

State of Florida

Secretary of State



I, Tom Adams, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC.,

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 29th day of October,
A.D., 19 69 as shown by the records of this office.



Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 4th day of November,
A.D. 19 69.

Tom Adams

Secretary of State

This instrument was prepared by
LEE H. BURG, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

**CERTIFICATE OF RECORDING THE
AMENDED AND RESTATED BYLAWS
OF
RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amended and Restated Bylaws of Riverview South Condominium Association, Inc. were duly adopted in the manner provided in the governing documents of the Association, at a meeting held June 14, 2003.

IN WITNESS WHEREOF, we have affixed our hands this 10 day of July, 2003, at Fort Lauderdale, Broward County, Florida.

WITNESSES:

Sign Ruby Alvarez
Print Ruby Alvarez
Sign Toni Miller
Print Toni Miller

RIVERVIEW SOUTH ASSOCIATION,
INC., a Florida not-for-profit corporation

By: Deborah Cleaver
Deborah Cleaver, President
601 SE 5th Court
Fort Lauderdale, FL 33301

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10 day of July, 2003, by Deborah Cleaver, as President of Riverview South Association, Inc., a Florida not-for-profit corporation.

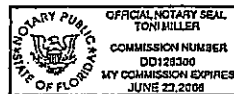
Personally Known ☒ OR
Produced Identification ☐

Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA

sign Toni Miller
print TONI MILLER
My Commission expires: 6/23/06

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AMENDED AND RESTATED BY-LAWS
OF
RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC.

SUBSTANTIAL REWORDING OF BY-LAWS - SEE CURRENT
BY-LAWS FOR CURRENT TEXT

1. **IDENTITY** - These are the By-Laws of Riverview South Condominium Association, Inc., a not-for-profit Florida Corporation formed for the purpose of administering the Riverview South Condominium which is located in Broward County, Florida, upon the lands described in the Declaration of Condominium. (The corporation shall hereafter be referred to as the "Association".)

1.1 **OFFICE** - The office of the Association shall be at the Condominium or such other location within the County as may from time to time be determined by the Board of Directors.

1.2 **FISCAL YEAR** - The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 **SEAL** - The seal of the Association shall bear the name or abbreviated name of the Association, the word "Florida", the year of establishment, and shall identify the Association as a not-for-profit corporation.

1.4 **DEFINITIONS** - All terms used in these By-Laws shall have the same meaning, to the extent applicable as set forth in the Declaration of Condominium for the Riverview South Condominium and the Florida Condominium Act, both as amended from time to time.

2. **MEMBERS' MEETINGS**

2.1 **ANNUAL MEETINGS** - Annual members' meetings shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors each year on the 15th of March of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday. The Board may, from time to time, establish a different date and time for the annual meeting.

2.2 **SPECIAL MEETINGS** - Special members' meetings shall be held whenever called by the President, Vice President or by a majority of the Board of Directors and when requested by written notice from 50% of the Association voting interests. Such request must state the purpose of the proposed meeting. Members' meetings to recall a member or members of the Board of Directors may be called by 10% of the Association voting interests giving notice of the meeting and stating the purpose of the meeting pursuant to F.S. 718.112(2)(k), or as amended from time to time.

2.3 **NOTICE OF MEMBERS' MEETINGS** - Notice of all members' meetings shall be sent to each unit owner by United States mail, unless waived in writing, at least fourteen (14) days prior to the meeting, provided however, that any members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4 next following. The person giving notice shall execute an affidavit of mailing per F.S. 718.112(2)(d)(2), and as the same may be amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. Notice of a meeting of members, stating the time and place and the purpose(s) for which

the meeting is called, shall be given by the President or Secretary or other designee of the Board. The notice shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda shall be posted conspicuously at a designated location on the Condominium Property not less than fourteen (14) days prior to the date of the meeting. The Board, upon notice to unit owners, shall by rule designate a specific location on the condominium property upon which all notices of unit owner meetings shall be posted.

Notice of specific meetings may be waived before the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.4 BOARD OF DIRECTORS ELECTION MEETINGS - NOTICE AND PROCEDURE - The regular election shall occur on the date of the annual meeting.

2.4.1 Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election. Not less than fourteen (14) days before the election, the Association shall then mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which shall include an information sheet, no larger than 8-1/2 inches by 11 inches if so furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The election of Directors shall occur on the same day as the annual meeting. As to items to be considered at the meeting other than the election of Directors, the notice and agenda shall comply with Section 2.3 above.

2.4.2 At the discretion of the Board of Directors, either ballots or a voting machine will be available at the annual meeting for use of owners in connection with the election of Directors. A unit owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance but no unit owner shall permit another person to cast his ballot for electing Directors and any such ballots improperly cast shall be deemed invalid.

2.4.3 The quorum requirement necessary for election shall be ballots cast by twenty percent (20%) of the eligible voters, and elections shall be decided by a plurality of those votes cast. Write-in candidates are not permitted.

2.4.4 The Board of Directors may appoint a Committee to explain the role of Board members, encourage eligible persons to volunteer to serve on the Board, and generally strive to ensure that a sufficient number of candidates will respond to the first election notice to allow all vacancies to be filled.

2.5 **QUORUM** -- A quorum at members' meetings shall consist of persons entitled to cast a majority of the total votes. Decisions made by a majority of the voting interests represented at a meeting at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except such decisions as may by F.S. 718 or the Condominium Documents require a larger percentage in which case the percentage required in F.S. 718 or the Condominium Documents shall govern.

2.6 **INDIVISIBLE VOTE AND VOTING CERTIFICATES** - Each unit shall have one indivisible vote. Multiple owners of a unit must file a voting certificate with the Secretary of the Association in accordance with this Section. Each unit shall have a designated person to vote for such unit, known as the voting member. If a unit is owned by more than one individual (not including units owned jointly by a husband and wife) the owners of said unit must designate one of them as the voting member in a voting certificate signed by all of the owners of said unit. If a unit is owned by a partnership, the voting certificate must designate one of the partners as the voting member and be signed by all of the general partners. If a unit is owned by a trust with more than one trustee, all of the trustees must sign the voting certificate designating one of the trustees as the voting member. If a unit is owned jointly by a husband and wife, no voting certificate need be filed naming the voting member and either spouse, but not both, may vote in person or by proxy and be counted in determining whether a quorum exists, unless prior to any members' meeting either spouse has notified the Secretary or the Board of Directors, in writing, that there is a disagreement as to who shall represent the unit at the meeting, in which case the voting certificate requirements set forth in this section shall apply. If a required certificate is not filed, the owner(s) shall not be qualified to vote and the vote of such owner(s) shall not be considered nor shall the presence of such unit owner(s) at a meeting be considered in determining whether the quorum requirement has been met.

2.7 **PROXIES** - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than ninety (90) days, and must be filed with the Association before or at the voter registration immediately preceding the meeting. Except as specifically otherwise provided by law, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or By-Laws; and for any other matter which F.S. 718 requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of Board members except as specifically authorized by statute or Division of Land Sales rules. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote.

2.8 **ADJOURNED MEETINGS** - If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. At such adjourned, continued or recessed meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called.

2.9 **ORDER OF BUSINESS** - The order of business at annual members' meetings and, as far as applicable, at all other members' meetings, shall be:

- (a) Call to order by the President;

- (b) At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or a director);
- (c) Appointment of inspectors of election;
- (d) Election of Directors; (If there are only as many, or fewer, pre-qualified candidates as there are seats on the Board, the election need not be held and the pre-qualified candidates shall assume Board seats immediately after the annual meeting.)
- (e) Calling of the roll, certifying of proxies, and determination of a quorum; or in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;
- (f) Proof of notice of the meeting or waiver of notice;
- (g) Disposal of unapproved minutes;
- (h) Reports of Officers;
- (i) Reports of Committees;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

2.10 **ACTION WITHOUT A MEETING** - Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote(s) of any such member as elsewhere herein set forth) having not less than the minimum number of voting interests that would be necessary to authorize or take such action at a meeting of such members at which a quorum of such members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization, notice thereof shall be sent to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to action taken at a meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

3. **BOARD OF DIRECTORS**

3.1 **NUMBER, TERM, AND QUALIFICATIONS** - The affairs of the Corporation shall be governed by a Board composed of five (5) Directors. All Directors shall be members of the Association. All officers of a corporation, trustees of a trust, and general partners of a partnership or other such owner shall be deemed to be members so as to be eligible for Board membership with respect to units owned by a corporation, trust or partnership. In no event may a unit owned by multiple owners (including a husband and wife), or a corporation, trust, partnership or other entity have more than one (1) representative of such unit on the Board of Directors at the same time. Directors shall be elected by the Voting Members on the date of the annual meeting for a one (1) year term. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act or resigns. A seat held by a Director who ceases to be a member of the Association shall thereby automatically become vacant.

3.2 BOARD VACANCIES - Vacancies in the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors until the next regularly scheduled election of Directors, provided that a vacancy created by the recall of a Director by the membership shall be filled pursuant to the provisions of statute or applicable Rule(s) of the Division of Land Sales, and if no such provisions exist, the members of the Association shall elect the replacement Director at the recall meeting, provided that the notice of the recall meeting stated an election would be held if one or more Directors were recalled. A Director may be removed by the vote of a majority of all the votes in the Association.

3.3 ORGANIZATION MEETING - The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting.

3.4 REGULAR MEETINGS - Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, telephone or telecopier at least three (3) days prior to the date named for such meeting.

3.5 SPECIAL MEETINGS - Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than three days' notice of the meeting (except in an emergency) shall be given personally or by mail, telephone or telecopier, which notice shall state the time, place and purpose of the meeting.

3.6 WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting, unless attendance is for the sole and express purpose of objecting to the meeting as being unlawfully called.

3.7 NOTICE TO OWNERS OF BOARD MEETINGS - Notice of Board meetings, which notice shall specifically include an agenda, shall be posted conspicuously on the condominium property at least 48 continuous hours in advance for the attention of unit owners, except in an emergency. Meetings at which a regular monthly or quarterly assessment are to be considered shall contain a statement that assessments will be considered and the nature of such assessments. However, written notice of any meeting at which non-emergency special assessments, or at which rules, or amendments thereof, regarding unit use will be proposed, discussed, or approved, shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice and filed among the official records of the Association. The Board shall by rule designate a specific location on the condominium property upon which all notices of Board meetings shall be posted, and shall notify the owners of same.

3.8 OWNER PARTICIPATION IN BOARD AND COMMITTEE MEETINGS - Meetings of the Board of Directors and Committees thereof at which a majority of the members of that Committee are present shall be open to all unit owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items provided, however, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner statements. The term "Committee" as used in this Section 3.8 shall refer to committees appointed to (1) make recommendations to the Board regarding the Association's budget or (2) take action on behalf of the Board.

3.9 **BOARD MEETINGS, QUORUM AND VOTING** - A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of Directors present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot (except for the election of Officers) at Board meetings and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, which must be properly noticed, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

3.10 **PRESIDING OFFICER** - The presiding officer at Directors' meetings shall be the President and in his absence, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.11 **DIRECTOR COMPENSATION** - Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

4. **POWERS AND DUTIES OF THE BOARD** - All of the powers and duties of the Association existing under the Florida Corporation Statutes, the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

4.1 **TO ADOPT BUDGETS AND MAKE AND COLLECT ASSESSMENTS** AGAINST owners to defray the costs of the Association.

4.2 **TO USE THE PROCEEDS OF ASSESSMENTS** in the exercise of its powers and duties.

4.3 **THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION** of the Condominium property.

4.4 **TO ENACT AND AMEND RULES AND REGULATIONS** concerning the transfer, use, appearance, and occupancy of the units, common elements limited common elements and any Association Property.

4.5 **THE RECONSTRUCTION OF COMMON ELEMENTS IMPROVEMENTS AFTER CASUALTY** and further improvement of the property.

4.6 **TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS** (sales, conveyances and leases of units) in the manner provided by the Condominium Declaration and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such approval. In connection with the lease of units, the Board may require the posting of a security deposit to protect against damages to the common elements, in the manner provided by law.

4.7 **TO ENFORCE** by legal means the provisions of applicable laws and the condominium documents, and to interpret said condominium documents, as the final arbiter of their meaning.

4.8 TO CONTRACT FOR MANAGEMENT of the Condominium and to delegate to the management agent or manager any powers and duties except those things which may not be delegated under the Condominium Documents or applicable law.

4.9 TO CARRY INSURANCE for the protection of the unit owners and the Association.

4.10 TO PAY THE COST OF ALL UTILITY SERVICES rendered to the Condominium and not billed to owners of individual units.

4.11 TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12 TO BRING AND DEFEND SUITS, MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, NOTES, AND OTHER EVIDENCE OF INDEBTEDNESS, LEASES and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property. To grant easements and licenses over the condominium property necessary or desirable for proper operation of the Condominium.

4.13.1 CONTRACTS FOR PRODUCTS AND SERVICES - All contracts for the purchase, lease or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers and landscape architects, the Association shall obtain competitive bids unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. The Association may opt-out of these competitive bidding requirements on a calendar year basis, by a vote of two-thirds (2/3) of the entire voting interests, at a duly noticed meeting of the Association.

4.13.2 MAINTENANCE AND MANAGEMENT CONTRACTS - No written contract between a party contracting to provide maintenance or management services to the Association which contract provides for operation, maintenance or management of the Association or any property serving the unit owners shall be valid or enforceable unless the contract:

- (a) Specifies the services, obligations and responsibilities of the party contracting to provide maintenance or management services to the unit owners.
- (b) Specifies those costs incurred in the performance of those services, obligations, or responsibilities which are to be reimbursed by the Association to the party contracting to provide maintenance or management services.
- (c) Provides an indication of how often each service, obligation, or responsibility is to be performed, whether stated for each service, obligation, or responsibility or in categories thereof.
- (d) Specifies a minimum number of personnel to be employed by the party contracting to provide maintenance or management services for the purpose of providing service to the Association.

In any case in which the party contracting to provide maintenance or management services fails to provide such services in accordance with the contract, the Association is authorized to procure such services from some other party and shall be entitled to collect any fees or charges paid for service performed by another

party from the party contracting to provide maintenance or management services. Any services or obligations not stated on the face of the contract shall be unenforceable. Unless otherwise provided by law, the above provisions do not apply to contracts for services or property made available for the convenience of the unit owners by lessees or licensees of the Association, such as coin operated laundry, food, soft drink, or telephone vendors; cable television operators, retail store operators, businesses, restaurants, or similar vendors.

4.14.1 FINES - The Directors may, pursuant to F.S. 718.303, impose fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the condominium documents, including the rules and regulations, by owners, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$1,000.00, or such maximum amount as is permissible by law.

4.14.2 The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Articles of Incorporation, By-Laws, or Rules and Regulations which have allegedly been violated;
3. A short and plain statement of the matters asserted by the Association.

4.14.3 The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of other unit owners. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial, at trial, and on appeal.

4.15 COMMITTEES - The Directors may appoint Committees. All Committees and Committee members shall serve at the pleasure of the Board. All Committees of the Association which are authorized to act on behalf of the Board or to make recommendations to the Board regarding the Association budget shall conduct their affairs in the same manner as provided in these By-laws for Board of Director meetings. All other Committees may meet and conduct their affairs in private without prior notice or owner participation, if

- (1) the Board has determined that it is in the best interests of the Association to do so, and
- (2) such meetings and activities are lawful.

4.16 CONTRACTS FOR SERVICES - To enter into contracts for the purpose of making available to the owners of condominium units and the residents of the condominium apartment buildings, such services including, but not limited to, doorman and automobile parking; maid service, security alarm system and the like; provided, however, that the term or period of such contract shall not exceed three (3) years; and provided, further, that said contracts may provide for additional extensions of the original terms in the absence of written notice of termination by either party. No such contract shall impose any involuntary monetary obligation or assessment upon any owner or resident of a condominium

building or upon the Association, which shall serve only to make available such services available at the election, option and expense of the user.

4.17 HURRICANE SHUTTERS - The Board of Directors shall adopt hurricane shutter specifications for each building within the condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. All unit owners who wish to install shutters must install hurricane shutters which conform to the Board's specifications at their expense and maintain such shutters. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. If an owner fails to install or maintain the shutters in accordance with said specifications, the Board may do so and charge the cost against the owner and his Dwelling Unit which shall be a lien upon the Unit and collectible in the same manner as any other assessment levied by the Association pursuant to the provisions of the Declaration and these By-Laws. As provided in the Declaration, the Board may determine, from time to time, to maintain, repair and replace the shutters as a common expense.

4.18 PARKING - The Board of Directors may assign general common element parking spaces.

4.19 ASSOCIATION FUNDS - To select depositories for Association funds and to determine the manner of receiving, depositing, and disbursing Association funds, and the form of check and the person or persons by whom checks shall be signed on behalf of the Association.

5. OFFICERS

5.1 EXECUTIVE OFFICERS - The executive officers of the Association shall be the President, one or more Vice President(s), a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed or replaced by a two-thirds (2/3) vote of the Directors at any meeting at which a quorum of Directors is present. Any person may hold two or more offices except that the President shall not also be the Secretary. Assistant officers need not be Directors and may perform the duties of the office to which they are assistant, subject to any limitations imposed by the Board.

5.2 PRESIDENT - POWERS AND DUTIES - The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation. The President may appoint committees from among the members of the Association from time to time to assist in the conduct of the affairs of the Association. Such power shall not preclude the ability of the Board to designate or appoint committees from time to time.

5.3 VICE PRESIDENT - POWERS AND DUTIES - The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 SECRETARY - POWERS AND DUTIES - The Secretary shall keep the minutes of all proceedings of the Directors and the members; shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; shall have custody of the seal of

the Association and affix the same to instruments requiring a seal when duly signed; shall keep and have custody of the records of the Association, except those of the Treasurer; and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5 TREASURER - POWERS AND DUTIES - The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the assessment rolls and accounts of the members; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of the Treasurer of a corporation. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent, and shall otherwise assist the Treasurer.

5.6 OFFICERS COMPENSATION - Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association. The Board may also contract with a Director or officer or with any corporation in which a Director or Officer of the Association may be a stockholder, officer, director or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such Officer or Director.

5.7 INDEMNIFICATION

5.7.1 Indemnity - The Association shall indemnify any Officer, Director or committee member who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil criminal, administrative or investigative, by reason of the fact that he is or was a Director, Officer or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he has reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors and committee members as permitted by Florida law.

5.7.2 To the extent that a Director, Officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 5.7.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

5.7.3 Advances - Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or

proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 5.7.

5.7.4 Miscellaneous - The indemnification provided by this Article 5.7 shall be in addition to the provisions of the Articles of Incorporation, and shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

5.7.5 Insurance - The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee or agent of the Association, as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

5.7.6 Amendment - Anything to the contrary herein notwithstanding, the provisions of this Article 5.7 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

5.8 DELEGATION - To the extent permitted by law, the powers and duties of the Directors and Officers may be delegated for the purpose of management.

6. MINUTES AND INSPECTION OF RECORDS - Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within thirty (30) days and these, plus records of all receipts and expenditures and all other official records, as defined in F.S. 718.111, and as amended from time to time, shall be available for inspection by unit owners and Board members at all reasonable times; provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and any copying.

7. FISCAL MANAGEMENT - Shall be in accordance with the following provisions:

7.1 BUDGET - A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Condominium including insurance, management fees, if any, and which may include expenses of in-house communications and security, bulk cable television, interior pest control, and which shall include reserves per F.S. 718.112(2)(f)(2) or as amended, which may later be waived by the owners. The Board may elect to submit the question of waiving reserves to a unit owner vote at the annual meeting or a special meeting of the members, in which case, such waiver may be retroactive to the beginning of the fiscal year. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting members present at a duly called meeting of the Association, or by the written approval of a majority of the voting members. Reserves and operating funds may be commingled for investment purposes. The budget may contain a reasonable allowance for contingencies and provide funds for all unpaid operating expense previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a

copy of the proposed revisions to the budget shall be mailed to each member as provided in Article 7.2 hereof.

7.2 MAILING - A copy of the proposed annual budget shall be mailed to the unit owners not less than fourteen (14) days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting.

7.3 ASSESSMENTS - The shares of the unit owners of the common expenses may be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and which shall become delinquent ten (10) days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

7.4 SPECIAL ASSESSMENTS - Assessments for common expenses which are not provided for and funded in the Budget or an amendment to the Budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such assessments shall be considered shall be posted and mailed to each unit owner as provided in Article 3.6 hereof. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board, either be returned to the unit owners or applied as a credit towards future assessments.

7.5 ASSESSMENT ROLL - The assessments for common expenses and charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of or by the Board of Directors as to the status of a unit's account may be relied upon for all purposes by any person for whom made.

7.6 LIABILITY FOR ASSESSMENTS AND CHARGES - A unit owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and owner's grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any common elements or Association property or by abandonment of the unit for which the assessments are made. Where an institutional mortgagee holding a first mortgage of record obtains title to a unit by foreclosure, such mortgagee and its successors and assigns shall only be liable for such unit's assessments, charges or share of the common expenses which became due prior to acquisition of title as provided in the Florida Condominium Act, as amended from time to time.

7.7 LIENS FOR ASSESSMENTS - The unpaid portion of an assessment including an accelerated assessment which is due, together with all expenses, costs, interest, late fees, and reasonable attorneys' fees for collection, including appeals, shall be secured by a lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116, or as amended from time to time.

7.8 LIEN FOR CHARGES - Unpaid charges which are due together with costs, interest, late fees, and reasonable attorney's fees including appeal, for collection shall be secured by a

common law lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

7.9 COLLECTION - INTEREST; ADMINISTRATIVE LATE FEE; APPLICATION OF PAYMENTS - Assessments or charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest lawful rate (now 18% per annum) from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. All payments upon account shall be first applied to interest, then the late fee, then to any expenses of collection and costs and reasonable attorney's fees incurred and then to the assessment payment first due.

7.10 COLLECTION - SUIT - The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments or charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with those which have become due by acceleration plus interest thereon and all costs incident to the collection and the proceedings, including reasonable attorneys' fees, including appeals. The Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien as provided by law.

7.11 ACCOUNTS - All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

7.12 ASSOCIATION DEPOSITORY - The depository of the Association shall be a bank or banks or state or federal savings and loan associations (or other financial institutions as defined in F.S. 655.005 with offices in Broward County, Florida, and other insured depositories as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. The Board may require more than one signature on checks and bank drafts.

7.13 COMMINGLING OF FUNDS PROHIBITED - All funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in F.S. 468.431, or with those of any other entity.

7.14 FINANCIAL REPORTS - A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 7D-23.004, Florida Administrative Code, or as amended, as determined in the Rule based upon the amount of the Association's budget from time to time. A copy of the report shall be furnished to each member of the Association and the Division as provided by law, as amended from time to time.

