditions, agreements, representations or warranties except those expressly stated herein. The use of singular or masculine pronouns or nouns with reference to Buyer throughout this Agreement shall include the plural or feminine, as the situation may require.

IN WITNESS WHEREOF, Buyer and Developer have executed this Agreement as of the dates set forth below their respective signatures.

Witnesses:

Buyer

Buyer

Date: _____

Witnesses:

Seller

Seller

Date: _____

SMODISH, P.A.
ATTORNEYS AT LAW
OFFICE BOX 840
101 OCEAN AVENUE
SUITE 15
MIAMI BEACH, FLORIDA
PHONE: 737-1095



**BEANE
EXTERMINATING**
502 East Ocean Avenue
BOYNTON BEACH, FLA. 33435
Phone 732-6700

Seller: Mr. Warren Pickering

Buyer: _____

Mortgagee: _____

Case # FHA/VA _____

Insp. ordered by: Mr. Moran / Robert Ried P.A.

Insp. Report Charge: \$100.00 rear Bldg.

Mail report to:

Robert Reid P.A.

P.O. Box 640

Boynton Bch. Fla. 33435

WOOD-DESTROYING ORGANISM INSPECTION REPORT

HRS Form 1145, Effective 6/28/79

Licensee Name Beane Exterminating Co. inc.

**Supersede insp. dated
8-14-79 **Sept. 5th. 79
Inspection Date

Licensee Address 502 E. Ocean Ave. Boynton Bch. Fla.

License No. 1249 State 127

Inspector's Name Robert G. Beane

I.D. Card No. 472

Property Address 309 S. Federal Hwy. Dania, Florida

Specific Structure(s) Inspected Apartment Building - 20 apts. (rear building)

SCOPE OF INSPECTION

A trained and qualified representative of this company has conducted a careful inspection of the visible and accessible areas of the structure(s) listed above. This report is made on the basis of what was visible and accessible at the time of the inspection and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing of defacing finished wood.

THIS IS NOT A STRUCTURAL DAMAGE REPORT: A wood-destroying organism inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to detect the extent of structural damage. If damage or other evidence of wood-destroying organisms is noted in this report, further investigation by qualified experts of the building trade should be made to determine structural soundness of the property. This is not to be construed to constitute a guarantee of the absence of wood-destroying organisms.

REPORT OF FINDINGS

(1) Active infestation was observed: Yes No Drywood Termites

(Common name of organism(s) observed)

Location(s): In door of apartment number 20

(Continue on reverse side if necessary)

(2) Other evidence of infestation was observed: Yes No

Describe other evidence observed: _____

(Continue on reverse side if necessary)

Location(s): _____

(Continue on reverse side if necessary)

(3) Visible damage was observed: Yes No

Organism(s) causing damage: Door will be damaged if not treated..

(Common name of organism(s))

Location(s): It is suggested that door be replaced, or treated.

(Continue on reverse side if necessary) NOTE: Door has been replaced by Owner.

(4) This company has treated this property previously: Yes No

(5) This property shows evidence of previous treatment: Yes No

(6) This company has treated the structure(s) for the control of: Subterranean Termites

(Common name(s) of organism(s))

by the application of Termide 1%

A one year warranty transferable to

any subsequent owner was issued for the control of Subterranean Termites

(Common name(s) of organism(s))

and expires May 1st. 1980

(Date)

Neither I nor the firm for whom I am acting have any financial interest in this property, or is associated in any way in this transaction with any party to this transaction, other than as a wood-destroying organism inspector of the structure(s).