7.15 FIDELITY BONDING - The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in F.S. 718.112(2)(j), and as the same is amended from time to time, for each person (whether or not a Director) who controls or disburses Association funds. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing

failure of the Association to respond within said thirty (30) days and to notify the unit owner within the same thirty (30) days after receipt of the complaint shall preclude the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

10.3 OTHER REMEDIES - Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a unit owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

11. MISCELLANEOUS - The following miscellaneous provisions shall apply to these By-Laws and the Condominium Documents:

11.1 CONFLICTS - The term "Condominium Documents", as used in these By-Laws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these By-Laws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans and graphic descriptions of improvements of record. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

1. Declaration of Condominium;
2. Articles of Incorporation;
3. By-Laws; and
4. Rules and Regulations.

11.2 GENDER - The use of the term "he", "she", "his", "hers", "their", "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

11.3 SEVERABILITY - In the event that any provisions of these By-Laws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

11.4 LEASE OF NON-CONDOMINIUM PROPERTY --

1. The owner of each of the twenty-nine (29) condominium units in the Riverview South Condominium, at the time of purchasing his condominium unit, designated the Association as his Agent to carry out the terms and conditions of the Ground Lease, which Lease is Attachment D to the Declaration of Condominium of the Riverview South Condominium and which Lease was amended by Amendment to Ground Lease dated August 15, 1980 and recorded in Official Records Book 9255 at Page 982 of the Public Records of Broward County, Florida. The Association shall include the maintenance expenses of all recreation facilities in its budget as provided in Article VIII above and shall assess the same to each unit owner as a common expense and in the same percentage as such owner pays the other common expenses of the condominium. The Association shall collect and receive from each unit owner his or her portion of the land lease rental as established in Article III, Ground Lease; and after receiving said rental shall transmit the same to Lessor for and in behalf of the individual Lessee condominium owners. Any default in a rental payment by a unit owner or any other default which a unit owner may commit shall be immediately reported by the Lessee-Association to the Lessor, and the

Lessee-Association shall take all steps necessary to correct or cause to be corrected such default prior to the time that Lessor shall enforce Lessor's rights under the several terms and conditions of said nine-nine (99) year lease. Lessee shall fully cooperate with Lessor in collecting the defaulting unit owner's rent and in enforcing the pledge of condominium apartment given to secure the payment of the rent.

2. It is a requirement of ownership of a condominium unit that each condominium unit purchaser designate Riverview South Condominium, Inc. as his Agent to carry out the terms and conditions of said Lease, and that said unit owner, at the time of the purchase, pledge his or her condominium unit as a security for his or her lease performance. No deed for condominium unit transfer shall be recorded, and no deed will be effective until the Board of Directors shall have received from the new purchaser a fully executed copy of Attachment E of the Declaration of Condominium, which documents will then be recorded simultaneously with the deed.

11.5 PARKING - At the time of the purchase of the member's unit, member was specifically assigned one parking space. The developer's right to assign parking spaces shall continue until Developer sells the last condominium apartment. Thereafter, the Association shall have the right to assign and control all unassigned parking so long as Association does not interfere with, alter or change the previously made Developer's assignments. Parking spaces assigned to specific apartments must be executed with the formalities of a deed and recorded in Broward County records. Parking spaces may be transferred and swapped only among the various unit owners. Maintenance of the parking area is declared to be a common expense, and the expenses incident to the same shall be divided among all of the unit owners as are other common expenses. Parking spaces are for passenger vehicles only; and no boats, commercial trucks, trailers or other commercial or recreational vehicles or objects shall be placed in or around the parking space assigned.

ATTACHMENT F - A PART OF THE DECLARATION OF CONDOMINIUM
OF RIVERVIEW SOUTH CONDOMINIUM

BY-LAWS OF

RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC.

ARTICLE I.

NAME AND LOCATION

Section 1. The name of this Association shall be RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC.

Section 2. The principal office of the Association shall be in the City of Fort Lauderdale, Broward County, Florida, at 601 S. E. 5th Court. The Association may have offices at such other places as the Board of Directors may from time to time determine or the Association may from time to time require.

ARTICLE II.

Section 1. These By-Laws, together with the Declaration of Condominium and Chapter 711 and Chapter 617, Florida Statutes 1967, and all amendments thereto, together with house rules and regulations from time to time passed by the Association, shall govern and control the Condominium Association. The Condominium which the Association shall govern is designated 'RIVERVIEW SOUTH CONDOMINIUM', located at 601 S. E. 5th Court, Fort Lauderdale, Florida.

ARTICLE III.

MEMBERS.

Section 1. As is set forth in the Charter of The Association, the membership of Riverview South Condominium, Inc. shall consist of the Condominium unit owners who shall have recorded title in their names.

ARTICLE IV.

MEETINGS.

Section 1. The annual meeting of the members of the Association shall be held on the 15th day of March of each year at ten o'clock A. M. in the condominium building or at such other place or places as the Board of Directors may from time to time direct.

Should the date for such annual meeting fall on a Sunday or a holiday, the meeting shall be held on the next day following the Sunday or holiday. At the annual members meeting, the members shall fill, by plurality vote and by written ballot, the vacancies created by the expiring terms of the Board of Directors. The owner of each of the twenty-nine (29) condominium units shall have one vote, there thus being a total of twenty-nine (29) votes to be cast. There shall not be cumulative voting. Plurality voting is authorized in the election of the Board of Directors. The members shall also transact any other business as may properly be brought before said meeting.

Section 2. At least ten (10) days before the election of Directors, a complete list of the members entitled to vote at said election shall be prepared by the Secretary and shall be posted on the corporation bulletin board for the examination by all members so that every one shall be familiar with the persons entitled to vote at said meeting.

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Section 3. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by the Statutes or by the Certificate of Incorporation, shall be called by the President, or the Secretary, at the request in writing of a majority of the Board of Directors or at the request in writing of fifty per cent (50%) of the membership of this Association. Such request shall state the purpose or purposes of the proposed meeting. All business transacted at such special meeting shall be confined to the subject stated in the Call and Notice of Meeting.

Section 4. Written notice of the annual meeting and of all special meetings shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least ten (10) days prior to the meeting, except in the case of a special meeting, where there shall be a five (5) day allowable minimum notice.

Section 5. A majority of the total number of members of the Association, present in person or represented by proxy, shall be necessary to constitute a quorum for all meetings of the members for the transaction of business, except as otherwise provided by Statute, the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any properly called meeting of the Members, the Members entitled to vote, present in person or represented by proxy, shall have the power to adjourn the meeting until another meeting date set at the time of adjournment, which date in no case shall be less than eleven (11) days after the original meeting, at which second meeting no quorum, as above defined, shall be necessary in order to transact business. At such adjourned meeting which subsequently meets pursuant to notice given at the time of the adjournment, any business may be transacted which might have been transacted at the meeting as originally notified. It shall be necessary, however, ten (10) days prior to the meeting date designated at the time of adjournment, that all members be notified as provided in Section 2 of this Article of the date, time and purpose of the meeting, and that it is being called pursuant to this Section.

Section 6. When a quorum is present at any meeting, the vote of the majority of the members present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the Statutes of the Certificate of Incorporation, or by these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of the question.

Section 7. At any meeting of the members, every member having the right to vote shall be entitled to vote either in person or through a proxy who shall be designated by an instrument in writing, which proxy instrument shall be subscribed by such member and bear a date not more than ninety (90) days prior in point of time to said meeting, unless the instrument specifically provided upon its face for a longer period of time within which it is valid. All proxies shall be filed with the Secretary prior to the meeting at which the same are to be used, and note of said proxy shall be made in the minutes of the meeting. The owner of each of twenty-nine (29) condominium units is entitled to cast one (1) vote for each unit owned, thus making a maximum possible vote of twenty-nine (29). If ownership to said unit rests in two or more names, only one vote can be cast, and this must be by unanimous consent of the owners of said unit. If the owners of a unit, if there be more than one, cannot agree on how to vote, such condominium unit shall lose its vote for the particular item voted upon, as there can be no split or fractional voting. If title to the condominium unit is held in the joint names of husband and wife, the one present and voting shall be presumed to have the consent of the other. If title to the condominium unit is held in the name of a corporation, such officer as may be designated by corporate resolution shall be

entitled to vote for and in behalf of the corporation, providing such resolution be filed with the Secretary of the Association at least ten days prior to any meeting. If two or more condominium units are joined together by one owner as one large condominium living unit, such owner shall have one vote for each condominium unit so joined, and should such joined condominium units thereafter be separated, one vote shall go with each separate unit.

Section 8. The transfer book of the Association shall be closed for a period of ten (10) days against any transfer immediately preceding any meeting of the Association, and only whose owners properly registered therein shall be entitled to vote at said meeting. The transfer book shall again be reopened after said meeting has been finally adjourned.

ARTICLE V.

BOARD OF DIRECTORS.

Section 1. The condominium property, the business and all affairs of the Association shall be managed by a Board of Directors. The Charter of the Association provides for a Board of Directors of between three (3) and five (5), the exact number to be determined by the By-Laws. Determination is hereby made for the number to be three (3) so long as the Developer has the right to select the Directors as herein set forth, after which the number shall automatically be increased to five (5). The first Board (and its successors where applicable) shall consist of three (3) persons, each of whom shall be designated and appointed by the Developer. Such Board shall continue to hold office until at least twenty (20) persons are living in their condominium units, and the building has been so occupied for at least six (6) months, unless the Developer sooner waives this right in writing and the appointed Board resigns, and the successor five (5) member Board of Directors is elected and qualified as is herein provided. The three (3) man Board of Directors need not be owners of condominium units nor residents of the condominium, nor members of the Association.

When the first five (5) member Board of Directors is elected from among the members, all shall serve a term of one (1) year excepting the two (2) members receiving the highest number of votes, who shall hold office not only until the next succeeding annual meeting of the members but shall thereafter hold over for one (1) additional term until the then following annual meeting. Excepting the first Board and their successors as appointed by the Developer, as aforesaid, upon the transfer or sale of the Director's condominium unit, a Director shall be deemed to have automatically resigned. Of the permanent Board, it shall be a requirement that at least two (2) of the Directors be permanent residents of the condominium, occupying their apartments for at least ten (10) out of any twelve (12) consecutive months.

Section 2. Excepting the first Board of Directors and their successors, who are appointed by the Developer, and excepting part of the first Board of Directors elected from among the members, the Directors shall be elected for a two year term, as hereinafter set forth. Each of the twenty-nine (29) condominium unit owners shall be entitled to one (1) vote for each Director to be elected to the Board of Directors. There shall not be cumulative voting. The Board of Directors shall be elected by a plurality vote. The first five (5) man Board shall hold office from the date of their election until the next annual meeting, at which time the terms of the three Directors who received the least number of votes when elected shall expire and the members shall elect three (3) replacements to the Board. Board members may succeed themselves to their expired positions. At the next annual meeting the term of the two (2) holdovers shall expire and the general membership shall again, by plurality, elect two (2) replacements to the Board. Thereafter, the procedure of electing three (3) Board members one year and two (2) Board members the next in order to insure continuity of leadership, shall be repeated.

Section 3. If the office of any Director or Directors becomes vacant for any reason whatsoever, the majority of the remaining Directors shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 4. The Director may hold their meeting and keep the books of the corporation at the office of the Association in the City of Fort Lauderdale, Florida, or at such other places as they may from time to time determine.

Section 5. The annual meeting of the Board of Directors shall be held immediately following the adjournment of the annual members meeting at the same location as the members' meeting.

Section 6. Special Meetings of the Board of Directors to be held at Riverview South Condominium may be called by the President; and in the absence of the President by the Vice-President or by the full membership of the Board. By unanimous consent of the Directors a special meeting may be called without notice at any time and place.

Section 7. Notice of the annual meeting shall be in writing and shall be mailed to each Director by the Secretary of the Association at least ten (10) days prior to the time fixed for the meeting. Notice of any special meeting shall be mailed to each Director by the Secretary at least five (5) days previous to the time fixed for the meeting, except as in hereinabove provided. All notices of special meetings shall state the purpose thereof.

Section 8. A majority of the authorized number of Directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law or by the Articles of Incorporation.

Section 9. The Directors shall elect the officers of the Association at the annual Board meeting, such officers to be a President, Vice-President, and Executive Vice-President, a Secretary and a Treasurer. An officer may be removed at any time by a 4/5ths vote of the full Board of Directors with or without cause and with or without notice. All Directors excepting the first Board and their successors as appointed by the Developer, shall be owners of a condominium unit. The President of this Association, when elected by a Board of five (5) Directors must be a Director and a permanent resident in the condominium. Any candidate for the office of President must declare to the Board of Directors prior to election that he is a permanent resident and intends to be in residence most of the time during his term of office.

Section 10. As is set forth in Section 1, all of the affairs of the Association shall be managed by the Board of Directors and, accordingly, all powers and duties shall center therein. The Board shall among other duties, carry out the following:

- (1) Make rules and regulations respecting the use of the condominium property;
- (2) Interview, investigate, approve or disapprove of proposed purchasers and lessees of condominium units, except as provided in Section 11 below;
- (3) Make and collect assessments from the members and expend said assessments for maintenance, insurance, taxes, utility services for common elements, for the repair and operation of the condominium property or for such other purposes as shall fall within the general powers of the Board of Directors and collect rent referred to under Article III of the Lease and remit the same to the Lessor;

(4) Enter contracts on behalf of the condominium to employ necessary personnel and carry out all functions and purposes of the condominium.

(5) Satisfy all liens against the condominium property, and pay necessary expenses connected therewith.

Section 11. Although the Board of Directors shall have the right to approve and disapprove proposed condominium unit leasing, such right shall exist only with regard to condominium units which have been initially sold once by the Developer and shall not apply to any condominium units which shall be owned by the Developer of the condominium property, nor shall such right exist in regard to the institutional mortgagee who took the first and original mortgage on the condominium unit should such institutional mortgagee acquire the condominium unit as a result of a foreclosure sale or as a result of a deed conveyance to the institutional mortgagee by condominium owner of the condominium unit in lieu of foreclosure. The Developer and such institutional mortgagee shall have the unrestricted right to lease or sell any unit it shall own to any person without obtaining the consent of the Board as to the approval of the Purchaser of Lessee.

Section 12. No fee or other compensation shall be paid to any member of the Board of Directors at any time except by specific corporate resolution.

Section 13. A member of the Board of Directors may be removed from office at any time during his term, either with or without cause, by a vote at a regular or special meeting of the members of sixty per cent (60%) of the total membership of the condominium, providing, however, such shall not apply to the first Board so long as it shall consist of only three (3) members.

Section 14. Upon the death, resignation, removal, withdrawal or incapacity of a member of the Board of Directors, the remaining members of the Board of Directors shall appoint a successor to serve the remainder of the term of such member affected.

ARTICLE VI.

OFFICERS.

Section 1. The officers of this Association shall consist of a President, a Vice-President, a Secretary and a Treasurer, or a Secretary-Treasurer, each of whom shall be elected for the term of two (2) years except those elected to the first five member Board of Directors as provided for in Section 2 of Article V above, and shall hold office until their successors are duly elected and qualified. The first officers of the Association shall be appointed by the Developer of the condominium. No one shall be eligible to serve as both President and Secretary or Vice-President and Secretary. All officers except those appointed by the Developer of the condominium must be condominium unit owners.

Section 2. The President shall be the executive officer of the Association and shall preside at all meetings of the members and Directors. He shall be the ex-officio member of all standing committees and shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall sign all written contracts of the Association and shall sign all checks issued by the Treasurer, in addition to the Treasurer's signature, which shall also be required on all checks. He shall execute all contracts requiring a seal under the seal of the Association. Additional powers of the President may from time to time be designated by the Board of Directors.

Section 3. The Vice-President, in the absence of or because of the disability of the President, shall perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors may prescribe.

Section 4. The Secretary shall attend all sessions of the Board of Directors and all meetings of the members, and report all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for standing committees when required. He shall give or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President under whose supervision he shall be. He shall keep in safe custody the seal of the Association, and, when authorized by the Directors, affix the same to any instrument requiring it and when so affixed it shall be attested by his signature. The Secretary shall also perform all other duties as are incident to his office.

Section 5. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of the receipts and disbursements in books belonging to the Association. He shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board taking proper vouchers for such disbursements, and shall render to the President and Directors at the regular meetings of the Board or whenever they may require, an account of all his transactions as Treasurer and of the final condition of the Association. The Treasurer shall give bond, when required by the Directors in such sums and with such securities as the Board of Directors may require, conditioned upon the faithful performance of the duties of his office. In addition, the Treasurer shall countersign all checks and expenditures with the President which shall be made by the Association.

Section 6. An officer shall receive no compensation for services rendered to the corporation unless the same be specifically set and established by a corporate resolution of the general membership.

Section 7. An officer may be removed either with or without cause by an affirmative vote of 4/5ths of the Board of Directors at a special or regular meeting.

Section 8. Any officer who shall die, be removed, resign, sell his unit, or become incapacitated, may be replaced by the appointment by the Directors of a successor to serve during and for the remainder of said officer's unexpired term.

ARTICLE VII.

INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES.

Section 1. The Association shall indemnify any Director, officer, or employee, or former Director or employee of the Association, or any person who may have served at its requests as a Director, officer or employee, against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such Director, officer or employee, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. The

Association may also reimburse any Director, officer or employee the reasonable costs of settlement of any such action, suit or proceeding, if it shall be found by a majority of the Directors not involved in the matter of controversy (whether or not a quorum) that it was to the best interest of the Association that such settlement be made and that such Director, officer or employee was not guilty of negligence or misconduct. Such rights of indemnification, and reimbursement shall not be deemed exclusive of any rights to which such Director, officer, or employee may be entitled under any By-Laws, agreement, vote of owners of condominium units, or otherwise.

ARTICLE VIII.

FINANCE.

Section 1. The funds of the Association shall be deposited with such bank as shall be designated by the Board of Directors for that purpose, and money shall be withdrawn therefrom only upon check or order signed by the President and countersigned by the Treasurer or any two (2) officers who shall be from time to time designated by the Board of Directors for that purpose.

Section 2. The fiscal and accounting year of this Association shall be fixed by resolution of the Board of Directors of this Association. In absence of specific designation by the Board the accounting and fiscal year of this Association shall be deemed to begin January 1st of each year and end December 31st of the same year.

Section 3. Budget. The Directors shall adopt a budget for each fiscal year of the Association. Such budget will contain estimates of the cost of operating the Association during such fiscal year, shall make such appropriate references to the rental payment requirements of the ninety-nine (99) year Ground Lease referred to in Article IX of these By-Laws, and shall include all Common Expense items as may be set forth herein or items as may be designated as Common Expense in the Declaration of Condominium, these By-Laws, by resolution, or by other proper means, including but not being limited to the maintenance and operation of all common elements, such as the recreation room and office, storage facilities, exterior walls, roof, pipes, ducts, hallways, walkways and elevators, service areas and utility services; swimming pool, grounds, parking areas; the cost of insurance of all types taken for the protection of the common areas and leased property, and taxes as levied; management, maintenance and security personnel; administration costs and any other expense item inuring to the benefit, ratably, of all unit owners. All other expense items, although not designated as a common expense which inure to and benefit all owners equally shall be assessed and charged to the owners as though it were a common expense. Also, the Directors shall determine what assessment, if any, will be required for improvements, capital expenditures, or other operations not included in the above, which shall be included in the budget.

The Board of Directors may rent all or part of the unassigned parking areas as it shall determine upon such terms and conditions as it shall deem proper and all funds so received shall be used to offset common area charges in the projection of the annual budget by the Board.

A copy of the proposed budget shall be submitted by the Board of Directors to each member on or before the fifteenth day prior to the end of the fiscal year. Any changes in the budget shall be forwarded to each member as the budget is amended. Assessments shall be paid on each quarter year in advance, with the first assessment payment being made on a prorated basis where proper, upon receipt by the member of his deed to his condominium unit. No unit owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners. In the event of a failure on the part of a unit owner to pay the assessment within the time herein specified, such shall constitute a default hereunder; and the Board of Directors shall take appropriate measures as may be allowable by law.

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management services to the Association or otherwise having the authority to control or disburse Association funds shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

8. **PARLIAMENTARY RULES** - Robert's Rules of Order shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, the By-Laws of the Association, or with the laws of the State of Florida.

9. **BY-LAW AMENDMENTS** - Amendments to the By-Laws shall be adopted in the following manner:

9.1 **NOTICE** of the subject matter of a proposed amendment shall be included in the notice of any meeting or the text of any written agreement at which a proposed amendment is considered.

9.2 **PROPOSAL OF AMENDMENTS** - An amendment may be proposed by a majority of the Directors.

9.3 **ADOPTION OF AMENDMENTS** - A proposed amendment must be receive approval of two-thirds (2/3) of the entire membership. Amendments correcting errors or omissions may be adopted by the Board alone. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any Institutional Mortgagee without the consent of said Institutional Mortgagee.

9.4 **EFFECTIVE DATE** - An amendment when adopted shall become effective only after being recorded in the Broward County Records according to law.

9.5 **AUTOMATIC AMENDMENT** - These By-Laws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, the Articles of Incorporation, or the Condominium Act as amended from time to time. The Board of Directors, without a vote of the owners, may adopt by majority vote amendments to these By-Laws as the Board deems necessary or advisable to comply with or take advantage of such operational changes as may be contemplated by future amendments to Chapters 617 and 718 of the Florida Statutes, or such other statutes or administrative regulations regulating the operation of the Association.

9.6 **PROPOSED AMENDMENT FORMAT** - Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER ____ FOR PRESENT TEXT."

10. **DISPUTE RESOLUTION** - Dispute between unit owners and the Association should be subject to the following:

10.1 **MANDATORY ARBITRATION** - If unresolved, disputes between the Board and unit owners as defined in F.S. 718.1255(1) must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

10.2 **UNIT OWNER COMPLAINTS** - When a unit owner files a written complaint by certified mail with the Board, the Board shall respond to the unit owner within thirty (30) days of receipt of said complaint. The Board shall give a substantive response to the complainant, or notify the complainant that legal advice has been requested from the Association's counsel or the Division. The

Section 4. The books of record of the Association shall be audited each year by a firm of certified public accountants, and a copy of such audit shall be furnished to each member no later than seventy-five (75) days after the end of the fiscal year.

Section 5. All officers, Directors or employees who are responsible for the Association's funds shall be bonded at the expense of the Association.

ARTICLE IX.

LEASE of NON-CONDOMINIUM PROPERTY: Maintenance of Condominium Improvements thereon.

Section 1. The owner of each of the twenty-nine (29) condominium units in the Riverview South Condominium, at the time of purchasing his condominium unit, designated the Association as his Agent to carry out the terms and conditions of the ninety-nine (99) year Ground Lease, which Lease is Attachment D to the Declaration of Condominium of the Riverview South Condominium.

The Association shall include the maintenance expenses of all recreation facilities in its budget as provided in Article VIII above and shall assess the same to each unit owner as a common expense and in the same percentage as such owner pays the other common expenses of the condominium.

The Association shall collect and receive from each unit owner his or her portion of the land lease rental as established in Article III, Ground Lease; and after receiving said rental shall transmit the same to Lessor for and in behalf of the individual Lessee condominium owners. Any default in a rental payment by a unit owner or any other default which a unit owner may commit shall be immediately reported by the Lessee-Association to the Lessor, and the Lessee-Association shall take all steps necessary under Article XI of these By-Laws to correct or cause to be corrected such default prior to the time that Lessor shall enforce Lessor's rights under the several terms and conditions of said ninety-nine (99) year lease. Lessee shall fully cooperate with Lessor in collecting the defaulting unit owner's rent and in enforcing the pledge of condominium apartment given to secure the payment of the rent.

Section 2. It is a requirement of ownership of a condominium unit that each condominium unit purchaser designate Riverview South Condominium, Inc. as his Agent to carry out the terms and conditions of said Lease, and that said unit owner, at the time of the purchase, pledge his or her condominium unit as security for his or her lease performance. No deed for condominium unit transfer shall be recorded, and no deed will be effective until the Board of Directors shall have received from the new purchaser a fully executed copy of Attachment E of the Declaration of Condominium, which documents will then be recorded simultaneously with the deed.

ARTICLE X

MAINTENANCE and REPAIRS of CONDOMINIUM PROPERTY.

Section 1. Access. Any officer of the Association or any agent of the Board of Directors shall have the irrevocable right, during reasonable hours and at any time during an emergency, to have access to each unit for necessary inspection, maintenance, repairs or replacement of the common elements or limited common elements, either therein or accessible therefrom.

Section 2. Every unit owner must perform and execute all necessary maintenance and repair work in his own unit which would affect the condominium property if left unattended; and, in the absence of such unit owner making such repair and maintenance, said owner shall be responsible for damages and liabilities to the condominium or to other unit owners which may arise therefrom. Unit owners may make no material alterations or additions to their apartments nor shall the Board of Directors cause or allow alterations or substantial additions to be made to the common elements or limited common elements except upon affirmative vote of two thirds of all of the unit owners in the condominium at any regular or special meeting called for such purpose.

Section 3. In order to preserve a uniform and homogeneous outside appearance, there shall be no alterations, changes, additions or other modifications, either permanent or temporary in any manner whatsoever to the exterior of the building, by any unit owner, nor shall said unit owner make any alterations to the portions of the improvement to the condominium which are maintained by the Association or remove any portion thereof, or make any additions thereto or do any work which would jeopardize the safety or soundness of the building containing his unit, or impair any easement or violate any restrictions, without first having the approval of two-thirds of all of the owners of the condominium apartments in writing. This provision shall include prohibition against sun shutters and storm shutters. All storm shutters for the building shall be erected and removed at the same time as authorized by the Board of Directors.

ARTICLE XI.

DEFAULT.

Default or violation under By-Laws, Declaration of Condominium, House Rules, the ninety-nine year Ground Lease or Corporate Charter by any unit owner shall entitle the Association or other unit owners to such legal remedies as may now or hereafter be available, including by way of illustration, foreclosure, ejectment, damages or injunction. Should a defaulting unit owner be adjudged by a court of competent jurisdiction to be in default, said owner shall pay to the Association or to such other unit owner who may have brought the action, all costs and expenses incident to such suit, together with reasonable attorney's fees as shall be set by the court.

ARTICLE XII.

PARKING.

At the time of the purchase of the member's unit, member was specifically assigned one parking space. The developer's right to assign parking spaces shall continue until Developer sells the last condominium apartment. Thereafter, the Association shall have the right to assign and control all unassigned parking so long as Association does not interfere with, alter or change the previously made Developer's assignments. Parking spaces assigned to specific apartments must be executed with the formalities of a deed and recorded in Broward County records. Parking spaces may be transferred and swapped only among the various unit owners. Maintenance of the parking area is declared to be a common expense, and the expenses incident to the same shall be divided among all of the unit owners as are other common expenses. Parking spaces are for passenger automobiles only; and no boats, trucks, trailers or other vehicles or objects shall be placed in or around the parking space assigned.

ARTICLE XIII.

AMENDMENT OF BY-LAWS AND DECLARATION OF CONDOMINIUM.

The Declaration of Condominium and these By-Laws shall be altered, amended, added to or modified only in the following manner:

A proposed amendment to either the Declaration of Condominium or the By-Laws may originate by a written petition signed by fifteen per cent (15%) of the general membership of the condominium setting forth the proposed change or addition, which petition shall be submitted in writing to the Board of Directors, or a proposed change or amendment may originate with any member of the Board. In either case, the proposed amendment shall be submitted in writing to the Directors who shall act upon the same within thirty (30) days of its presentment in writing to them. Within sixty (60) days after approval of the proposed amendment or addition by 4/5ths of the Directors in its original or in an altered form, the President of the Association shall call a special meeting of the general membership of the Association for the purpose of voting upon the proposal. Thirty (30) days prior to the special meeting at which the amendment or alteration is to be considered, written notice of the purpose of the meeting together with a copy of the proposed change, shall be given to each member in the manner required by these By-Laws for special meetings.

In order for such amendment, alteration, addition, modification or change as proposed for the By-Laws or the Declaration of Condominium to be passed, approval must be obtained from seventy-five per cent (75%) of the owners of condominium units. The amendment shall thereafter be placed in a form executed with the formality of a deed and recorded according to law in Broward County, Florida.

In the event the Board of Directors shall disapprove the proposed amendment as presented to it, nothing shall prevent the general membership, consisting of the condominium owners, from requiring a special meeting to be held, upon written request of fifty per cent (50%) of all unit owners, to consider such amendment or change. The President shall, upon receiving the request for a special meeting, thereafter proceed as though the amendment or change had been approved by the Directors by a 4/5th's vote.

No amendment, addition, alteration, or modification shall change any condominium unit's proportionate share of the common elements, common expenses, common surplus, or voting rights unless upon the same being submitted at an annual meeting of the members one hundred per cent (100%) vote approval of all condominium unit owners was obtained.

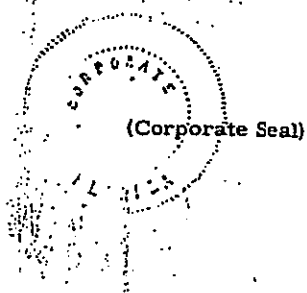
In no case shall an amendment, a change or an addition to, or alteration or modification of any condominium document, abrogate, restrict, alter, impair, or in any way or manner affect any right of the Developer, the Lessor of the leased property or the institutional mortgagee of any unit, as the case may be, as reserved in the Declaration of Condominium, these By-Laws, or the Lease above referenced and any attempt to do so shall be null and void.

ARTICLE XIV.

PARLIAMENT PROCEDURE.

The Association, at all its meetings, shall be governed by Robert Rules of Order as to procedure and order, unless otherwise directed or required by these By-Laws, the Declaration of Condominium, or the laws of the State of Florida.

These By-Laws were adopted on January 5, 1970
by the first Board of Directors at Fort Lauderdale, Florida.



RIVerview SOUTH CONDOMINIUM
ASSOCIATION, INC.

By [Signature]
President

Attest: [Signature]
Secretary

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

This instrument was prepared by
LEE H. BURG, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION FOR CREATION OF A CONDOMINIUM
OF
RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium and Restrictions of Riverview South Condominium Association, Inc., as recorded in Official Records Book 1109 at Page 854 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the governing documents at a meeting held June 14, 2003.

IN WITNESS WHEREOF, we have affixed our hands this 10 day of July, 2003, at Fort Lauderdale, Broward County, Florida.

WITNESSES:

RIVERVIEW SOUTH CONDOMINIUM
ASSOCIATION, INC.
a Florida not-for-profit corporation

Sign Ruby Alvarez

Print Ruby ALVAREZ

Sign Toni Miller

Print Toni Miller

By: Deborah Cleaver
Deborah Cleaver, President
601 SE 5th Court
Fort Lauderdale, FL 33301

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10 day of July, 2003, by Deborah Cleaver, as President of Riverview South Condominium Association, Inc. Homeowners Association, Inc., a Florida not-for-profit corporation.

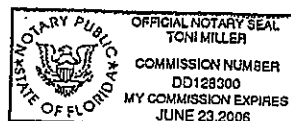
Personally Known ☒ OR
Produced Identification ☐

Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA

sign Toni Miller
print Toni MILLER
My Commission expires: 6/23/06

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AMENDMENT TO THE
DECLARATION FOR CREATION OF A CONDOMINIUM
OF
RIVERVIEW SOUTH CONDOMINIUM

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

1. *Amendment to Article XVII of the Declaration to read as follows:*

XVII INSURANCE.

Insurance on condominium units and common elements and on any properties leased by the Association for and in behalf of the unit owners of the Condominium shall be carried and maintained by the Association for and in behalf of the condominium unit owners, the Association, the Lessor of any property leased to the Association, and, where applicable, the mortgagee. The Association shall carry casualty insurance on all units and on all common elements, and on leased property, in the maximum insurable amount, as annually determined by the insurance carrier, such casualty insurance to cover fire, windstorm and extended coverage, including standard hazards and perils, plus, where available, water damage, vandalism and malicious mischief. Also, the Association shall carry landlord and tenant public liability and property damage insurance in the minimum amounts of \$500,000/\$1,000,000.00 covering all condominium units, common elements and lease property. Workmen's Compensation insurance shall be carried, if applicable, together with all other necessary coverages as recommended by the Board of Directors or the insurance carrier. The cost of the insurance shall be a common expense. Each unit owner shall obtain and maintain a policy of homeowners insurance insuring floor, wall and ceiling coverings, as well as electrical fixtures, appliances, air-conditioning and heating equipment, water heaters, built in cabinets and any other item excluded from Association insurance coverage pursuant to Section 718.111(11) Florida Statutes, as amended from time to time. A copy of the certificate of said insurance shall be filed with the Association office. The Association shall not insure any of the above-referenced items excluded by Section 718.111(11) Florida Statutes, as amended from time to time.

[the remainder of Article XVII remains unchanged]

THIS INSTRUMENT WAS PREPARED BY:

WILLIAM GUNDLACH

1040 BAYVIEW DRIVE

FORT LAUDERDALE, FLA.

70- 1584

DECLARATION FOR CREATION OF A CONDOMINIUM

70- 1584

I. STATEMENT OF INTENT.

WILLIAM A. JOHNSON and ARLISS J. HILL (hereinafter collectively referred to in the singular as the "Developer"), as owner of the property described in Attachment "A" to this Declaration, intends to construct on said property a multi-family dwelling containing, among other things, a maximum of twenty-nine (29) condominium units, common elements and other facilities more fully hereinafter identified; and it is intended by this Declaration to subdivide the said property into a maximum of twenty-nine (29) separate parcels of real property, which, in accordance with provisions herein contained, shall be subject to the benefits and conditions of a Condominium.

II. SUBMISSION STATEMENT.

The Developer, therefore, for himself, his heirs and assigns, declares that said property described in Attachment "A" from and after the date of recording of this Declaration in the Office of the Clerk of the Circuit Court in and for Broward County, Florida, shall be subject to each and every of the terms and conditions of this Declaration until such time as the same is terminated as by this Declaration provided or is dissolved by operation of law.

III. DEFINITIONS.

The terms used herein shall have the following meanings unless the context otherwise requires:

- (a) Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.
- (b) Association means the entity responsible for the operation of the condominium.
- (c) By-Laws means the by-laws of the condominium association for the government of the condominium, as they may exist from time to time.
- (d) Common elements shall mean all portions of the condominium property not included in the units.
- (e) Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.
- (f) Unit means a part of the condominium property which is to be subject to private ownership. The words "apartment" and "unit" may be used interchangeably herein as the context requires.

IV. NAME AND ADDRESS;

The name by which this condominium is to be identified is RIVERVIEW SOUTH CONDOMINIUM, and its address is 601 S. E. 5th Court, Fort Lauderdale, Broward County, Florida.

V. LAND DESCRIPTION:

The legal description of the land included in this condominium is described in Attachment "A" to this Declaration which by reference forms a part hereof.

RETURN TO
WILLIAM GUNDLACH
1040 BAYVIEW DRIVE
FORT LAUDERDALE, FLA.

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VI.

IDENTIFICATION OF CONDOMINIUM UNITS.

The condominium building shall contain three (3) residential floors. Floor one shall contain nine (9) condominium units. Floors two and three shall contain ten (10) condominium units each, the three floors in combination having twenty-nine (29) condominium units.

The condominium units on the first floor of the condominium shall bear numbers as follows: 101, 102, 103, 104, 106, 107, 108, 109 and 110; on the second floor, the units shall bear the following numbers: 201, 202, 203, 204, 205, 206, 207, 208, 209 and 210; and on the third floor, the units shall bear the following numbers: 301, 302, 303, 304, 305, 306, 307, 308, 309 and 310.

VII.

SURVEY AND PLOT PLAN.

Attached to this Declaration of Condominium as Attachment "B" is a survey of the land and a description of the improvements in which the units are located, sufficient that each unit and the common elements, improvements and appurtenances can be determined by location, dimensions and size.

VIII.

COMMON ELEMENT EXPENSES; COMMON SURPLUS;
VOTING RIGHTS; MAINTENANCE.

A. COMMON ELEMENT EXPENSES; COMMON SURPLUS.

There are twenty-nine (29) condominium apartment units, being of four (4) basic types.

There are six (6) Type "A", two bedroom and one bath apartments, which in combination shall bear 25.62% of the common expenses; there are nine (9) Type "B", two bedroom, one bath apartments, which in combination shall bear 32.04% of the common expenses; there are eleven (11) Type "C", one bedroom, one bath apartments, which in combination shall bear 32.78% of the common expenses; and there are three (3) Type "D", one bedroom one bath apartments, which in combination shall bear 8.57% of the common expenses.

Any two apartments, if vertically or horizontally contiguous, may be joined together to make one large apartment. Such joinder will not in any way alter, for condominium purposes, the number of units in the condominium, nor the common expense, the rights in the common elements and common surplus, or any other right allocable to each individual apartment unit, and such will be construed merely as one owner owning two separate apartments with all rights, duties and obligations applicable and appertaining to each apartment. All such condominium units as are joined together may likewise be separated, but such joinder and separation shall be subject to By-Law requirements of the Condominium Association and such reasonable regulations as may be imposed by the Association.

All condominium apartment units shall bear the common expenses and shall share in the common surplus as follows:

1. Two bedroom, one bath, Type "A" apartments, designated as apartments numbered 101, 110, 201, 210, 301 and 310, shall each bear 4.27% of the common expenses and shall have a 4.27% interest in the common surplus.
2. Two bedroom, one bath, standard Type "B" apartments, designated as apartments numbered 102, 108, 109, 202, 208, 209, 302, 308 and 309, shall each bear 3.57% of the common expenses and shall have a 3.57% interest in the common surplus.

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3. One bedroom, one bath, Type "C" apartments, designated as apartments numbered 103, 106, 107, 203, 205, 206, 207, 303, 305, 306, and 307 shall bear 2.98% of the common expenses and shall have a 2.98% interest in the common surplus.

4. One bedroom, one bath, Type "D" apartments, designated as apartments numbered 104, 204 and 304, shall each bear 3.19% of the common expenses and shall have a 3.19% interest in the common surplus.

All condominium apartments shall share in the use of the common elements of the condominium equally.

B. VOTING RIGHTS.

Subject to the provisions and restrictions set forth in the By-Laws of the Association responsible for the operation of this Condominium, each of the twenty-nine (29) condominium units is entitled to one vote, regardless of its size, or how title is held. Cumulative voting shall not be permitted. Members of the Board of Directors shall be elected by a plurality vote.

C. MAINTENANCE; COMMON ELEMENT MAINTENANCE AND INDIVIDUAL MAINTENANCE.

1. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all portions of the apartment which contribute to the support of the building (excluding, however, interior wall, ceiling and floor surfaces) and including, without intending to limit the same to, outside walls of the building, structural slabs, roof, exterior boundary walls of apartments and load-bearing columns, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the apartment (but excluding therefrom repairs and maintenance of appliances and plumbing fixtures) and all incidental damage caused to be done by the Association in conjunction therewith.

2. The responsibility of the condominium unit owner shall be as follows: to maintain, repair and replace at his expense, all portions of the apartment except the portions of each to be maintained, repaired and replaced by the Association; to perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building; not to paint or otherwise decorate or change any portion of the building not within the walls of the apartment, unless the written consent of the Association is obtained; to promptly report to the Association or its agents any defect or need for repairs, the responsibility for the remedying of which is with the Association, and not to make any alterations in the portion of the apartment or building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Directors of the Association, nor shall any apartment owner impair any easement without first obtaining the written consent of the Association and of the apartment owner or owners for whose benefit such easement exists.

IX. METHOD OF AMENDING DECLARATION OF CONDOMINIUM.

This Declaration may be amended at any regular or special meeting of the unit owners of this condominium called in accordance with an affirmative vote of seventy-five per cent (75%) of all the unit owners of the condominium. The amendment shall be evidenced by certificate executed with the formalities of a deed in proper form for recording and shall include the recording date identifying the Declaration. After the amendment has been passed and approved by the Association, the same shall be recorded in the Public Records of Broward County, Florida, according to law.

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No amendment, addition, alteration, or modification shall change any condominium unit's proportionate share of the common elements, common expenses, common surplus, or voting rights unless upon the same being submitted at an annual meeting of the members one hundred per cent (100%) vote approval of all condominium unit owners was obtained.

In no case shall an amendment, a change or an addition to, or alteration or modification of any condominium document, abrogate, restrict, alter, impair, or in any way or manner affect any right of the Developer, or any right of the Lessor of the leased property (see Section XVI, *infra*), or the original institutional mortgage of any unit as the case may be, as reserved in the Declaration of Condominium, the By-Laws of the Condominium Association, or the Ground Lease, and any attempt to do so shall be null and void.

The Developer shall have the absolute right to appoint a majority of the members of the Board of Directors of the Association until there has been a first sale by the Developer of all apartments in the Riverview South Condominium, unless such right is earlier relinquished in writing by the Developer. The Declaration may not be amended by any vote so as to change or impede these rights. The Developer reserves the right, acting alone, to amend the Declaration at any time prior to the recorded conveyance of any apartment by Warranty Deed to any purchaser.

X. OPERATION OF CONDOMINIUM ASSOCIATION.

This condominium shall be operated by a non-profit corporation named "RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC.", which corporation is herein sometimes called "The Association". The owners of each condominium unit shall automatically become members of RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC. upon recording of a Warranty Deed to condominium unit. Likewise, membership shall automatically terminate upon the cessation of such ownership. No rights shall vest in any person who is in the process of purchasing a condominium unit, either in the unit to be purchased, in the land, in the Association, or in the condominium itself until title to the purchased unit is recorded. There shall be no other membership. The following miscellaneous rights and powers shall apply:

(1) The Association, which is incorporated, shall act through its officers and Board of Directors and shall have all powers granted to it under the several laws of the State of Florida, including by way of illustration and not in limitation, the power to enter leases for lands not owned for and in behalf of the condominium unit owners, the right to contract, to sue and to be sued. Service of process upon the Association shall not constitute service of process upon any unit owner.

(2) No unit owner, except as an officer or member of the Board of Directors of the Association, shall have the authority to act for the Association.

(3) The powers and duties of the Association shall include those set forth in this Declaration, those in the Charter creating the Association, and those set forth in the By-Laws. The general membership shall elect the members of the Board of Directors and the Board of Directors shall elect the officers of the Association.

(4) The Association shall have the irrevocable right to have access to each unit at all times during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

(5) The Association shall have the right to adopt, establish, proclaim and enforce rules and regulations for the use of the condominium units and the common elements and any other property jointly leased by all members acting through the Association as their Agent. The Association shall have the power to enforce the provisions of this Declaration of Condominium and its By-Laws for and in behalf of its members.

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(6) The Association shall have the right to alter and improve the common areas and to assess each unit owner their proportional share thereof.

(7) The Association shall have a lien against any unit for the unpaid portion of properly levied assessments, and shall be entitled to enforce said lien in the same manner as though said lien were a mortgage.

XI. ASSESSMENTS: LIEN AND PRIORITY: INTEREST: COLLECTION.

(1) The Association shall have the power to make and collect assessments and shall maintain accounting records with respect thereto according to good accounting practices which shall be open to inspection by unit owners at reasonable times. 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 owner, the amount of each assessment, the dates and amounts in which the assessment comes due, the amounts paid upon the account, and the balance due.

(2) Common expenses shall include all expenses connected with the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association and any other expenses which shall be incurred by the Association which shall ratably or equally benefit all unit owners.

(3) A unit owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from grantor the amounts paid by the grantee therefor.

(4) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit against which the assessment is made.

(5) Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate provided in the By-Laws, not to exceed the maximum rate allowed by law; and if no rate is provided, then at ten per cent (10%) per annum.

(6) The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, and against the unit owner of such condominium parcel. Such owner shall, in addition, be liable for all costs and reasonable attorney's fees incurred by the Association in the collection of such assessment or enforcement of such lien and the lien shall secure the same. The lien shall be effective from and after the time of its recording in the public records of Broward County, and shall state the description of the condominium parcel, the name of the record owner, the amount due, including a reasonable attorney's fee and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims shall include only assessments which are due and payable when the claim of lien is recorded. Such claims shall be signed and verified by an officer or agent of the Association and completed in a manner which shall entitle them to be recorded. Upon full payment the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien.

(7) Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the unit owner shall be required to pay reasonable rental for the use of the condominium parcel being foreclosed, said

rental being for the period beginning on the day the lien arose and ending on the date litigation is completed, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid in the condominium parcel at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same.

(8) Where a mortgagee, a lien claimant, a pledgee or other purchaser of a condominium unit obtains title to the condominium parcel as a result of a foreclosure brought on such pledge, mortgage or other lien, or by deed in lieu of foreclosure thereof, such acquirer of title, his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel and chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners including such acquirer, his successors and assigns.

XII. LIMITATION ON LIABILITY OF UNIT OWNER.

(1) The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration and the By-Laws.

(2) The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within his house.

(3) Property taxes, special assessments and other taxes and levies which are levied by municipalities, counties and other taxing authorities on the condominium units shall be assessed against the individual condominium unit and not upon the condominium as a whole. Property taxes and special assessments levied upon the common areas shall be allocated and assessed against each condominium unit in the percentage which each shares in the common expenses and surplus. The taxes and special assessments levied against each condominium parcel shall constitute a lien only upon such condominium parcel so assessed and upon no other portion of the condominium parcel.

(4) All provisions of this Declaration relating to a condominium parcel which has been sold for taxes or special assessments shall survive and be enforceable after the issuance of a tax deed or master's deed upon the foreclosure of an assessment, certificate of lien, tax certificate, or tax lien, to the same extent that they would be enforceable against a voluntary grantee or the owner of the title immediately prior to the delivery of the tax deed or master's deed. The restrictions, terms and conditions of this Declaration shall run with the land and hereafter be binding upon all who own or hold hereunder.

XIII. COMPLIANCE AND DEFAULT, NON-ASSESSMENT.

Each unit owner shall be governed by and shall comply with this Declaration, the By-Laws, the Rules and Regulations as promulgated by the Board of Directors from time to time, and the laws of the State of Florida as they may exist from time to time. Failure to do so shall entitle the Association or unit owner to sue for such sums as it may be damaged or to sue for injunctive relief or both. Such actions may be maintained by the Association or in a proper case by an aggrieved unit owner. Such relief shall not be exclusive of other remedies provided by Law. Should the Association prevail in a court of competent jurisdiction against a unit owner for failure to comply with the duties imposed by this Article, such unit owner shall pay all the court costs connected therewith, together with a reasonable attorney's fee as determined by the court.