Representative Robert G. Beane

(Licensee or Certified Operator)

Date 9-7-79

HRS Form 1145, Effective 6/28/79



**BEANE
EXTERMINATING**
502 East Ocean Avenue
BOYNTON BEACH, FLA. 33435
Phone 732-6700

Seller: Mr. Warren Pickering
Buyer: _____
Mortgagee: _____
Case # FHA/VA _____
Insp. ordered by: Mr. Moran / Robert Reid P.A.
Insp. Report Charge: \$90.00 front building

Mail report to:
Robert Reid P.A.
P.O. Box 640
Boynton Bch. Florida 33435

HRS Form 1145, Effective 6/28/79

WOOD-DESTROYING ORGANISM INSPECTION REPORT

Licensee Name Beane Exterminating Co. inc. Inspection Date 9/5/79
Licensee Address 502 E. Ocean Ave. Boynton Bch. Fla. License No. 1249 State 127
Inspector's Name Robert G. Beane I.D. Card No. 472
Property Address 309 S. Federal Hwy. Dania, Florida
Specific Structure(s) Inspected Apartment Building 18 Apts. (front building)

SCOPE OF INSPECTION

A trained and qualified representative of this company has conducted a careful inspection of the visible and accessible areas of the structure(s) listed above. This report is made on the basis of what was visible and accessible at the time of the inspection and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing of defacing finished wood.

THIS IS NOT A STRUCTURAL DAMAGE REPORT: A wood-destroying organism inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to detect the extent of structural damage. If damage or other evidence of wood-destroying organisms is noted in this report, further investigation by qualified experts of the building trade should be made to determine structural soundness of the property. This is not to be construed to constitute a guarantee of the absence of wood-destroying organisms.

REPORT OF FINDINGS

- (1) Active infestation was observed: Yes No Drywood Termites
(Common name of organism(s) observed)
Location(s): In door of apartment number 25
(Continue on reverse side if necessary)
- (2) Other evidence of infestation was observed: Yes No
Describe other evidence observed: none
(Continue on reverse side if necessary)
Location(s): _____
(Continue on reverse side if necessary)
- (3) Visible damage was observed: Yes No
Organism(s) causing damage: Door will be damaged if not treated.
(Common name of organism(s))
Location(s): It is suggested that door be replaced, or treated. *290*
(Continue on reverse side if necessary) NOTE: Door has been replaced by Owner.
- (4) This company has treated this property previously: Yes No
(5) This property shows evidence of previous treatment: Yes No
(6) This company has treated the structure(s) for the control of: not treated
(Common name(s) of organism(s))
- by the application of _____ A one year warranty transferable to
any subsequent owner was issued for the control of _____
(Common name(s) of organism(s))
and expires _____
(Date)

Neither I nor the firm for whom I am acting have any financial interest in this property, or is associated in any way in this transaction with any party to this transaction, other than as a wood-destroying organism inspector of the structure(s).

Representative *Robert G. Beane* Date 9-7-79
(Licensee or Certified Operator)



SHELDON & LAVRICH, INC.

CONSULTING ENGINEERS

(305) 454-1738
400 SOUTH DIXIE HIGHWAY
HALLANDALE, FLORIDA 33009

WILLIAM R. SHELDON, P.E.
DANIEL L. LAVRICH, P.E.

May 21, 1979

RONALA APARTMENTS-STATEMENT OF CONVERSION CONDITIONS

Ronala Apartments, located at 309 South Federal Highway - Dania, Florida, was inspected by personnel of this office on April 12, 1979 for the purpose of determining the condition of the roof, the mechanical, electrical, plumbing, and structural elements.

The 18 unit building was completed in 1968, and the 18 unit apartment building was completed in 1969. The pool was completed with the latter building in 1969. It consists of a CBS, concrete block and steel construction with structural concrete floors and a wood truss roof system. We inspected all mechanical, electrical, and plumbing systems appropriate for use as an apartment building (Multi family zoning classification).

The (2) structures were previously used as apartment buildings consisting of a total of 38 units. There is a swimming pool, with patio, and parking lot facilities. All original structures and appurtenances are currently existing. The structural systems, roof, mechanical, and plumbing systems were inspected with regard to the South Florida Building Code in effect at the time of construction. From our inspection we are of the opinion that the buildings are in substantial conformity with the original code in effect at the time of construction, and with the code requirements that would relate to this project in effect at the time of the inspection.

With the following exceptions this facility is in our opinion in accordance with the applicable portions of the South Florida Building Code:

1. Cracking in the stucco over masonry walls should be sealed. These cracks are nonstructural in nature, actually being thermal cracks.
2. The building should be recaulked at doors and windows.