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XIV. THE CONDOMINIUM PARCEL.

Each condominium parcel shall consist of the condominium unit plus an inseparable and undivided share of the common elements as identified in Attachment "B" to this Declaration. Each condominium unit shall constitute a separate parcel of real property. Each condominium unit, for purposes of this Declaration, shall be deemed to be independent of all other condominium units, but shall be subject to the laws of the State of Florida, this Declaration and the By-Laws and other regulations as applicable. Nothing herein shall in any way or under any circumstances, be construed to authorize, permit or allow a partition of any part of the common elements by any unit owner. The lower and upper limits of each apartment unit are one inch below the upper surface of the concrete floor slab and one inch above the lower surface of the ceiling, respectively. The vertical plane formed one inch inside each boundary wall of the apartment unit shall constitute the side and outer limits of the apartment. Should such an owner of a condominium acquire by purchase an adjoining unit, said owner may be permitted, with the specific written approval of the Board of Directors, reasonable ingress and egress between the units by removal of all or part of the separating wall and such wall shall thereafter be considered an inside wall and not a boundary wall. Likewise, should an owner acquire two condominium units, one above and one below the other, with the specific written approval of the Board of Directors of the Association, the apartments may be joined by one set of stairs and/or one elevator. Such shall not interfere with the structural stability of the building. All expenses connected therewith shall be borne by the owner desiring the alteration. There shall be no common expense in connection therewith. The inside area of the interior walls of each apartment unit are burdened with an easement for the benefit of the other unit owners for purposes of pipes, utilities, wires, cables and other similar items. Removal or rearrangement of such interior walls shall be made only with the written consent of the Board of Directors. Such easement may be waived by the Board of Directors for and in behalf of the condominium unit owner.

No one of the twenty-nine (29) units shall be subdivided or broken down into smaller parts than now exist and any attempt to do so shall be null and void and any conveyance without force and effect. Nor can there be a pledge, mortgage, encumbrance or any other transaction affecting less than the whole unit which will be effective and enforceable. Such attempt will be null and void.

The following easement shall be from each condominium unit owner to the others and to the Association:

(1) Structural Support. Every portion of the unit contributes to the support of the other parts thereof, and, accordingly, each unit is burdened with an easement for structural support for the benefit of each other condominium unit and for the common elements.

(2) Maintenance, etc. Maintenance, repair and replacement easements are granted through each unit, which includes easements for all facilities for furnishing of utility service within the building to units or to the common elements. No apartment owner shall install or allow to be installed any lock, security device or other thing which will or might interfere with such easements rights.

(3) Encroachment. Should any unit encroach upon another or upon the common elements and such be not the result of a deliberate action on the part of the unit owner, or should a common element encroach upon a condominium unit and the same be unintentional, then in either case an easement shall exist from one to the other so long as such encroachment shall naturally exist. Permanent and necessary encroachments resulting from reconstruction or repair shall not constitute a claim or cause of action in favor of one owner upon whose property such encroachment exists.

XV. GENERAL CONDITIONS, COVENANTS AND RESTRICTIONS.

(1) The owner of each unit of Riverview South Condominium shall occupy and use such condominium units as private dwellings for himself and the members of his family and social guests and for no other purpose including business purposes. If title to the condominium unit be taken in the name of a corporation, the officer approved for occupancy shall, for the purposes of this Declaration, be assumed to be the owner. No children under the age of sixteen (16) shall be permitted to reside in any of the units or rooms thereof of this condominium, except that such children may be permitted to visit and temporarily reside for a period not to exceed thirty (30) days in any one hundred and twenty (120) day period in any condominium unit. Reasonable rules covering the behavior of children shall be made and enforced by the Board of Directors. Should any minor living on the premises consistently violate such rules, this shall be considered a nuisance and proper legal remedy may be taken under paragraph XIII above, or any other section of this Declaration or the laws of the State of Florida. One dog weighing no more than fifteen (15) pounds when full grown, or one domestic cat or a maximum of two small birds may be kept by the owner of each condominium apartment. A unit owner shall not keep any other pet or animal in his apartment without the written consent of the Board of Directors. Decision and action by the Board of Directors in granting or withholding written consent in any case shall not constitute a precedent as to other owners. Dogs must be kept under leash at all times when taken outside of the unit and shall be "walked" away from the building and grounds. Dogs, cats, or other pets shall be carried in arms in the corridors and the elevator. If a pet becomes a nuisance to a majority of the unit owners living on either side of, across the hall from, above and below the owner of such pet, then upon written application from such majority to the Board of Directors, the Board of Directors shall order the permanent removal of the pet from the building. The unit owner will not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property or obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises or otherwise, nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property. No clothes lines or similar devices shall be allowed on any portion of the condominium property, including the common elements. No change or alteration of any kind shall be made on the exterior portion of the condominium by a unit owner, including by way of illustration, installation of awnings, air conditioning units, TV or radio antennas, wiring, paint or otherwise. Exterior glass in the color as provided by the Developer shall be maintained by all owners. All windows shall have draw drapes to cover them. Draw drapes facing the outside shall be white or silver backed. There shall be no venetian blinds, plantation shutters, or other window devices used in the window either alone or in conjunction with drapes. Roll shades may be used, but when used, must be white on the side exposed to outside viewing. No unit owner shall alter or modify any structural parts of the unit without the specific written approval of the Board of Directors. Approval may be granted for alterations by the Board of Directors of non-loadbearing interior partitions of units upon a certification of safety by a competent registered engineer. All costs included or connected with such approval and alteration shall be borne by the unit owner seeking the change. No signs shall be displayed in or upon any portion of the condominium property by any person or corporation without the written consent of the Board of Directors, provided, however, that until a first sale of all the condominium units be made, the Developer may erect reasonable signs on the common elements to aid in sales promotion of unsold units and for directional purposes.

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(2) There shall be no improper, immoral or unlawful use made of the premises, nor shall there be any violation of any zoning ordinances or other governmental regulations applying to the condominium units or the condominium.

(3) Liens, Suits, Mortgages, Foreclosures.

Each unit owner will notify the Board of Directors of all encumbrances against his unit, including any mortgages, liens or suits filed or threatened against his unit. In the event of a foreclosure of any mortgage, lien or other encumbrances on a condominium unit, or in the event of a threatened sale of the condominium unit as a result of an unlawful levy, the Association, acting through the Board of Directors, shall have the right, at any time after the Order of Foreclosure is entered by a Court of Competent jurisdiction or after actual levy by the Sheriff, but prior to the public sale thereof, to redeem the condominium unit for and in behalf of the unit owner for the amount decreed by the Court to be owing, including costs and attorney's fees, and the condominium unit owner shall simultaneously convey by appropriate Warranty Deed his interest therein to the Association upon payment by the Association of such sum to the Court. The condominium unit owner shall by such transfer waive any and all rights in and to any monies which the condominium Association shall obtain upon the resale of said unit over and above the Court purchase price, if such be the case. If the Association does not exercise its right prior to public sale to pay off the indebtedness against the property and receive a Warranty Deed, such right shall expire. Nothing herein shall be construed as limiting the Association from bidding and purchasing at the public sale, however, even after the expiration of its rights above set forth.

(4) Leasing or Sale of Unit; Right of First Refusal.

Condominium unit owners may lease their apartments only in accordance with this paragraph. No condominium unit shall be leased for a period less than sixty (60) consecutive days nor more than three hundred sixty-five (365) consecutive days. In all instances, the condominium unit owner, as Lessor, shall submit to the Board of Directors such reasonable information as the Board of Directors shall require about the Lessee prior to the time that a lease is signed on the condominium unit. If the Condominium Association shall, for any reason, disapprove and reject the proposed Lessee where approval is required, the unit owner shall not lease to such person or persons, but shall have the right to submit another bona fide Lessee for approval to the Condominium Association in the same manner. Should the Condominium Association again disapprove the proposed Lessee, the unit owner shall have the right to submit a third Lessee for approval together with the proposed lease. If the Condominium Association shall disapprove the third proposed bona fide Lessee, the Condominium Association must exercise the right to rent the condominium unit from the unit owner, upon the same terms and conditions as set forth in the lease presented with the third proposed Lessee, or else, failing to enter such lease within ten (10) days from submission of such third proposed Lessee, together with the proposed lease and reasonable information submitted therewith, the third proposed Lessee shall be automatically approved. If the Condominium Association leases the unit from the unit owner, it shall have the right to assign the rental right or to sub-lease to any party whom it may approve, and the unit owner shall honor such assignment, or sub-lease in the same manner as though the unit owner had assigned or subleased. Lessee shall, by written agreement executed simultaneously with any lease, agree to abide by all the rules and regulations of the Association. A violation of any rule by Lessee is tantamount to a violation by Lessor. The Association reserves the right to terminate any lease as owner's agent for such violation as may occur. Nothing herein shall be construed to prevent a Lessor from leasing his condominium unit to a Lessee for a period of time in excess of one (1) year, but before a Lessee shall occupy a leased condominium unit for an extended term beyond one year, the Board of Directors shall re-approve said Lessee's application for occupancy.

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Each unit owner grants to the Association the right of first refusal to purchase the condominium unit on the terms and conditions as hereinafter set forth, excepting only in case of an inter-family transfer within the first degree of affinity. Each time and so often as a unit owner shall desire to sell and shall receive a bona fide offer for the same, the unit owner shall first give the Association notice in writing of such offer to purchase, the notice to set forth in detail the terms and conditions of the offer, and shall include a certified copy of the written offer from the bona fide prospective Lessee or purchaser, together with the name, address, age, occupation and size of family to be living in the unit of the prospective Lessee or purchaser. An offer of purchase shall not be considered bona fide unless accompanied by a deposit of at least ten per cent (10%) of the purchase price. The notice shall be delivered to the senior officer of the Association present in the condominium, by registered mail, return receipt.

If the Association desires to exercise its option to purchase upon the same terms and conditions as set forth in the offer of purchase, it shall notify the unit owner of such by registered mail, posted within ten (10) days after receipt of the Association's registered notice as afore provided. Thereafter, the Association shall complete the transaction to purchase in accordance with the terms and conditions of the bona fide offer. The Association has the right to assign the purchase right to any party whom it may have approved and the unit owner shall honor such assignment in the same manner as though the Association were exercising the purchase right.

Any attempt or action taken by a unit owner to avoid or to attempt non-compliance with the terms and conditions of this Declaration shall be construed as voidable at the election of the Association, and the Association shall, within ninety (90) days after a Lessee or purchaser shall have obtained a lease or deed in an improper manner, bring an action at the expense of the unit owner to cancel the same. In absence of action taken within said ninety (90) days, such will be construed to be a waiver of the right to object and thereafter the Lessee or purchaser shall be entitled to full occupancy and other rights associated with his title status.

If the Association shall take no action to exercise its right to first refusal, then the unit owner shall be entitled to complete, with automatic approval of the Board of Directors its lease or sale in accordance with the bona fide offer as originally presented to the Association. This procedure shall be repeated so often and so long as the unit owners shall lease or sell.

Notwithstanding the above, the right to approve Lessees and the right of first refusal to purchase or lease does not apply:

(a) At a foreclosure sale of an institutional mortgage, or to a voluntary conveyance by a mortgagor to an institutional mortgagee to avoid a foreclosure. Nor does it apply to a lease or sale made by a mortgagee who has acquired title through foreclosure to a bona fide purchaser or lessee for value after the first offering of the same to the Condominium for purchase or lease upon the same terms and conditions as available to the bona fide purchaser or lessee, or:

(b) To the Developer of the condominium, as it is understood that the Developer shall have the unrestricted right to lease any condominium unit or units to any one until the first sale of said unit is made, and to make the first sale of each condominium unit, unrestricted, without notifying any one, getting the approval of any one, or giving the Association or its assigns any first right of refusal.

(c) To a Lessor who leases any property to the Association under which lease, directly or indirectly, the unit owner has pledged his apartment as security for his portion of the rental due, should there be a foreclosure on the condominium apartment to enforce the pledge or should there be a voluntary conveyance to Lessor to avoid such foreclosure.

(5) Developers Rights on Board of Directors.

The Developer has reserved the right, until (a) the Certificate of Occupancy has been issued by the proper governmental issuing authority, and (b) twenty-five (25) units have had a first sale and there are at least twenty (20) persons living in the condominium units, and (c) the building has been continuously occupied for at least six (6) months, to appoint all of the members of the Board of Directors of the Association. Such persons need not be unit owners in the condominium. The Developer shall have the right to change its appointees from time to time as it shall choose. After such time the Board of Directors shall all be unit owners.

XVI. LEASE OF CERTAIN LAND AREAS; EXECUTION OF DESIGNATION OF AGENT; and PLEDGE OF CONDOMINIUM APARTMENT AS SECURITY FOR LEASE PERFORMANCE.

The Condominium Association, through its original Board of Directors and officers, and as Agent for all present and future condominium unit owners, has or will acquire a ninety-nine year leasehold interest in and to the land situate, lying and being in Broward County, Florida, described in Attachment "C" appended to the Declaration and by reference made a part hereof. These lands will not be submitted to condominium ownership. A copy of the ninety-nine year lease entitled "Ground Lease", which will be recorded in the Public Records of Broward County, Florida, is attached hereto as Attachment "D".

It is specifically recognized and understood that some or all of the persons who are the original officers and/or directors of the Condominium Association, as the Lessee (Tenant), are agents or employees of the Developer or the Owner, and, therefore, at the same time are, directly or indirectly, the "Lessor" (Landlord) under the said Lease. Such circumstances shall not and cannot be construed or considered as a breach of the officers' or directors' duties to the Association nor ground or reason to invalidate in whole or in part such long term leasehold interest. Said Lease may not be amended, revised, or modified unless the Lessor, in writing, consents to any change or modification of the Lease; and any expression of such change will be executed between the Association and the Lessor with the formality required for deeds and duly filed among the Public Records of Broward County, Florida. Each individual condominium unit owner, his heirs, successors and assigns shall be bound by the Lease to the same extent and effect as if he had executed the Lease for the purposes therein expressed. Each individual unit owner, as a condition of ownership of the condominium unit, shall, at the time of acquiring his unit: (1) execute "Designation of Agent; Ratification of Lease; and Pledge of Condominium Apartment as Security for Lease Performance", a copy of which is attached hereto as Attachment "E", and by reference made a part hereof; (2) adopt, ratify, confirm and consent to the execution of the Lease by the Association as Lessee; (3) covenant and agree to perform each and every of the covenants, promises and undertakings to be performed by apartment owners, in the cases provided therefor in said Lease; (4) ratify, confirm, approve and assume each and every provision thereof, including rental reserved thereunder, to be reasonable and acceptable; and, (5) shall agree that persons

acting as Directors and officers of the Association in the acquisition and execution of such Lease have not breached any of their duties and obligations to the Association or to the unit owners. The act of the Board of Directors and officers of the Association in acquiring and execution of such Lease is hereby ratified, confirmed, approved and adopted; and it is acknowledged that the Association is authorized, empowered and directed as unit owners' agent, to fully effectuate, ratify, adopt and execute said Lease, and to fully carry out the terms and conditions thereof. The provisions of this section shall be deemed to be covenants running with the land of the Condominium until the Lessor shall declare otherwise; shall remain as such and shall be in full force and effect during the term of said Lease, whether or not the Condominium be sooner terminated. Whenever any of the provisions of said Lease and this Declaration shall be in conflict, the provisions of the Lease shall be controlling.

The Association is designated as the irrevocable Agent of each unit owner, to do and perform any act or thing required of the apartment owner in said Lease and to execute all documents to effectuate all the provisions of the Lease. Lessor will subordinate Lessor's rights in and to Lessee's apartment, as pledged, to the operation and effect of an institutional mortgage executed by Lessee as is set forth in Paragraph XXIX of the Ground Lease, attached to this Declaration as an exhibit. Nothing herein shall be construed to cause any unit owner to become liable for any other unit owner's obligation under the Lease. Rental payments, although they may be collected simultaneously with the common expenses, shall not be construed as common expenses. For tax purposes only, the value of the fee in the leased land described in Attachment "C" shall be assessed by the Broward County Tax Assessor directly to the owners of the condominium units in the same percentage that each unit shall bear the common element expenses as set forth in Article VIII of this Declaration. The Tax Assessor is directed to add to the tax statement of each condominium unit such additional tax as here determined and to bill the combined total to the unit owner in one tax statement. This procedure shall not be construed to create in any unit owner an interest of any kind whatsoever in the leased land other than that as established under the Lease, but shall be deemed to be for convenience only.

XVII. INSURANCE.

Insurance on condominium units and common elements and on any properties leased by the Association for and in behalf of the unit owners of the Condominium shall be carried and maintained by the Association for and in behalf of the condominium unit owners, the Association, the Lessor of any property leased to the Association, and, where applicable, the mortgagee. The Association shall carry casualty insurance on all units and on all common elements, and on leased property, in the maximum insurable amount, as annually determined by the insurance carrier, such casualty insurance to cover fire, windstorm and extended coverage, including standard hazards and perils, plus, where available, water damage, vandalism and malicious mischief. Also, the Association shall carry landlord and tenant public liability and property damage insurance in the minimum amounts of \$500,000/\$1,000,000.00 covering all condominium units, common elements and leased property, Workmen's Compensation insurance shall be carried, if applicable, together with all other necessary coverages as recommended

by the Board of Directors or the insurance carrier. The cost of the insurance shall be a common expense.

All policies of casualty insurance covering the condominium units, the common elements and leased property shall have a loss payable clause drawn in favor of an Insurance Trustee, and any proceeds of any loss shall be paid to such Trustee, or its successors, for the use and benefit of the Association and the unit owners, the Lessor, where applicable, and the unit owners' mortgagees, if any. The Association is the acknowledged Agent for all unit owners for the purpose of negotiating and settling all claims against the insurance company, and, accordingly, is authorized to execute in behalf of the unit owners in favor of any insurer releases after settlement. The Association shall select as a Trustee any national banking institution in Broward County, Florida, having assets in excess of Twenty Million (\$20,000,000.00) Dollars. The Association shall select insurance companies carrying only the highest rating and having local representatives in Broward County, Florida.

The sole duty of the Trustee is to receive the proceeds of the casualty insurance and to hold them for the benefit of the Association, the unit owners, the unit owners' mortgagees, if any, the Lessor, where applicable, or other beneficiaries with an insurable interest, and to disburse as hereinafter set forth. The Trustee shall be liable only for its willful misconduct, bad faith or gross negligence as to the money in its possession. The Trustee shall receive just compensation for its services and such is hereby designated a common expense to be divided ratably, in their various percentages, among the unit owners.

Upon a loss being sustained by the condominium under any coverage, the Association shall first furnish the Trustee with a list of all unit owners and their mortgagees, if any, and with the name of any other person having a beneficial interest in the policy, and with the percentage interest of participation in the common elements of each unit owner. Such list shall be current and shall be certified as correct by the President of the Association. Thereafter the Association shall obtain three competent appraisals by contractors authorized to do business in Broward County, Florida, as to the cost of repair. The Association shall then negotiate and settle the insurance claims with the insurance company and have the insurance proceeds paid to the Trustee.

No mortgagee shall have the right in its mortgage to require or to elect to apply the insurance proceeds to the reduction of any mortgage or mortgages, unless it be the excess of insurance payments over the replacement cost of the damaged unit, and then only after the unit is fully repaired.

In the event of loss or damage to a condominium unit where the proceeds are paid to the Insurance Trustee for such loss or damage, the Association shall enter a written contract with a reputable contractor authorized to do business in Broward County, Florida, for repair of the damaged unit. The contract for repair shall be with the approval and consent of the unit owner. The damaged unit shall be returned to the same condition it was in prior to sustaining the damage, all of which shall be in accordance with the plans and specifications of Peggy Burggraf, Architect, as modified by written approval of the Association. The

Association shall certify to the Trustee the amount of money required to rebuild the unit and if there is a lack of money in the Trustee's hands to pay for such repairs, the difference shall be supplied by the Association and such difference shall be borne by and assessed to all of the condominium unit owners as a common expense. If the insurance proceeds are sufficient for such repairs or are in excess of the amount needed, the Association shall have the unit repaired and any coverage shall be paid to the Association. The Insurance Trustee, prior to and during reconstruction, shall disburse monies from his trust only for repairs and only upon the written requisition of the Association. All monies shall be paid by the Trustee for repairs directly to the contractor, who shall furnish to Trustee releases of liens for all monies paid. Contractor shall furnish a performance and payment bond on all repairs costing in excess of Five-Thousand (\$5,000.00) Dollars. Trustee, after receipt of a release of lien, shall not be liable for the proper application of the insurance funds.

In the event of a loss or damage to the common elements, whether real or personal, and the damage is covered by casualty insurance, the proceeds thereof shall be paid to the Insurance Trustee to cover such loss or damage and shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of repair, or replacement, or reconstruction of the common elements and the condominium units which are damaged, then such excess insurance proceeds shall be paid by the Insurance Trustee to the Association for the use and benefit of all unit owners. If it should appear, however, that the insurance proceeds covering the loss are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, then the Board of Directors shall allocate the repairs of the common elements first from the insurance proceeds and thereafter make and collect an assessment from all owners as a common expense, so that the sum on deposit with the Insurance Trustee shall be sufficient to completely pay for the repair, replacement and reconstruction of the common elements and the condominium units which may be damaged.

In all cases, the Association shall furnish to the Insurance Trustee a written contract for repair of the condominium units damaged and/or the common elements. Each condominium unit and common elements shall be repaired and replaced, from time to time, in accordance with the original plans and specifications, or as such plans have been modified by written consent of the Association from time to time. The Insurance Trustee shall disburse the money from the trust upon written request by the Board of Directors of the Association, and only upon receiving simultaneously with a disbursement, a release of lien covering each payment made. The contractor shall join with the Board of Directors of the Association in making payment requisition from the Insurance Trustee. The Insurance Trustee shall not be liable for the application of the monies paid pursuant to such requisition after release of lien is obtained therefor.

In the event that a loss should be sustained on leased property and the same is covered by casualty insurance, the proceeds shall be paid to the Insurance Trustee; and the repairs, reconstruction and replacement thereof shall be conducted in the same manner as though there was a loss to a common element. Any assessment necessary to increase the insurance proceeds to a sum sufficient to provide an adequate repair shall be apportioned among the condominium unit owners in accordance with their common expense ratio and percentage.

In the event of a loss or damage to personal property belonging to the Association and the proceeds are paid to the Association, the Association shall replace such damaged property unless it shall determine it to be in the interest of the condominium not to make a replacement, at which time the Association shall distribute such insurance proceeds proratedly among all of the condominium unit owners or their mortgagee or mortgagees, as their interests may appear, in accordance with their participation in the common expense.

SEE 4109 PAGE 367

XVIII. TERMINATION.

(1) All of the unit owners, acting jointly, may terminate the condominium by an instrument drawn to such effect duly and properly executed and recorded, provided, however, that such termination shall not be effective until the holders of all mortgages, pledges, or other encumbrances affecting any of the condominium parcels join therein and consent and agree thereto in writing by such duly recorded instrument, and that agreement be reached by all such owners and holders of mortgages, liens, pledges or other encumbrances as to the transfer of their claim to the unit against which the lien, mortgage, pledge or encumbrance exists.

(2) Upon the termination of the Condominium, the condominium property shall be deemed to be owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall be the same percentage which each such owner bears in the common expenses. Such termination shall not, however, lessen, reduce or affect the liability for rental or the pledge of each condominium unit as security for lease performance. (See Attachment E).

(3) Following termination, the property may be partitioned and sold upon the application of any apartment owner. If the Board of Directors, following a termination, by not less than a three-fourths vote, determines to accept an offer for the sale of the property, each apartment owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale and upon the consummation thereof shall be discontinued by all parties thereto. Notwithstanding the above, a sale, partition or other action shall not cause a release of the condominium property from the operation and effect of the pledge of the apartment as security for the lease as set forth in Attachment "E", "Designation of Agent: Ratification of Lease; and Pledge of Condominium Apartment as Security for Lease Performance".

(4) The members of the Board of Directors acting collectively as Agent for all apartment owners, shall continue to have such powers as granted under the condominium law, notwithstanding the fact that the Association itself may be dissolved upon a termination.

(5) The termination of the Condominium shall not bar the creation of another Condominium affecting the same property.

XIX. INTENT.

It is the intent of the Developer to create a Condominium pursuant to Chapter 711, Florida Statutes, 1967 and pursuant to the common laws of the State of Florida as they may exist on the date this Declaration is filed. In the event that the condominium herein created by this Declaration shall fall in any respect to comply with Chapter 711, Florida Statutes, 1967, then the common law as the same exists on the filing date of said Declaration shall control. Therefore, the Condominium hereby created shall be governed in accordance with the several laws of the State of Florida, this Declaration, the By-Laws attached hereto as Attachment "F", and all other instruments and exhibits attached to or made a part of this Declaration of Condominium.

XX. COVENANTS RUNNING WITH THE LAND.

All provisions of this Declaration of Condominium and all attachments thereto shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every apartment owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound thereby.

SEE 4129 PAGE 868

IN WITNESS WHEREOF we have executed this Declaration

this 5th day of January ~~1970~~ 1970.

Witnesses:

William A. Johnson
 William A. Johnson

Hazel M. Gordon
 As to William A. Johnson and
 Veronica F. Johnson, his wife

Veronica F. Johnson
 Veronica F. Johnson, his wife

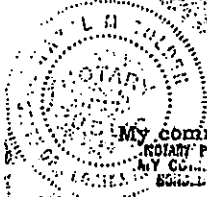
William A. Johnson
Hazel M. Gordon
 As to Arliss J. Hill

Arliss J. Hill
 Arliss J. Hill

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared
 WILLIAM A. JOHNSON and VERONICA F. JOHNSON, his wife, to me
 known and known to me to be the persons who executed the foregoing instru-
 ment, and they acknowledged to and before me that they executed the same
 freely and voluntarily for the purposes therein stated.

WITNESS my hand and official seal at Fort Lauderdale, Broward
 County, Florida, this 5th day of January 1970.



Hazel M. Gordon
 Notary Public

My commission expires:
 NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES JUNE, 22, 1973
 Should this time be mentioned

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared
 ARLISS J. HILL, to me known and known to me to be the person who executed
 the foregoing instrument, and she acknowledged to and before me that she
 executed the same freely and voluntarily for the purposes therein stated.

WITNESS my hand and official seal at Fort Lauderdale, Florida
 this 5th day of January 1970.

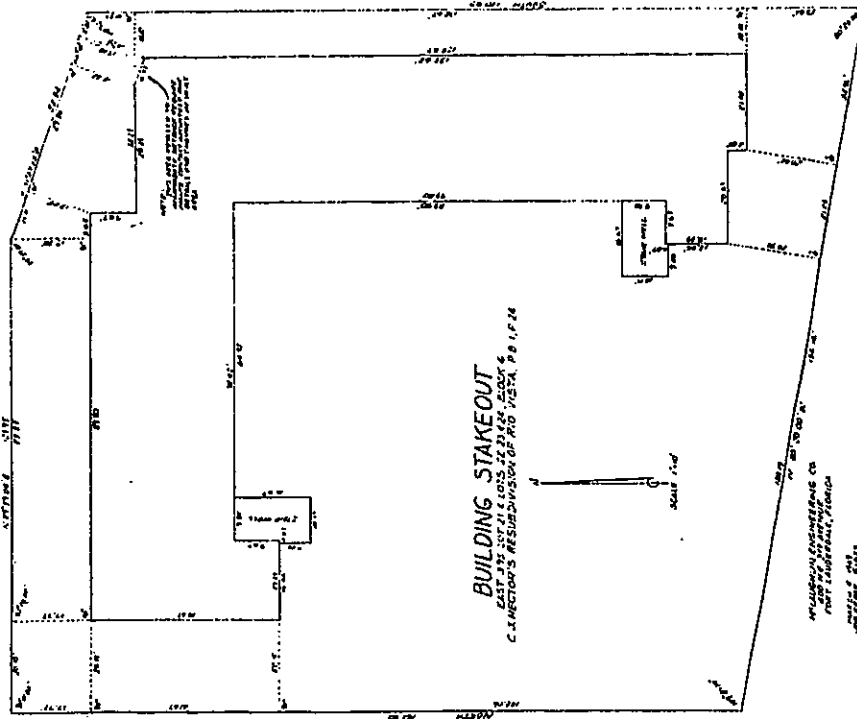
Hazel M. Gordon
 Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES JUNE, 22, 1973
 Should this time be mentioned

SEE 4109 PAGE 859

**ATTACHMENT A - A PART OF THE DECLARATION OF CONDOMINIUM
OF RIVERVIEW SOUTH CONDOMINIUM**



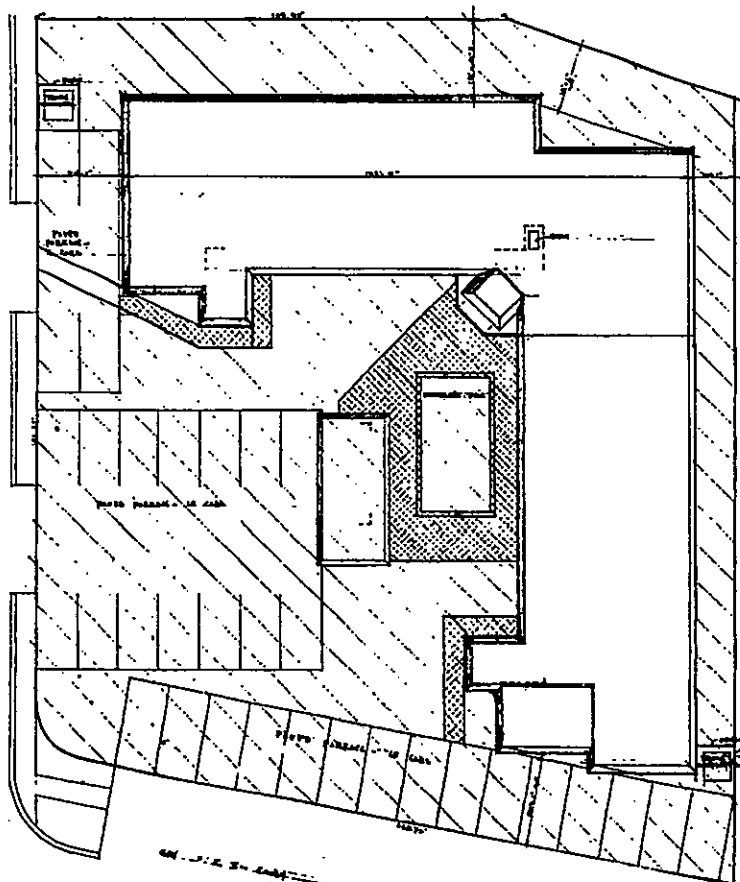
**DESCRIPTION OF PROPERTY TO BE DEEDED
TO CONDOMINIUM OWNERSHIP.**

All of Lots 22, 23 and 24, together with the East 3.95 feet of Lot 21, each lot being in Block 6, C. J. Hector's Resubdivision of Rio Vista, according to the plat thereof recorded in Plat Book 1, Page 24 of the Public Records of Broward County, Florida, less the following portions thereof:

Beginning at the Northwest corner of the said East 3.95 feet of Lot 21; thence North 89 degrees 59' 00" East along the North lines of said Lots 21, 22, and 23 a distance of 103.95 feet to the Northwest corner of said Lot 24; thence South 71 degrees 07' 10" East along the North line of said Lot 24, a distance of 52.84 feet to the Northeast corner of said Lot 24; thence due South along the East line of said Lot 24 a distance of 170.65 feet to the Southeast corner of said Lot 24; thence North 80 degrees 20' 00" West along the South line of said Lots 24, 23, and 21, a distance of 156.16 feet; thence North along the West line of the said East 3.95 feet of Lot 21, a distance of 105.80 feet; thence South 61 degrees 20' 21" East a distance of 32.82 feet; thence due East a distance of 23.13 feet; thence due North a distance of 15.67 feet; thence due East a distance of 39.78 feet; thence due South a distance of 7.77 feet; thence South 45 degrees 00' 00" East a distance of 9 feet; thence due East a distance of 7.77 feet; thence due South a distance of 64.36 feet; thence due West a distance of 11.67 feet; thence due South a distance of 12.17 feet; thence due East a distance of 7 feet; thence due South a distance of 12.67 feet; thence due East a distance of 4 feet; thence due South a distance of 23 feet; thence due North a distance of 136.67 feet; thence due West a distance of 34.25 feet; thence due North a distance of 9.67 feet; thence due West a distance of 91.50 feet; thence due South a distance of 43.67 feet; thence North 61 degrees 20' 21" West a distance of 21.77 feet to a point on the said West line of the East 3.95 feet of Lot 21; thence due North along the said West line a distance of 50 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

ATTACHMENT B, Page 1 of 6 pages - A PART OF THE DECLARATION OF CONDOMINIUM
OF RIVERVIEW SOUTH CONDOMINIUM



CERTIFICATE.

I hereby certify that this plot plan truly and accurately reflects the location of the condominium building with reference to the lot lines, the recreation area, the parking areas and ingress and egress areas.

Dated: Mar. 24, 1968

I, Margaret R. Burggraf,
 being of the County of CLAY, State of FLORIDA,
 do hereby certify that the above is a true and correct
 copy of the original as the same appears in my records.
 My commission expires on 12-31-70.

NOT A PLOT PLAN

Margaret R. Burggraf
Peggy Burggraf, Architect
 Certificate of Registration # 2457
 State of Florida

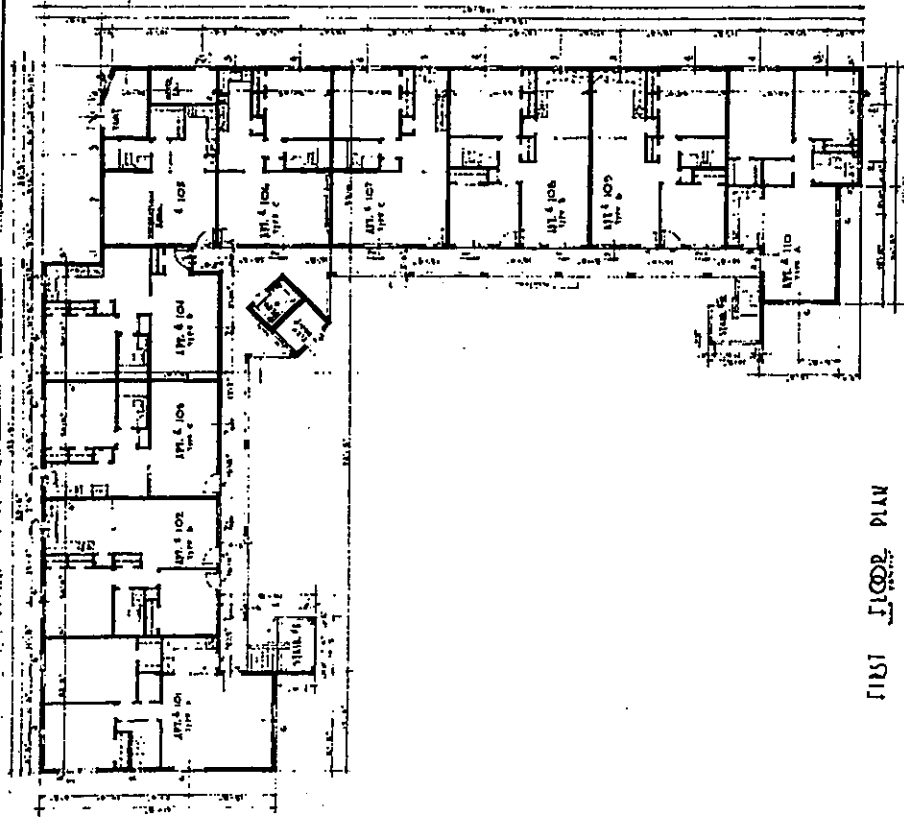


RIVERVIEW SOUTH
 100 S. W. 1st Ave.
 Miami, Florida

REC-4109
 MAR 28 1968

ATTACHMENT B, Page 2 of 6 pages - A PART OF THE DECLARATION OF CONDOMINIUM
OF RIVERVIEW SOUTH CONDOMINIUM

FIRST FLOOR PLAN



FIRST FLOOR PLAN

Notes: The first floor, sometimes designated as the ground floor, contains the elevator, the elevator equipment room, meter room, vault, recreation and meeting room, stairs, plus nine condominium units, being numbered 101, 102, 103, 104, 106, 107, 108, 109 and 110, all as illustrated. All portions of the first floor not contained within the apartment units are common areas. The ground or first floor apartments have a lower elevation of zero feet, eleven inches and an upper elevation of ten feet, three and one-half inches. All elevations are based on finished grade level equals zero. Boundary walls are as shown.

CERTIFICATE: This floor plan of the first floor of the RIVERVIEW SOUTH CONDOMINIUM sets forth in accurate dimension the size, shape and location of all facilities on such floor and is an accurate representation thereof.

Dated Nov. 24, 1969

Peggy Burgrat

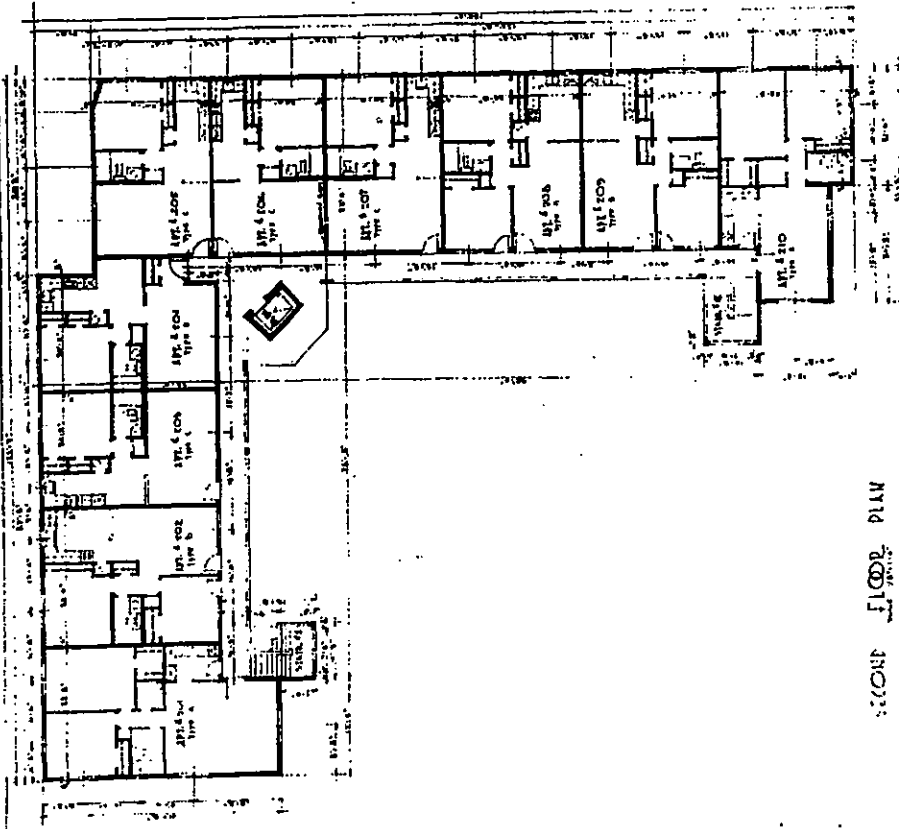
Peggy Burgrat, Architect
Certificate of Registration # 2275
State of Florida

RIVERVIEW SOUTH

4109 PAGE 873

**ATTACHMENT B, Page 3 of 6 pages - A PART OF THE DECLARATION OF
CONDOMINIUM OF RIVERVIEW SOUTH CONDOMINIUM**

SECOND FLOOR PLAN



SECOND FLOOR PLAN

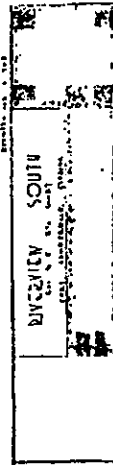
Notes: The second floor contains ten condominium apartment units, being numbered 201, 202, 203, 204, 205, 206, 207, 208, 209 and 210. All portions of the second floor not contained within the apartment units are common areas. The second floor apartments have a lower elevation of eleven feet, one and one-half inches and an upper elevation of twenty feet, six inches. All elevations are based on finished grade level equals zero. Boundary walls are as shown.

CERTIFICATE: This floor plan of the second floor of the RIVERVIEW SOUTH CONDOMINIUM sets forth in accurate dimension the size, shape and location of all facilities on such floor and is an accurate representation thereof.

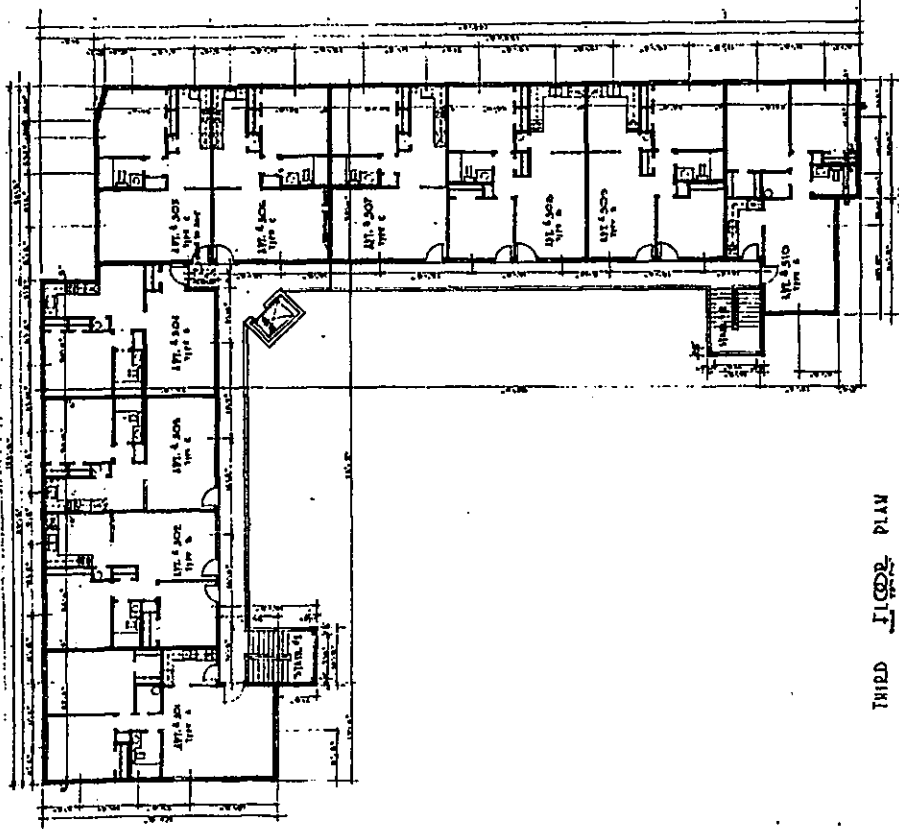
Dated: Apr. 24, 1968

Margaret S. Burggraf

Peggy Burggraf, Architect
Certificate of Registration #
2273
State of Florida



ATTACHMENT B, Page 4 of 6 pages - A PART OF THE DECLARATION OF
CONDOMINIUM OF RIVERVIEW SOUTH CONDOMINIUM



THIRD FLOOR PLAN

THIRD FLOOR PLAN

Notes: The third floor contains ten condominium apartment units, being numbered 301, 302, 303, 304, 305, 306, 307, 308, 309 and 310. All portions of the third floor not contained within the apartment units are common areas. The third floor apartments have a lower elevation of twenty-one feet, four inches and an upper elevation of twenty-eight feet, two inches. All elevations are based on finished grade level equals zero. Boundary walls are as shown.

CERTIFICATE: This floor plan of the third floor of the RIVERVIEW SOUTH CONDOMINIUM sets forth in accurate dimension the size, shape and location of all facilities on such floor and is an accurate representation thereof.

Dated: Nov. 24, 1967

Myer L. Burggraf
Myer L. Burggraf, Architect
Certificate of Registration #2274-1
State of Florida

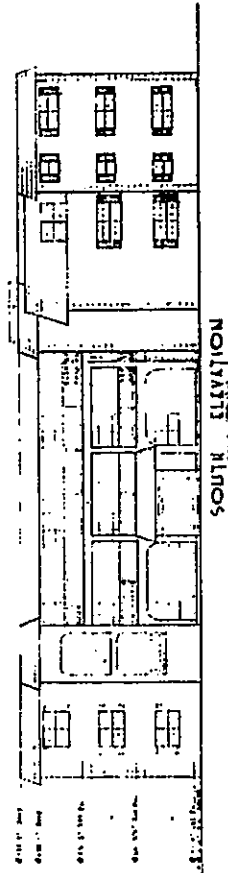
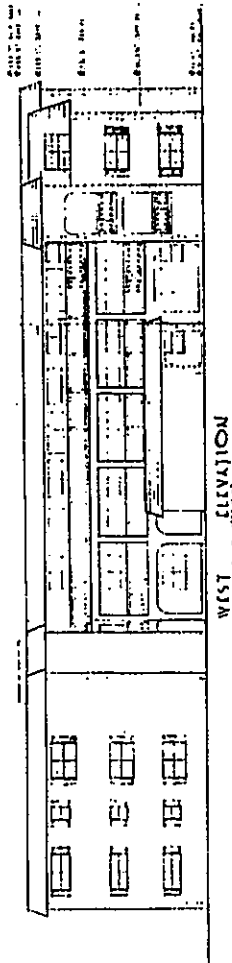


RIVERVIEW SOUTH
CONDOMINIUM

ATTACHMENT B, Page 5 of 6 Pages - A PART OF THE DECLARATION
OF CONDOMINIUM OF RIVERVIEW SOUTH CONDOMINIUM

WEST AND SOUTH ELEVATIONS

Note: All elevations shown here are measured from finished grade level = zero.



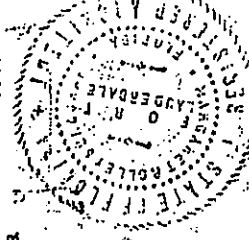
CERTIFICATE: The West and South elevations accurately reflect the exterior portions of the building and locate the horizontal floor divider planes.

Dated Nov. 22, 1968

Myra L. Burg

Peggy Burg, Architect
Certificate of Registration #2275
State of Florida

OFF 4100 PAGE 875

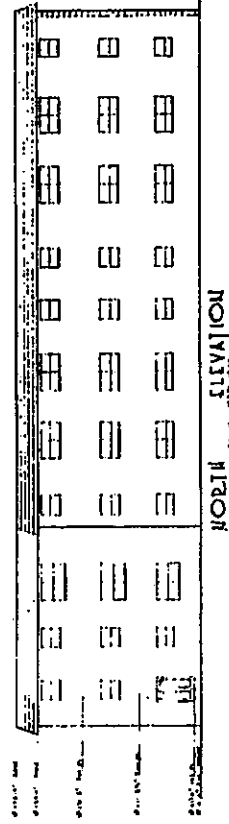
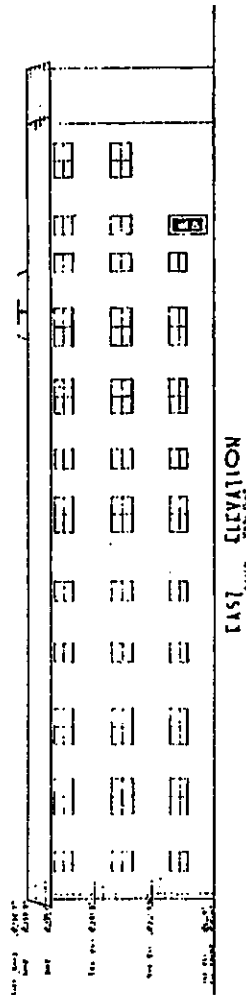


RIVERVIEW SOUTH

**ATTACHMENT B, Page 6 of 6 pages - A PART OF THE DECLARATION
OF CONDOMINIUM OF RIVERVIEW SOUTH CONDOMINIUM**

EAST AND NORTH ELEVATIONS

Note: All elevations shown here are measured from finished grade level = zero.



CERTIFICATE: The East and North elevations accurately reflect the exterior portions of the building and locate the horizontal floor divider planes.

Dated Nov 24 1964
Margaret R. Burgral
Peggy Burgral, Architect
Certificate of Registration
State of Florida

OFF
REC'D
4109-876



RIVERVIEW SOUTH
CONDOMINIUM


CERTIFICATE OF ARCHITECT.

Peggy Burggraf, Architect, 1427 N. E. 26th Street, Wilton
Manors, Fort Lauderdale, Florida, does hereby certify as follows:

(1) That I am the architect for RIVERVIEW SOUTH CONDOMINIUM
building, being authorized to practice in the State of Florida and have a
Certificate of Registration No.

(2) That the wording of the Declaration of Condominium of
RIVERVIEW SOUTH CONDOMINIUM, together with the attachments thereto
as exhibits, and specifically Exhibit "B", pages 1 through 6, is a correct
representation of the improvements described and that there can be deter-
mined therefrom the identification, location, dimensions and size of the
common elements and of each unit.

Peggy Burggraf
Peggy Burggraf, Architect
Certificate of Registration No. 2875
State of Florida



Date: *Nov 24, 1968*

OFF 4109 PAGE 877

400 N. E. 3RD AVENUE
FORT LAUDENDALE, FLORIDA

McLAUGHLIN ENGINEERING CO.
ENGINEERS-SURVEYORS

**ATTACHMENT C - A PART OF THE DECLARATION OF CONDOMINIUM
OF RIVERVIEW SOUTH CONDOMINIUM**

**LEGAL DESCRIPTION - LEASE PROPERTY
RIVER VIEW SOUTH.**

Portions of East 3.95 feet of Lot 21, and portions of Lots 22, 23, and 24, Block 6, C. J. HECTO'S RESUBDIVISION OF RIO VISTA, according to the plat thereof recorded in Plat Book 1, Page 24, of the public records of Broward County, Florida, and being all more fully described as follows:

Beginning at the Northwest corner of the said East 3.95 feet of Lot 21; thence North 89° 59' 00" East along the North lines of said Lots 21, 22, and 23 a distance of 103.95 feet to the Northwest corner of said Lot 24; thence South 71° 07' 10" East along the North line of said Lot 24, a distance of 32.84 feet to the Northeast corner of said Lot 24; thence due South along the East line of said Lot 24 a distance of 170.65 feet to the Southeast corner of said Lot 24; thence North 80° 20' 00" West along the South line of said Lots 24, 23, 22, and 21, a distance of 156.16 feet; thence North along the West line of the said East 3.95 feet of Lot 21 a distance of 105.80 feet; thence South 61° 20' 21" East a distance of 32.82 feet; thence due East a distance of 23.13 feet; thence due North a distance of 15.67 feet; thence due East a distance of 39.78 feet; thence due South a distance of 7.77 feet; thence South 45° 00' 00" East a distance of 9 feet; thence due East a distance of 7.77 feet; thence due South a distance of 64.36 feet; thence due West a distance of 11.67 feet; thence due South a distance of 12.17 feet; thence due East a distance of 7 feet; thence due South a distance of 12.67 feet; thence due East a distance of 20.67 feet; thence due South a distance of 4 feet; thence due East a distance of 23 feet; thence due North a distance of 136.67 feet; thence due West a distance of 34.25 feet; thence due North a distance of 9.67 feet; thence due West a distance of 91.50 feet; thence due South a distance of 43.67 feet; thence North 61° 20' 21" West a distance of 21.77 feet to a point on the said West line of the East 3.95 feet of Lot 21; thence due North along the said West line a distance of 50 feet to the Point of Beginning.

Said lands situate, lying, and being in Broward County, Florida, and containing 16,783 Square Feet more or less.

10-22-69
D.F.B.

G-3586

FIELD BOOK No. _____
JOB ORDER No. _____

DRAWN BY _____
CHECKED BY _____

REC 4109 PART 878

7

80-343054

AMENDMENT TO GROUND LEASE

THIS Amendment to Ground Lease is made and entered into this 15 day of August, 1980, by and between WILLIAM A. JOHNSON and ARLISS J. HILL, here designated and hereinafter referred to in the singular as "Lessor", party of the first part, and _____, hereinafter called "Lessee", party of the second part. This Amendment to Ground Lease is made for the benefit of the parties, their heirs, personal representatives, successors and assigns; and for convenience, reference is made to the Lessee in the singular number and neuter gender.

W I T N E S S E T H:

WHEREAS, Lessor is the owner of certain property more fully hereinafter described, and

WHEREAS, Lessee has heretofore, through its agent, RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, entered into a Ground Lease covering the property described in Exhibit "A", attached hereto and by reference made a part hereof, which Lease is dated January 5, 1970 and is recorded in Official Records Book 4109 at Pages 912 through 931 of the Public Records of Broward County, Florida, and

WHEREAS, said Lease continues in full force and effect and is in good standing, and

WHEREAS, Lessee and Lessor desire to amend the terms and conditions of said Lease as is more fully hereinafter set forth, and in doing so, agree to ratify and confirm said Lease as being a valid, existing and binding instrument between all parties hereto,

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter mentioned to be performed by the respective parties hereto, and the payment of the rental hereinafter designated to be paid by the Lessee, it is agreed by and between the Lessor and Lessee as follows:

1. The parties hereto acknowledge the validity and enforceability of the Ground Lease heretofore entered into by and between the Lessor and RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC., as Lessee, which Ground Lease is recorded in Official Records Book 4109, at Pages 912 through 931 of the Public Records of Broward County, Florida, and which Lease covers the property described in Exhibit "A" attached hereto.

NOV 20 PM 2 04

RE 9255 REC 982

The parties acknowledge that said Lease is in full force and effect; that the rents thereunder are current; that the Lessee has no defenses, claims or set-offs against the Lessor under said Lease by reason of the terms and conditions thereof, or by reason of any laws or decisions of the State of Florida now in force and effect; that all claims, demands and causes of action which the parties have or may have had against the other under any court decisions or laws of the State of Florida, are hereby extinguished, merged, terminated, waived and satisfied; that the Lessee and Lessor are each represented by legal counsel, have been fully advised of the terms and conditions and the force and effect of this Amendment, and recognizing, understanding and comprehending the same, both parties nevertheless have freely, voluntarily and willingly, without force, coercion or duress, whether through peer pressure, economic pressure or otherwise, entered into and executed this Amendment.

2. The terms and conditions of the Ground Lease recorded in Official Records Book 4109 at Pages 912 through 931 of the Public Records of Broward County, Florida, as hereinabove identified, shall remain in full force and effect except as herein modified. The modifications, alterations and amendments are as follows:

A. Article I, entitled "Term", is hereby deleted in its entirety and there is substituted in its place and stead, the following:

ARTICLE I.

TERM:

This Lease shall begin at twelve o'clock noon on January 5, 1970 and shall terminate on July 1, 2030.

B. Article III, entitled "Rent", is hereby deleted in its entirety and there is substituted in its place and stead, the following:

ARTICLE III.

RENT:

The Lessee shall pay to the Lessor an annual rental of Seven Hundred and Twenty Dollars (\$720.00), payable in four (4) equal quarterly installments of One Hundred and Eighty Dollars (\$180.00) on January 1st, April 1st, July 1st and October 1st of each year during the term hereof. Each quarterly installment shall be paid in advance.

SEE 9255 PAGE 983

This rent shall be constant rent during each quarter and during each year of the Lease and shall not be subject to adjustments by the Consumer's Price Index or any other index. Rent during the entire term of this Lease shall be a constant Sixty Dollars (\$60.00) per month or One Hundred and Eighty Dollars (\$180.00) per quarter, and Seven Hundred and Twenty Dollars (\$720.00) per year.

C. There shall be a new Article, Article III-A, entitled "Delivery of Title", which shall include Article III "Rent" in the Lease. Article III-A shall read as follows:

ARTICLE III-A.

DELIVERY OF TITLE:

On June 1, 2030, or sooner should the Lessor and all Lessees agree, Lessor shall convey fee simple title to the property described in Exhibit "A" to RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC. and shall simultaneously therewith execute an instrument acknowledging termination of this Lease. Delivery of the fee simple title by Lessor to the RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC. shall be without any additional consideration other than that which has been paid pursuant to the terms and conditions of this Lease and all other Leases covering the property described in Exhibit "A". The RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC. shall pay all expenses attendant to such conveyance, including abstracting, title insurance, if any, stamps on the deed, recording costs, costs of preparation of the instrument of conveyance and all other expenses of every kind, type and description incident thereto, saving and excepting only the Lessor's attorney's fees which shall be paid for by the Lessor.

D. Article XXX, entitled "Notices", is hereby amended by deleting the address of the Lessor at 2816 Northeast 27th Street, Fort Lauderdale, Florida, and substituting in the place and stead thereof, Apartment 702, 1009 North Ocean Boulevard, Pompano Beach, Florida 33062 and 11616 West North Avenue, Wauwatosa, Wisconsin 53226.

E. There shall be a new Article XXXIII to the Lease which shall be entitled, "Miscellaneous". Said Article shall read as follows:

ARTICLE XXXIII.

MISCELLANEOUS:

1. The Lease executed on the 5th day of January, 1970 and recorded in Official Records Book 4109 at Pages 912 through 931 of the Public Records of Broward County, Florida, which this Amendment alters, changes and amends, was drawn and entered into by and between WILLIAM A. JOHNSON and ARLISS J. HILL, Lessors and RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, as Lessee. The Lessee and Lessor acknowledge that RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC., as Lessee, entered the Lease as the agent for all owners of condominium units in the RIVERVIEW SOUTH CONDOMINIUM and that said Lessee thereafter acted as agent for all subsequent condominium unit owners in RIVERVIEW SOUTH CONDOMINIUM. The "real party in interest Lessee", "the individual Lessee", "the purchasing Lessee", or words of similar import as used in the Lease, refer to the individual unit owner or individual apartment owner in the RIVERVIEW SOUTH CONDOMINIUM. RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC. is not executing this Amendment. Each condominium unit owner as the "real party in interest" will execute it. There will, therefore, be twenty-nine (29) individual amendments to the original Lease, each amendment being identical, but each amendment being executed by a different condominium unit owner in the RIVERVIEW SOUTH CONDOMINIUM. Notwithstanding the fact that each condominium unit owner is executing a separate amendment to the Lease, each condominium unit owner shall designate the RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC. as its agent to perform under the terms and conditions of said Lease, in those areas where the Lease requires a unity of performance. Each condominium owner agrees that it will pay its individual rent to the condominium association and will direct the condominium association to collect all said rents at no expense to the Lessor and to quarterly deliver to the Lessor the rents collected, with an accounting stating who has and who has not paid the rent. The RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC., as the Lessee's agent, shall aid the Lessor in every manner and way possible to help collect the rent for the Lessor. However, it shall not be the obligation of the RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC. to bring action against any Lessee who shall fail to pay rent as is provided in this Amendment. It shall be the Lessor's obligation to pursue such remedies as provided for in the Lease against each individual delinquent Lessee. Any and all expenses incurred by the Lessor

REF 9255 PAGE 985

in collecting rents or in enforcing the terms and conditions of the Lease shall be borne and paid for in full by the delinquent or defaulting Lessee, including all Court costs, attorney fees, appellate costs, deposition costs, etc.

2. This Lease Amendment shall be effective as of July 1, 1980 and rental beginning July 1, 1980 shall be at the rate of Sixty Dollars (\$60.00) per month, One Hundred Eighty Dollars (\$180.00) per quarter and Seven Hundred Twenty Dollars (\$720.00) per year, notwithstanding the fact that this Amendment has been entered into after July 1, 1980.

In all other respects, the Lease as executed on the 5th day of January, 1970 and recorded in Official Records Book 4109 at Pages 912 through 931 of the Public Records of Broward County, Florida, is hereby ratified and confirmed and remains in full force and effect.

WITNESSES:

[Signature]
[Signature]
as to William A. Johnson

[Signature] (SEAL)
William A. Johnson
Lessor

WITNESSES:

[Signature]
[Signature]
as to Arliss J. Hill

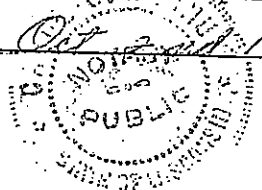
[Signature] (SEAL)
Arliss J. Hill
Lessor

STATE OF Wisconsin
COUNTY OF Milwaukee

BEFORE ME, the undersigned authority, personally appeared WILLIAM A. JOHNSON, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to and before me that he executed the same freely and voluntarily for the purposes therein specified.

WITNESS my hand and official seal, at Milwaukee, Wisconsin, this 30th day of September, 1980.

My Commission Expires:

Oct 2nd 1983


[Signature]
Notary Public
Carol J. Hennum

GROUND LEASE

70- 1585

THIS LEASE, made and entered in the City of Fort Lauderdale, County of Broward and State of Florida, on this 5th day of January, 1970, by and between WILLIAM A. JOHNSON and ARLISS J. HILL, herein designated and hereinafter referred to in the singular as "Lessor", party of the first part, and RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, herein called "Lessee", party of the second part. This Lease is made for the benefit of the parties, their heirs, personal representatives, successors, and assigns; and for convenience, reference is made to them in the singular number and neuter gender.

WITNESSETH:

WHEREAS, Lessor is the owner of certain property more fully hereinafter described, and

WHEREAS, Lessee is desirous of leasing from Lessor said property,

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter mentioned and to be performed by the respective parties hereto, and the payment of the rental hereinafter designated to be paid by the Lessee, in accordance with the provisions of this Lease, the Lessor has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto the said Lessee, its successors and assigns, that certain property situate, lying and being in Broward County, Florida, as is more specifically described in Exhibit "A" attached hereto and by reference made a part hereof. The same being the land upon which some of the condominium recreational facilities will be located.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise incident or appertaining, together with the rents, issues and profits thereof (save and except the rents and other amounts due to the Lessor and owner by the Lessee herein) unto said Lessee, for a term of years as is hereinafter set forth in Paragraph I of this Lease.

Lessee states and Lessor acknowledges that Lessee is entering this Lease as Agent for the present owner of all the condominium units in the Riverview South Condominium and that the said Lessee will also act as Agent for all future condominium unit owners from the time of closing following a sale of each unit. The Riverview South Condominium papers are recorded in Official Records Book _____ Pages _____ of the Public Records of Broward County, Florida. The rental liability of the owner of each condominium unit is established in Article III below. The percentage of liability for the other covenants in the Lease for which each unit owner is responsible, other than rentals, is set forth in Exhibit "B" attached hereto. No condominium unit owner is liable nor responsible for any other condominium unit owner's payments under the Lease. Each condominium unit owner's apartment is pledged as security for his performance under this Lease.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

ARTICLE ITERM:

This lease shall be for a term of ninety-nine (99) years, and shall begin at twelve o'clock noon on January 5, 1970, and, as aforesaid, shall continue for ninety-nine (99) years thereafter until twelve o'clock noon on the last day of the ninety-ninth year.

RETURN TO
WILLIAM GUNDLACH
1040 BAYVIEW DRIVE
FORT LAUDERDALE, FLA.

70 JAN 6 PM 1:33

REC-4109 JAN 9 1970

ARTICLE II.POSSESSION AND TITLE:

Lessor covenants and agrees that it is possessed of the fee simple title to the above described property, and it assures Lessee of quiet and peaceful possession against all persons whomsoever, except persons claiming under, by or through the Lessee, and subject to the rights which may exist by reason of zoning restrictions, easements, limitations, restrictions or covenants of record, taxes and special assessments, and the rules, regulations, and restrictions of RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC. Possession of the leased premises shall be delivered to the Lessee on the day the term of the Lease shall begin.

ARTICLE III.RENT:

The Lessee shall pay to the Lessor an annual rental in four equal quarterly installments being payable in advance. As the Lease does not begin on a calendar quarter, the first quarter's rent shall be prorated so that the Lessee shall pay only for the remaining days in the quarter, then upon the beginning of the next calendar quarter, a full rental installment shall be due and payable in advance. The Lessor waives rental payment on each condominium unit until there has been a first sale thereof.

Each Type "A" and "B" apartment will pay a rental of \$32.50 per month, or \$97.50 quarterly. Type "C" and "D" apartments will pay a rental of \$27.50 per month, or \$82.50 quarterly. The combined or collective annual rental will be determined by adding the sum of the individual monthly rental payments and multiplying by twelve. The result shall be the rental figure which will thereafter remain constant except where expressly adjusted or changed by the terms of the Lease.

On June 1, 1975, and at the end of each fifth year thereafter during the term of this Lease, the collective annual rental, and each individual condominium unit owner's rental, shall be adjusted either upward or downward, as the case may be, and it shall thereafter become such sum of money as is equivalent to the purchasing power of the annual rental as set forth above as of the months of January, February and March, 1970. The purchasing power shall be measured by the average of the index numbers of the retail commodity prices for the months of January, February and March immediately preceding the date of adjustment. The new annual rental shall be determined by multiplying the annual rental as above formulated by the average of the index numbers of retail commodity prices for the months of January, February and March of the year in which the adjustment is made, and dividing the result by the average of the index numbers for the months of January, February and March, 1970. The index numbers to be employed are the index numbers of the Retail Commodity Prices designated as "Consumers' Prices Index - All Items (1957-59=100)" prepared by the Bureau of Labor and Statistics of the United States Department of Labor. Any publication by either the United States Department of Labor or the United States Department of Commerce in which such index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving this Lease without further proof of authenticity. In the event the United States Department of Labor ceases to prepare and publish such retail commodity index numbers, the adjustment of rents thereafter shall be in accordance with the most closely comparable commodity index as determined by agreement of Lessor and Lessee, and in the absence of such agreement, then as determined by arbitration in accordance with the existing rules of the American Arbitration Association. Once the rental is adjusted during any given five year period, said rental shall continue during the five year period. Adjustments upward or downward shall be effective June 1, 1975, and on June first of each fifth year thereafter, and the rental as determined shall be paid for a full sixty (60) months during each five year period.

ARTICLE IV.TAXES AND ASSESSMENT.

In addition to the rent hereinabove specified and as a further part of the consideration to be furnished by the Lessee, and as additional rental for the term demised, the Lessee covenants and agrees with the Lessor that the Lessee will, during the full term of this Lease, promptly pay all taxes of every kind and description, including by way of illustration and not limitation, sales or use taxes on rents, and real estate taxes, together with all charges and assessments, whether special or general (including specifically all special assessments and liens for public improvements imposed subsequent to the date that the term of this lease begins), and other impositions and liens for public improvement, and in general, all taxes, tax liens, general obligations or liens in the nature of taxes which may be assessed, imposed or levied against the rent here agreed to be paid, the premises, including the land and all buildings, fixtures and improvements which may be hereafter placed thereon, including all taxes which are assessed by any and all governmental authorities (city, town, county, federal, special drainage, school or other taxing agencies, authorities or districts or otherwise), together with any interest, penalties or other charges which may accrue thereon, provided that in the event any of said taxes or assessments are payable according to the terms of their imposition in installments, then the Lessee shall have the right to pay the same as such installments fall due. The parties intend that the obligation to pay all of said taxes and charges, as enumerated in this paragraph, and as herein imposed upon the Lessee, shall extend to and include all taxes and charges assessed for or accruing after a complete and final Certificate of Occupancy is issued for RIVERVIEW SOUTH CONDOMINIUM Building. Taxes and other charges shall be paid by the Lessee prior to their due date each year in which levied. Lessee covenants and agrees that it will pay all taxes and assessments for the last full calendar year of this Lease.

In case the Lessee shall fail, refuse or neglect to make any or either of the payments in and by this Article required, then the Lessor may at Lessor's option, and without its constituting a waiver of the default thus occurring in the Lease, pay the same, and the amount or amounts of money so paid, including reasonable attorney's fees and expenses which might have been reasonably incurred because of or in connection with such payment, together with interest on all such amounts at the rate of ten per cent (10%) per annum, shall and will be paid by the Lessee unto the Lessor, upon demand by the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though said amount were an installment of rent specifically required by the terms of this Lease to be paid by the Lessee unto the Lessor upon the day when the Lessor demands the repayment thereof or the reimbursement thereof and from the Lessee.

The parties intend that any temporary extension by tax collecting authorities, or by ordinance, or by statute of the due or delinquency date of taxes, shall not accrue to the benefit of the Lessee, but the Lessee shall, in any event, pay taxes no later than their normal due date in the year in which levied, and at no time later than the delinquency date, whichever is earlier.

ARTICLE V.ACCEPTANCE OF PREMISES AND TITLE.

By the execution of this Lease, Lessee hereby accepts the title to the hereinabove described and leased property. Lessee warrants that it is familiar with the zoning ordinances, subdivision restrictions, if any, and such other statutes, both federal, state, county, municipal or otherwise, or things which may in any way affect said property.

Lessee, in acquiring this Lease, has done so as a result of a personal inspection of the premises, and no oral representations of any kind made by Lessor, and not incorporated in this instrument shall be binding upon Lessor and Lessee, this Lease containing the full embodiment of the Lessor's and Lessee's agreement.

ARTICLE VI.

CONSTRUCTION.

Lessee shall not in any other manner improve the premises by the addition of any other improvement or structure whatsoever without the specific approval and concurrence by the Lessor.

No structure or improvement, once constructed after approval, may be demolished or altered or in any way diminished in value by the Lessor or any person claiming hereunder, except in accordance with the provisions of the Article hereinafter contained which is captioned "DEMOLITION CLAUSE", and any attempt to demolish or diminish the size and value of such shall constitute a violation of this Lease unless done in accordance with the provisions of said "DEMOLITION CLAUSE".

ARTICLE VII.

LESSEE TO CARRY LIABILITY INSURANCE.

Lessee covenants and agrees that Lessee will pay all expenses necessary to keep and maintain in good order, condition and repair, all structures and improvements now or hereafter situated on the demised premises, which property is subject to the Lessor's lien hereunder. Lessee agrees to save and keep the Lessor free and harmless from any and all damage and liability occasioned by the use of said premises and shall indemnify and save harmless the Lessor from and against any loss, cost, damage and expense arising out of and in connection with any building and improvements upon said premises and out of any accident causing injury to any person or property whomsoever or whatsoever and due directly or indirectly to the use or occupancy of said premises; and the Lessee covenants and agrees to provide or cause to be provided fully paid-up policies of insurance generally known as public liability policies and/or owners', landlord and tenant policies, insuring the Lessee and the Lessor against all claims and demands made by any person or persons whomsoever for injuries received in connection with the use, operation and maintenance of the property or the improvements and structures located thereon to the extent of not less than Five Hundred Thousand Dollars (\$500,000.00) to cover the claim or damage from any single or specific cause, by any one person, and to the extent of not less than One Million Dollars (\$1,000,000.00) to cover, in connection with any one particular accident or occurrence, the total aggregate of any claims that may arise or be claimed to have arisen against the Lessor as aforesaid. Lessee agrees to adjust the minimum coverage above referenced at the time and in direct proportion to any rental increase as set forth and established pursuant to Article III above.

Whenever, under the provisions of this Lease, policies of insurance are required to be issued or maintained by the Lessee, Lessee shall cause the original of such policies or certificates of the issuance thereof to be delivered to the Lessor as evidence of the compliance by the Lessee with the terms and provisions of this instrument, except where the terms of any mortgage require that said policies be held by the mortgagee, the Lessee shall furnish Lessor a conformed copy of the policies.

ARTICLE VIII.FIRE, WINDSTORM AND CASUALTY PROVISIONS: RELATED INSURANCES.

The Lessee does hereby covenant and agree with the Lessor that Lessee will at all times during the term of this Lease insure or cause to be insured (1) any and all buildings or improvements that may be built or placed upon said demised premises, and (2) Lessee's condominium unit which is pledged to Lessor to secure Lessee's performance hereunder, in good and responsible insurance companies authorized to do business in the State of Florida, and approved by the Lessor or any mortgagee then holding a mortgage encumbering the demised premises, for protection against all loss or damage by windstorm or fire and other casualty, to an amount that will be sufficient to prevent co-insurance on the part of the Lessor or Lessee, and all policies issued and renewals thereof shall be payable in the event of loss to the Lessor and the mortgagee, if any, as their interests may appear, provided, however, that Lessee's liability for insurance costs shall be limited by Lessee's percentage interest in this Lease. In the event of the destruction of said structures or improvements or said personal property by fire, windstorm, hurricane, or other casualty for which insurance money shall be payable, such insurance money shall be paid to an Insurance Trustee as provided for in the Declaration of Condominium of RIVERVIEW SOUTH and shall be used for the reconstruction or repair, as the case may be, of any improvement or structure damaged or destroyed by fire, windstorm, hurricane or other casualty for which the insurance money was payable. The Insurance Trustee shall pay out from the insurance proceeds from time to time, on the estimates of any architect or requisition of any general contractor licensed in the State of Florida selected by Lessee and approved by Lessor, who shall have supervision of such reconstruction and repair, providing the same certifies that the amount of each estimate or requisition is or has been applied to the payment of the reconstruction or repair, and at a reasonable cost therefor, provided further, that it first be made to appear to the satisfaction of the Insurance Trustee that the amount of money necessary to provide for the reconstruction or repair and refurbishing of any structure or improvement destroyed or damaged as aforesaid, according to the plans adopted therefor, which may be in excess of the amount received upon such policies, has been provided by the Lessee for such purpose and its application for such purpose assured.

The Lessee covenants and agrees with the Lessor that in the event of the destruction or damage of any structure and or improvements, or any part thereof, including seawall and groins, and as often as the same shall be destroyed or damaged by fire, windstorm, hurricane or other casualty and whether or not covered by insurance, the said Lessee shall rebuild and repair the same upon the same general plans and dimensions as before the said fire, windstorm, hurricane or other casualty, or upon such other plans as may be agreed upon in writing by the said Lessor and Lessee respectively, the reconstruction so rebuilt and repaired and the personal property so replaced to be based upon the same value as the building and improvements upon the demised property prior to such damage or destruction, and shall have the same rebuilt and ready for use within six (6) months from the time when the loss or destruction occurred and shall be free and clear of all liens or claims of contractors, sub-contractors, mechanics, laborers and materialmen or the possibility thereof.

If at any time such insurance money comes into the possession of the Insurance Trustee after destruction by fire, windstorm, hurricane or other casualty, and the Lessee is in default in the payment of any rent, tax assessment, lien or other charges which, by the terms of this Lease, has been agreed to be paid by the Lessee, or if such default shall occur during the time said insurance money, or any part thereof, is in the bank account, as aforesaid, then the Lessor shall be entitled to receive from the Insurance Trustee, upon written application therefor, so much of the insurance money as may be necessary to fully pay

or discharge any such sum of money in the payment of which the Lessee is in default, as aforesaid, and this shall be done whenever and as often as any such default shall occur on the part of the Lessee. Nothing herein contained, however, shall be construed as permitting the Lessee to default in the payment of the rentals or other charges herein stipulated to be paid, or in the performance of the other covenants of this Lease, and the Lessor may, at Lessor's option, in case of default in the payment of such rents or other charges, or default in the performance of any other covenant in this Lease, proceed against the Lessee for the collection of such rentals and charges, and recover and take possession of Lessee's interest in and to the premises herein described, in accordance with the provisions of this Lease herein set forth, and without prejudice to its rights to the benefit of such insurance money as security for the payment of such rentals and other charges. Lessee will forthwith reimburse the Insurance Trustee and immediately deposit for the purpose of reconstruction or repair, any amount so paid thereout on account of any default of the Lessee.

It is agreed by and between the Lessor and the Lessee that any excess of money received from insurance remaining with the Insurance Trustee after the reconstruction or repair of such building or buildings, if there be no default on the part of the Lessee in the performance of the covenants herein, shall be paid to the Lessee. In case of the Lessee not commencing the reconstruction or repair of said buildings and prosecuting them continuously to completion and causing such completion to be accomplished within six (6) months after the occurrence of such damage or loss occasioned, as aforesaid, (exclusive of delays caused by strikes, war, fire and other casualty) then the amount so collected or the balance thereof remaining with the Insurance Trustee, as the case may be, shall be paid to the Lessor, and it will be at Lessor's option to terminate this Lease for default resulting from the failure on the part of the Lessee to promptly, within the time specified, complete such work of reconstruction or repair.

ARTICLE IX.

DEMOLITION CLAUSE.

Lessee covenants and agrees that neither leasehold improvements nor Lessee's condominium unit pledged to Lessor to secure Lessee's performance hereunder, once constructed, shall be moved or torn down, in whole or in part, unless Lessee shall first have agreed in writing, in a manner approved by Lessor, to replace or restore the improvement or to repair or replace the portion thereof demolished with others of equal or greater value. Once approval of such is made, no work or demolition shall be commenced until Lessee shall have first furnished the Lessor, and the Lessor shall have approved the plans and specifications, the contract of demolition and reconstruction, and the Lessee shall have an escrow fund sufficient in amount to assure the payment for such work. The Lessee shall also furnish the Lessor with a good and sufficient performance and payment bond with corporate surety, by a surety company authorized to do business as such in Broward County, Florida, and currently listed on the United States Treasury List of Approved Bonding Companies in good standing and conditioned upon the said work of restoration, renovation or replacement being carried through to completion in accordance with the terms hereof, and all bills for work, labor, services and/or materials utilized in said work being paid and waivers of lien therefor procured. The said work, when started, shall be carried through continuously to completion and the time between the starting of the demolition and the completion of the work shall not be longer than twelve (12) months. Nothing herein contained shall be construed as:

(a) Prohibiting Lessee from making repairs, doing ordinary remodeling in order to preserve any structure or improvement which may be located upon the demised or pledged premises or in order to extend or bring the same up to date.

(b) Requiring the Lessor to join in any mortgage in connection with or become liable in any way for any portion of the cost of doing any work of demolition, repair, remodeling or rebuilding.

(c) Relieving Lessee of any rental payment due under this Lease.

ARTICLE X.

FIXTURES AND EQUIPMENT.

It is further understood by and between the parties that during the continuance of this Lease, the Lessee shall take care of and preserve any and all fixtures and equipment installed on the leased premises and in the pledged condominium unit, and will allow the Lessor to check said fixtures and equipment installed on or in the said demised premises and pledged condominium unit; and in the event of termination of this Lease by default, the fixtures and equipment shall belong to and be the property of the Lessor. The provisions hereof apply to the replacement of any such fixtures and equipment; but nothing herein contained shall be construed as depriving the Lessee of the privilege of selling or otherwise disposing of any part of said fixtures and equipment, if simultaneously with such sale and disposal, the Lessee replaces such article so sold and disposed of with other articles of similar utility, and of the same quality and value or greater, as the disposed of articles had when new; nor shall this section of the Lease be so constructed that the natural depreciation and obsolescence loss through use of said personal property will constitute a default hereunder.

ARTICLE XI.

LESSOR'S INTEREST NOT SUBJECT TO MECHANIC'S LIEN.

It is hereby stipulated and agreed by and between the parties hereto that during the demised term, there shall be no mechanic's lien upon the Lessor's interest in the demised land and in the structures and improvements located thereon arising through the act of the Lessee, or any person claiming under, by or through the Lessee, and that no person other than the mortgagee as provided for herein below shall ever be or become entitled to any lien, directly or indirectly derived through or under the Lessee, or through or under any act or omission of Lessee, superior in rank or dignity to that of this indenture reserved to the Lessor upon the lands hereby demised or upon any improvement now or hereafter situate thereon, or upon any insurance policies of insurance money aforesaid, for or on account of any labor or material furnished for any such improvements, or for or on account of any material or thing whatsoever, and nothing in this indenture contained shall be construed in such a way as to contradict this provision in this indenture. All persons furnishing any such labor or material to the Lessee, or to the premises, at the Lessee's order, or at the order of any person dealing directly or indirectly with the Lessee, as well as all persons whomsoever, shall be bound by this provision and by notice thereof from and after the date of this indenture, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look to the Lessee and Lessee's interest only in the above demised land Lessee's interest in all buildings and improvements thereon located, to secure the payment for any bills for work done, or materials furnished or performed during the term hereby granted.

The Lessee shall have no authority to create any lien for labor or material upon the Lessor's interest in the demised premises, and neither the Lessee, nor any one claiming by, through or under the Lease shall have any right to file and place any labor or material lien of any kind or character whatsoever upon the demised premises, and the building and improvements thereon located so as to encumber or affect the title of the Lessor in said land and the buildings and improvements thereon located, and all persons contracting with the Lessee, for the erection, construction, installation, alteration or repair of any building, buildings or other improvements, or for the destruction or removal of any building or buildings upon the demised premises, including furnishings and fixtures and all materialmen, contractors, mechanics and laborers, as heretofore mentioned are hereby charged with notice that as and from the date of this instrument they must look to the Lessee and the Lessee's interest only in and to the demised premises to secure the payment of any bill for work done, or materials furnished, or performed, during the term hereby granted.

The mere filing of a mechanic's or materialman's lien or liens, however, shall not of itself constitute a default hereunder, provided the Lessee, within thirty (30) days after receipt by it of written notice of lien from the lienor or within thirty (30) days after recording of such notice of lien among the Public Records of Broward County, Florida, in the event notice of lien is not served upon the Lessee, shall cause the same to be cancelled, released and extinguished, or the premises released therefrom by the posting of bond, or by any other method prescribed by law, and proper evidence thereof be furnished to the Lessor, and if such lien or liens appear of record, the Lessee shall cause the same to be cancelled, satisfied, and discharged of record. If, however, the Lessee shall dispute the amount or validity of any mechanic's or materialman's lien claimed, or any other claim asserted, the Lessee shall post a bond with the Lessor in the amount of one and one-half times the amount of the lien or claim, and with all due diligence, institute or defend an appropriate action or proceeding in a court or courts of competent jurisdiction upon the cause of action, and shall by injunction, due defense of the suit, or otherwise, prevent any sale or impairment of the title of the Lessor, and shall prosecute or defend such action or proceeding with reasonable diligence to a final determination, and if such suit or defense shall be instituted within said period of thirty (30) days after the time when said lien shall have been filed, then, in such a case, the time reasonably required in the litigation of such action shall be added to the above thirty (30) days time; provided, however, that in any event it shall be the duty of the Lessee after contesting such lien, to cause the said lien to be cancelled, released, extinguished, or adjudicated not to exist, or to cause the premises to be released therefrom by the posting of bond or by any other method prescribed by law at least thirty (30) days before the time when the premises or any interest therein, or the Lessee's interest therein, might otherwise be offered for sale by reason of said lien; and promptly upon relieving the premises of such claim, the Lessee shall have the duty of furnishing the evidence thereof unto the Lessor.

ARTICLE XII.

PAYMENT OF INSURANCE PREMIUMS:

It is further understood and agreed that the Lessor shall in no way be or become liable for the payment of any of the premiums required to be paid for any of the policies of insurance required in and by this instrument to be procured by the Lessee nor shall the Lessor in any way be responsible for the collection or non-collection of any of the proceeds from any of the said policies of insurance.

It is further covenanted and agreed that in case, at any time during the continuance of this indenture, the Lessee shall fail, refuse or neglect, after being given ten(10) days notice by the Lessor to procure or pay for any of the policies of insurance required in and by this instrument to be procured and paid by the Lessee or to keep and maintain the same in full force and effect, the Lessor, at its option (and without such act constituting a waiver of the

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default by the Lessee thus occurring) may procure or renew such insurance; and thereupon, the amount or amount of money paid as the premium or premiums thereon, plus interest at the rate of ten per cent (10%) per annum, shall be collectible as though it were rent then matured hereunder and shall be due and payable in ten (10) days after the date of payment by the Lessor. In absence of Lessee's compliance herewith, Lessor may pursue and avail itself of any of its several remedies reserved unto itself under Article XIX of this lease, or this indenture and the term hereby created may, at the option of the Lessor, be terminated and declared at an end, and all of the rights, estates and interest of the Lessee in such event hereunder shall immediately cease.

ARTICLE XIII.

LAWFUL USE OF PREMISES.

Lessee further covenants and agrees that said premises and all structures and improvements thereon, during the term of this Lease, shall be used only and exclusively for lawful purposes, and that said Lessee will not use or suffer anyone to use said premises or structures thereon for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of the municipality in which it lies. Said Lessee covenants and agrees to save said Lessor harmless from every such violation.

ARTICLE XIV.

COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES.

Lessee covenants and agrees that it will, at its own cost, make such improvements on the premises and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the property, including, by way of illustration and not in limitation, compliance with fire, sanitary, health and safety regulations and zoning and set-back requirements.

ARTICLE XV.

UTILITY CHARGES.

The Lessee agrees and covenants to pay or cause to be paid all charges for water, gas, electricity, and/or public utilities used on or about the said premises, and to pay or cause to be paid the same monthly or as they shall become due.

ARTICLE XVI.

ASSIGNMENT AND ENCUMBRANCE.

A. Lessor's Right to Assign and Encumber. The Lessor shall have the right to assign and encumber its interest to the Lease and to the demised premises as herein provided.

1. Encumbrance by Lessor. The Lessor shall have the right at all times to mortgage and encumber its interests under this Lease and in and to the leased premises; and the Lessee's interest in and to the same shall at all times be subordinate and inferior to such mortgages, provided the Lessee shall at all times have the right to use, occupy and enjoy the demised premises in

accordance with the provisions of this Lease so long as it shall perform all of its promises and covenants as herein provided. The Lessee does hereby agree that it will for itself (and if required by the mortgagees) and/or as Agent for all of the condominium unit owners of the Condominium, and for each of their spouses and for each owner of any other interest in the property of the Condominium, forthwith subordinate its and/or their respective interests in and to the leased premises and this Lease to any such mortgage or mortgages by an instrument of subordination or by joinder as mortgagor in such mortgage as the mortgagee may require, provided that by such joinder the Lessee and/or the individual unit owners for which it shall have acted as Agent shall not assume the obligations of the mortgagor.

2. Assignment. The Lessor may freely assign in whole or in part all or any of its right, title and interest in and to this Lease and the demised premises.

B. Lessee's Right to Assign and Encumber. Lessee shall have the right to assign Lessee's interest in and to this Lease providing the same shall be made only by an instrument of assignment duly signed by all parties in interest, witnessed, acknowledged, notarized and recorded of public record, and only if the Lease at the time of assignment is in good standing and there is no existing default on the part of the Lessee herein, provided, however, that such Assignee shall consent to and be bound by the several terms of this Lease, the Declaration of Condominium and all exhibits thereto, to the same degree and to the same extent as though such Assignee were the original Lessee hereunder. The Lessee shall not have the right to mortgage or otherwise encumber the right, title and interest in and to this Lease or the demised premises.

ARTICLE XVII.

MAINTENANCE AND REPAIRS.

The Lessee agrees and covenants that it will pay all expenses and charges in order to keep and maintain, and replace as necessary when worn out or obsolete, all structures, fixtures and improvements which may at any time be situated on said demised premises during the term of this Lease, and all appurtenances thereunto belonging or appertaining, including by way of illustration but not limitation, all landscaping, sidewalks, steps, the interior and exterior of all structures, in good and substantial repair and in a clean and sanitary condition, and will use, keep and maintain such premises and improvements thereon, as well as the sidewalks in front of and around such building, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all Federal, State, County and City governments or regulating bodies having jurisdiction thereof, and the statutes and the laws of the State of Florida, and of the United States and of any lawful authority applicable to and affecting the same, and will protect and indemnify forever, save and keep harmless the Lessor from and against any loss, costs, damages and expenses occasioned by or arising out of any breach or default in the performance and observation of any provision, conditions, covenants and stipulations in this Lease contained or occasioned by or arising out of any accident or injury or damage to any person whomsoever or whatsoever happening, or done, in or about or upon the said premises or due directly or indirectly

to the construction, tenancy, use or occupation of said premises, or upon the sidewalks adjoining the same by the Lessee or any person or persons occupying, holding or claiming by, through or under it.

ARTICLE XVIII.

NON-INSURED DAMAGE.

The parties hereto have agreed that Lessee will carry the maximum amount of insurance for Lessee's and Lessor's protection; however, should any structure or the improvements placed on the herein leased premises be damaged by a cause or causes not covered by or not available through insurance policies, then in such event, the following provisions shall apply:

(1) If the damage is less than Ten Thousand Dollars (\$10,000.00), Lessee shall immediately and forthwith repair the premises as though the same were a repair occasioned by normal wear and tear, and as covered by the repair and maintenance clause of this Lease.

(2) Should the damage to the premises exceed Ten Thousand Dollars (\$10,000.00), then in such event, Lessee shall within thirty (30) days of the damage, deposit with Lessor a sum of money in cash sufficient to repair all damages, and thereafter Lessee shall actively begin repairs on the buildings and premises, and such repairs shall be diligently continued until completion of all repairs.

ARTICLE XIX.

LESSEE AGENT FOR CONDOMINIUM UNIT OWNERS.

Lessee covenants and agrees with Lessor as follows:

(1) That Lessee has been irrevocably appointed the Agent for the present owner of all the condominium units, and will be irrevocably appointed Agent by each unit owner individually on the date of closing of the purchase of the condominium unit in the condominium from Developer. At the time of the execution of this Lease, the real party in interest to this Lease and for whom Agent, as Lessee, is acting, is the Developer; however, after the sale of the condominium units by Developer to the individual unit owners, the real parties in interest for whom Agent, as Lessee, will act, will be each of the twenty-nine condominium unit owners individually and collectively. Each future unit owner, his heirs, successors and assigns, and the Developer, as the present owner of all of the units and condominium property (a) shall be bound by and will comply with the Lease to the same extent and to the same effect as if each had executed the Lease for the purposes herein expressed, including by way of illustration and not in limitation, the pledging of his condominium unit as security for the performance of this Lease; (b) shall adopt, ratify, confirm, assume and consent to the execution of the Lease by the Association; (c) shall agree that although some or all of the persons who are the original officers and/or Directors of the Condominium Association, as the Lessee, are also employees of the Developer, and, therefore, at the same time, directly or indirectly, the Lessor under said lease, nevertheless the duties and obligations of the officers and Directors of the Association were not breached in the execution of the Lease; and (d) shall agree that the Lease terms and conditions, including the rental, are reasonable and acceptable.

(2) That the Lessee will furnish to Lessor the name of any unit owner who is more than ten(10) days delinquent in payment of any monies due hereunder by such unit owner. To this end, Lessee agrees at all times to make available to Lessor the books and records of Lessee for Lessor's inspection.

(3) That Lessee will obtain from the first owner of each unit, and each and every unit owner thereafter, and will deliver to Lessor upon receipt of same, an executed copy of "Designation of Agent: Ratification of Lease; and Pledge of Condominium Apartment as Security for Lease Performance", as set forth in Attachment "E" of the Declaration of Condominium of RIVERVIEW SOUTH CONDOMINIUM, properly signed by the entity holding title to said condominium unit, witnessed and notarized, the same being given as security for and as a guarantee of payment by the unit owner of all monies, charges, expenses, rents, assessments, taxes, maintenance or other obligations for which such unit owner shall be responsible as his part of this Lease.

(4) That Lessee is acting as Agent for each unit owner and that each unit owner has agreed to be directly liable to Lessor for any default which such unit owner may occasion. Lessee agrees, and all unit owners ratify and confirm that each unit owner shall be responsible for and shall pay his or her portion of the annual ground rental as is set forth for his or her condominium unit in Article III of this Lease and that the condominium unit owner shall be liable for his or her portion of all other monies, charges and expenses payable and cost of living increases (as provided for in Article III, supra) under this Lease in the same proportion as his or her percentage is in the common element expense of RIVERVIEW SOUTH CONDOMINIUM.

ARTICLE XX.

DEFAULT, PART I:

Lessee covenants with Lessor that should a condominium unit owner default in the payment of his or her portion of the rent or fail to pay his or her proportionate part of any monies due under this Lease (as set forth in Exhibit "B"), Lessee will expend every effort to have such unit owner comply with such obligation, but should the unit owner fail to correct said default within fifteen (15) days from the date of the default, Lessor shall enforce its rights hereunder against the defaulting unit owner directly, as though said unit owner were the named Lessee.

Upon default, should Lessor proceed against the condominium unit owner, Lessor shall have the right: (1) to accelerate all rents due by such condominium unit owner during the entire term of the lease, or to accelerate any part thereof, sufficient in Lessor's opinion to provide protection against future default, which shall, upon notice, become immediately due and payable or (2) Lessor shall be entitled to enforce the pledge of the condominium unit executed at the time of the acquisition of the apartment and enter such unit either with or without process of law and take possession, and either at a private or a public sale, with or without order of the Court, sell said apartment to the highest bidder, applying the proceeds of such sale to the debt owed to the Lessor and paying the balance to the Lessee. There shall be no deficiency judgment obtained against the unit owner. In the event that Lessor shall institute collection procedures or foreclosure proceedings against the unit owner's pledged condominium unit, said unit owner shall pay to Lessor all court costs, interest and reasonable attorney's fees incurred or accrued by Lessor.

DEFAULT, PART TWO:

In the event that there shall be a default under this Lease by Lessee, other than not paying rent, Lessor shall notify Lessee of such default in writing and thereafter Lessee shall have fifteen (15) days within which to start such corrective action as may be necessary to remedy the default. Failure of the

Lessee to begin corrective action within fifteen days and to proceed thereafter with dispatch to complete the same shall automatically authorize Lessor to remedy the default and to charge all costs, charges and expenses, both direct and indirect, including attorney's fees, incurred in correcting the default to Lessee or to each condominium unit owner, should Lessor elect, and if charged to the condominium unit owners, then each condominium unit owner shall be liable to Lessor for such part of the total monies expended in the same proportion that each of their common element percentages bears to the whole (see Exhibit "B"). No condominium unit owner shall be liable for any other condominium unit owner's share of the expense. Failure of Lessee to pay the entire charge, or the condominium unit owner to pay its proportional part of the charge, or if it be such a default that more than one condominium owner is in default but still less than all are in default such shall entitle the Lessor to enforce any rights reserved to Lessor in Article XIX above, "Default: Part One".

ARTICLE XXI.

LESSEE'S DUTY TO INDEMNIFY LESSOR AGAINST LITIGATION.

It is mutually covenanted and agreed by and between the parties hereto that in case the Lessor shall, because of Lessee's default hereunder, bring suit against Lessee or should Lessor be made a party to any litigation commenced by or against the Lessee, then in either event Lessee shall pay all costs and reasonable attorney's fees incurred by or assessed against the said Lessor in bringing such suit to enforce the covenants, agreements, terms and provisions of this Lease or in connection with effecting the collection of any rents hereunder, or in requesting or compelling the Lessee, by service of notice, to comply with the terms, covenants, agreements and provisions of this Lease or as may be incurred by Lessor in defending against a suit brought by Lessee or such other person where there has been no default hereunder by Lessor. All such costs and reasonable attorney's fees, if paid by the Lessor, and the rent reserved in this Lease, and all taxes and assessments and the payment of all money provided in this Lease, to be made by the Lessee, shall be and they hereby are declared to be a first lien upon Lessee's condominium apartment as aforesaid and upon all structures and improvements placed upon said demised premises and upon the leasehold interest hereby created, and upon the rent of all buildings and improvements situated upon such premises at any time during said term, subject to the provisions of this Lease respecting the existence or creation of liens which are or will be prior to the lien for rent. In the event that legal proceedings should be instituted against Lessee for alleged default in any of the covenants, agreements, terms and provisions of this Lease, or in connection with effecting collection of any rents hereunder, or in requesting or compelling the Lessee, by service of notice, to comply with the terms, covenants, agreements and provisions of this Lease, and should said litigation terminate in favor of the Lessee or should litigation be involuntarily dismissed by the Lessor, then in such event the Lessor agrees to pay to Lessee's attorney a reasonable attorney's fee for services rendered for the Lessee in such proceeding or proceedings.

ARTICLE XXII.

INDEMNIFICATION AGAINST CLAIMS.

Lessee shall indemnify and save harmless the said Lessor from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this Lease, for any personal injury, loss of life and/or damage to property sustained in or about the demised premises or the buildings and improvements thereon, or the appurtenances thereto or

upon the adjacent sidewalks or streets and from and against all costs, counsel fees, expenses and liabilities incurred in and about any claim, the reasonable investigation thereof relative to any lawsuit or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

ARTICLE XXIII.

CONDEMNATION CLAUSE.

It is agreed that if at any time during the term of this Lease any other part of the demised real estate, or the improvements or structures thereon located, or any portion thereof, be taken or appropriated, or condemned by reason of eminent domain, that there shall be such division of the proceeds and awards in such condemnation proceedings, and such abatement of rent and other adjustments made as shall be just and equitable under the circumstances. If the Lessor and the Lessee are unable to agree upon what division, total abatement of rent and other adjustments are just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court then having jurisdiction of the subject matter in Broward County, Florida, for its decision and the determination of the matters in dispute.

As security for restoring and repairing the premises and improvements, the monies awarded to the Lessee in condemnation shall be deposited and thereafter disbursed in the same manner as has been hereinabove provided in Article VIII with reference to the receipt and disbursement of benefits accruing from the proceeds of fire or windstorm insurance policies; and after the work of repair and restoration is fully completed, free and clear of all liens and encumbrances, the balance, if any, of the said sum remaining shall be paid to the Lessee according to Lessee's interest herein by the Insurance Trustee. If the condemnation results in no physical damage to the building then on the demised premises, then any award to Lessee for Lessee's percentage interest taken shall be paid directly to the Lessee. If the leased premises shall be wholly taken by the exercise of the power of eminent domain, then this Lease shall immediately terminate, but in the event only a portion of the premises is taken, the rent to be paid thereafter shall be revised as set forth hereinabove.

ARTICLE XXIV.

LEASE NOT AFFECTED BY DAMAGE TO PROPERTY.

No destruction or damage to the land or any building or improvements by fire, hurricane, windstorm, erosion, insurrection, riot, war or other casualty or calamity of any kind, character or nature shall be deemed to entitle the Lessee to surrender possession of the demised premises or to terminate this Lease, or to violate any of its provisions, or to cause any rebate or abatement in rent then due, or thereafter becoming due under the terms thereof.

ARTICLE XXV.

DELIVERY OF PREMISES TO LESSOR IN EVENT OF DEFAULT.

As an additional and extraordinary remedy available to Lessor, Lessee covenants and agrees that should a real party-in-interest Lessee default under any of the several terms of this Lease, and Lessor is of the opinion that the remedies available under Articles XIX and XX, Default, Part One and Default, Part Two, respectively, are inadequate or insufficient to provide adequate protection to Lessor, Lessor may elect to terminate this lease as to such defaulting "Lessee-

Owner" (real party-in-interest Lessee) and the "Lessee-Owner" will at once peaceably and quietly deliver and surrender to Lessor all of the demised premises together with such Lessee's pledged apartment and all interest in the condominium including all structures and improvements situated thereon, and all of the fixtures and equipment thereunto belonging in as good state and condition as reasonable use and wear thereof will have permitted, and that all structures, improvements, fixtures and equipment then situate in or upon such premises and belonging to the Lessee shall belong to the Lessor, and that no compensation shall be allowed or paid to the Lessee (real party-in-interest Lessee) therefor.

ARTICLE XXVI.

LIABILITY OF CONDOMINIUM UNIT OWNERS.

Lessee and Lessor acknowledge that each condominium unit owner shall be liable to the Lessor for only his common element expense percentage of all costs, expenses, charges, damages, claims or other monies owed, due or arising in favor of Lessor under this Lease where all condominium unit owners must act in concert with each other for full performance. There are twenty-nine (29) condominium units, the present owners of which, and all future owners, shall covenant and agree with the Lessee, acting as Agent, and with each other, that each and all will comply with the several terms and conditions of this Lease; that each and all will pay the charges on their part to be paid; and that each and all will cooperate with the others and act in concert to fulfill all the terms and conditions hereof. Lessor agrees with Lessee that Lessor shall not look to the condominium unit owners as being jointly liable where money obligations are involved, but shall look simply to each such unit owner for the performance of their monetary obligations hereunder, and a breach of this Lease by one unit owner shall not cause the entire Lease to be in default or the other unit owners to be in default, but such monetary default shall relate only to the particular unit owner in default. Action for such default shall be taken against such defaulting unit owner only. See Article XX "Default, Part Two", for non-monetary defaults and Article XXV for extraordinary defaults.

ARTICLE XXVII.

NET LEASE.

It is understood by and between Lessor and Lessee that the intent and purpose of this Lease is to provide Lessor a net lease rental diminished by not a single expense, liability, claim, demand or encumbrance as a result of the ownership of the herein leased property. To this end and for this purpose, Lessee and Lessor have entered into this Lease.

ARTICLE XXVIII.

LESSOR'S RIGHT OF ENTRY.

The Lessor and the Lessor's agents shall have the right to enter the leased and pledged premises at all reasonable times to examine the condition and use thereof, provided only that such rights shall be exercised in such manner so as not to interfere with the use of said premises; and if the same premises are damaged by fire, windstorm, or by any other casualty which causes the premises to be exposed to the elements, then the Lessor may enter upon the premises to make emergency repairs, but if the Lessor exercised Lessor's option to make emergency repairs, such act or acts shall not be deemed to excuse the Lessee from Lessee's obligation to keep the premises in repair, and the Lessee shall, upon demand of the Lessor, reimburse the Lessor for the cost and expense of such emergency repairs.

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ARTICLE XXIX.PLEDGE OF CONDOMINIUM UNIT; LESSOR SUBORDINATION.

Lessee covenants, for itself and as Agent for and in behalf of Developer, the present owner of all condominium units in RIVERVIEW SOUTH CONDOMINIUM, that each purchaser of a condominium unit shall, as a condition precedent to such purchase, designate Lessee as its Agent hereunder, ratify, assume, confirm and approve this Lease, agree to be bound by and comply with the several terms and conditions thereof, and execute and deliver a pledge of the purchased condominium unit to Lessor as security for the performance of the several terms and conditions of this Lease.

Lessor agrees that should Lessee (real party-in-interest Lessee) at any time desire to place an institutional mortgage on his or her condominium unit, Lessor will and does hereby agree to subordinate and make inferior all Lessor's rights in and to such real party-in-interest Lessee's Apartment Pledge to the operation and effect of such institutional mortgage, providing such mortgage does not exceed seventy-five per cent (75%) of the Developer's original sales price of the condominium unit or of its appraised value at the time of the mortgage, whichever is less, unless otherwise modified by Lessor in writing. Likewise, if the institutional mortgagee who finances the condominium unit acquires title thereto by reason of foreclosure or by deed in lieu of foreclosure as a result of a default in such mortgage, Lessor will subordinate said apartment pledge to the operation and effect of any new mortgage, within the limitations as to the amount as is set forth in this Article, necessary to be placed thereon in order to resell such foreclosed condominium unit. Any purchaser from such institutional lender shall acquire such unit subject to the obligations and restrictions of this article and this Lease, and shall pledge his condominium unit to secure the performance of the terms hereof, all in accordance with the Declaration of Condominium creating RIVERVIEW SOUTH CONDOMINIUM, and its exhibits. Notwithstanding anything herein to the contrary, Lessor agrees that should an institutional lender acquire title to a condominium unit upon which it previously held a mortgage, said acquisition being either by foreclosure or by deed in lieu of foreclosure, so long as said apartment unit shall remain unsold, unoccupied or unrented by said lending institution, all rents due hereunder on said apartment unit shall be waived.

ARTICLE XXX.NOTICES.

Notices as shall be required from time to time under the several terms and conditions of this Lease shall be sent to the Lessor at the following address, unless otherwise notified in writing:

2816 N. E. 27th Street, Fort Lauderdale, Florida

and to the Lessee at the following address, unless notified otherwise in writing:

601 S. E. 5th Court, Fort Lauderdale, Florida

The notices shall be in writing and shall be delivered to the other party either in person or by registered mail addressed to the above addresses, return receipt requested.

ARTICLE XXXI.COVENANTS TO FUND SUCCESSORS, HEIRS AND ASSIGNS.

This Lease shall be binding upon the Lessor, the Association as Lessee, the real party-in-interest Lessees, as individual unit owners, and their heirs, successors and assigns.

ARTICLE XXXII.DEFINITIONS; WORD USAGES.

It is understood and agreed by and between the parties that the use herein of the plural shall include the singular, and the use of the singular shall include the plural; the use of the masculine gender shall include all genders, and the use of the neuter gender shall include all genders; the use of the words "Lessor" and "Lessee" shall include their spouses, if any, their heirs, representatives, successors, grantees and assigns.

The terms "real party-in-interest Lessee", "individual Lessee", "Purchasing Lessee" or words of similar context shall refer to the individual unit owner or the individual apartment owner who is the "real party-in-interest" in the Ground Lease. RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC. as Lessee is only acting as the Agent for said unit owner and as a convenient method of entering this Lease.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed on the day and year first above written.

Witnesses:

[Signature]
[Signature]
 As to William A. Johnson

[Signature]
[Signature]
 As to Arliss J. Hill

[Signature]
[Signature]
 As to Riverview South Condominium Association, Inc.

(Corporate Seal)

STATE OF FLORIDA
 COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM A. JOHNSON, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to and before me that he executed the same freely and voluntarily for the purposes therein specified.

[Signature] (SEAL)
 William A. Johnson

[Signature] (SEAL)
 Arliss J. Hill

LESSOR

RIVERVIEW SOUTH CONDOMINIUM
 ASSOCIATION, INC.
 Agent

By *[Signature]*
 Its Assistant Vice-President

LESSEE

REC 4109 PM 928

WITNESS my hand and official seal at Fort Lauderdale, Broward
County, Florida, this 5th day of January, 1970.

Harold M. Golden
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 22, 1973
BONDED THRU FRED W. DISTENFELD

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared ARLISS
J. HILL, to me known and known to me to be the individual described in and
who executed the foregoing instrument, and she acknowledged to and before
me that she executed the same freely and voluntarily for the purposes therein
specified.

WITNESS my hand and official seal at Fort Lauderdale, Florida,
this 5th day of January, 1970.

Harold M. Golden
Notary Public

My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 22, 1973
BONDED THRU FRED W. DISTENFELD

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared LAWRENCE
URBANEK, to me known to be Assistant Vice-President of RIVERVIEW
SOUTH CONDOMINIUM ASSOCIATION, INC., Agent, and he acknowledged
to and before me that he executed the same freely and voluntarily on behalf
of said Association for the purposes therein expressed and that the corporate
seal thereto affixed is the true corporate seal of said Association and is
affixed under due and proper corporate authority.

WITNESS my hand and official seal at Fort Lauderdale, Broward County,
Florida, this 5th day of January 1970.

Harold M. Golden
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 22, 1973
BONDED THRU FRED W. DISTENFELD

GROUND LEASE EXHIBIT "B"

The percentage of liability for all covenants under the lease for which each unit owner is responsible, other than for rental payments, is as follows:

1. Apartments numbered 101, 110, 201, 210, 301 and 310 shall each bear 4.27% of such liability;
2. Apartments numbered 102, 108, 109, 202, 208, 209, 302, 308, and 309 shall each bear 3.57% of such liability;
3. Apartments numbered 103, 106, 107, 203, 205, 206, 207, 303, 305, 306 and 307 shall each bear 2.98% of such liability;
4. Apartments numbered 104, 204 and 304 shall each bear 3.19% of such liability.

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EXHIBIT "A"300 N. E. 3RD AVENUE
FORT LAUDERDALE, FLORIDAHILLCOUNTRY ENGINEERS & CO.
ENGINEERS - SURVEYORS

O INDICATES MARKERS

SCALE: 1" =

LEGAL DESCRIPTION - LEASE PROPERTY
RIVER VIEW SOUTH

Portions of East 3.95 feet of Lot 21, and portions of Lots 22, 23, and 24, Block 6, C. J. HECTO'S RESUBDIVISION OF RIO VISTA, according to the plat thereof recorded in Plat Book 1, Page 24, of the public records of Broward County, Florida, and being all more fully described as follows:

Beginning at the Northwest corner of the said East 3.95 feet of Lot 21; thence North 89° 59' 00" East along the North lines of said Lots 21, 22, and 23 a distance of 103.95 feet to the Northwest corner of said Lot 24; thence South 71° 07' 10" East along the North line of said Lot 24, a distance of 52.84 feet to the Northeast corner of said Lot 24; thence due South along the East line of said Lot 24 a distance of 170.65 feet to the Southeast corner of said Lot 24; thence North 80° 20' 00" West along the South line of said Lots 24, 23, 22, and 21, a distance of 156.16 feet; thence North along the West line of the said East 3.95 feet of Lot 21 a distance of 105.80 feet; thence South 61° 20' 21" East a distance of 32.82 feet; thence due East a distance of 23.13 feet; thence due North a distance of 15.67 feet; thence due East a distance of 39.78 feet; thence due South a distance of 7.77 feet; thence South 45° 00' 00" East a distance of 9 feet; thence due East a distance of 7.77 feet; thence due South a distance of 64.36 feet; thence due West a distance of 11.67 feet; thence due South a distance of 12.17 feet; thence due East a distance of 7 feet; thence due South a distance of 12.67 feet; thence due East a distance of 20.67 feet; thence due South a distance of 4 feet; thence due East a distance of 23 feet; thence due North a distance of 136.67 feet; thence due West a distance of 34.25 feet; thence due North a distance of 9.67 feet; thence due West a distance of 91.50 feet; thence due South a distance of 43.67 feet; thence North 61° 20' 21" West a distance of 21.77 feet to a point on the said West line of the East 3.95 feet of Lot 21; thence due North along the said West line a distance of 50 feet to the Point of Beginning.

Said lands situate, lying, and being in Broward County, Florida, and containing 16,783 Square Feet more or less.

10-22-69
D.F.B.

C-3586

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

REC 4109 PAGE 931

FIELD BOOK No. _____

DRAWN BY _____

JOB ORDER No. _____

CHECKED BY _____

**ATTACHMENT E - A PART OF THE DECLARATION OF CONDOMINIUM
OF RIVERVIEW SOUTH CONDOMINIUM**

**DESIGNATION OF AGENT; RATIFICATION
OF LEASE AND PLEDGE OF CONDOMINIUM
APARTMENT AS SECURITY FOR LEASE
PERFORMANCE.**

The undersigned Purchaser, having acquired Apartment No. _____ in RIVERVIEW SOUTH CONDOMINIUM, hereby irrevocably designates and appoints RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, as its Agent to carry out the several terms and conditions of the ninety-nine year Ground Lease covering certain properties peripheral to the condominium property, said Lease being recorded in Official Records Book _____ at Page _____ of the Public Records of Broward County, Florida. Purchaser acknowledges that he has read the Lease, understands it, and hereby ratifies, confirms and approves its execution by the Riverside South Condominium Association, Inc. and agrees to be bound thereby and accountable directly to the Lessor, and agrees to comply with each and every of the several terms and conditions of such Lease to the extent of his or her liability and responsibility in the same manner as though the undersigned were designated as Lessee in the above referenced Lease and had executed it. Purchaser acknowledges that all terms and conditions of the Lease, including the rental, are fair and reasonable; and, therefore, Purchaser agrees to fully comply with the Lease and to pay the rentals reserved under the Lease and shall be liable for _____ per cent of all monetary obligations thereunder. Purchaser shall not be responsible for the obligations of other owners.

As a condition of Purchaser acquiring the above numbered condominium unit and to assure to Lessor proper performance under the Lease by the Lessee as unit owner's Agent, to the extent of Purchaser's liability under the Lease, the undersigned Purchaser and unit owner hereby irrevocably pledges, during the full term of the Lease and all extensions thereof, to William A. Johnson and Arliss J. Hill, their heirs, successors and assigns, the following described property, to wit:

Apartment No. _____ RIVERVIEW SOUTH CONDOMINIUM, according to the Declaration of Condominium recorded in Official Record Book _____ at Pages _____ of the Public Records of Broward County, Florida, together with all furniture, furnishings and fixtures located thereon and therein, plus assigned parking space Number _____, as security for the full, complete and proper performance by the undersigned of the several terms and conditions of the above identified lease and subject matter of this instrument.

In the event the undersigned shall default in the payment of any monetary obligation on his or her part to be performed within the grace period, as is provided in the Lease, or if the undersigned shall fail to otherwise discharge all obligations required of him to be discharged within a proper time, the Lessor shall have the right to immediately sell the herein pledged apartment unit for and in behalf of the undersigned, at public or private sale, without notice, or if Lessor desires, to foreclose upon the same as though the pledge were a mortgage; and from the gross proceeds of such sale, in either case, to pay all necessary costs and expenses thereof, including a reasonable attorney's fee; and thereafter: 1) apply the proceeds first to the delinquent sums due under the Lease; 2) next apply the proceeds to any outstanding mortgage balance as to both principal and interest; and 3) to pay the balance, if any, to Purchaser, which sum Purchaser shall accept in full satisfaction and discharge of all right, title and interest which Purchaser had in and to such apartment.

REC-4109
PART 899

RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC.
601 SE 5TH COURT
FORT LAUDERDALE, FL 33301

A majority of the owners of Riverview South Condominium Association voted on February 4, 2002 to change the pet rule.

AMENDMENT TO:

Preamble
House Regulations
Riverview South Condominium Association

II. PETS

(A) Due to the size of RIVERVIEW SOUTH and the surrounding landscape, it is the decision of the Board of Directors that ~~no tenants or owners of apartment units will be permitted to keep cats or dogs~~. All residents may keep two small birds that can be confined to a cage. ~~In any event, apartment owners and/or tenants must adhere to the rules.~~

[The language to be deleted is struck through.]

PET RULE CHANGE

II. PETS

(A) Due to the size of RIVERVIEW SOUTH and the surrounding landscape, it is the decision of the Board of Directors that no tenants or owners of apartment units will be permitted to keep dogs. All residents may keep two small birds that must be confined to a cage or one indoor cat with the following restrictions:

1. No pet may be in the common areas without a caretaker's immediate presence
2. No pet may use any of the Riverview South common areas for purposes of urination and defecation.
3. No pet shall be allowed to cause a disturbance that may interfere with another resident's quiet enjoyment of the premises.
4. No pet shall be allowed to run free.
5. No pet shall be allowed in the pool or pool area.
6. Owners are responsible for immediate clean up of common property despoiled by his/her pet.
7. All pets are subject to Board approval and must be registered with the Board. Before approval, the pet must have current health certificate and vaccinations.
8. Pet ownership shall be considered a privilege and not a right.
9. All owners must sign a waiver stating that they accept the above restrictions and terms and waive any legal rights to challenge the Board's removal of a Pet.
10. The Board expressly reserves the right to enforce the aforementioned restrictions.

[The added language is underlined.]

INSTR # 101692262 CR BK 32770 PG 1670 RECD 02/15/2002 11:46 AM
COMMISSION BROWARD COUNTY DEPUTY CLERK 2030

79-273259

Return to:
Robert J. FOGAN Pres
2170 S.E. 17th St.
Ft. Lauderdale, Fla. 33316
523-5455

P R E A M B L E

HOUSE REGULATIONS

RIVERVIEW SOUTH CONDOMINIUM, INC.

The following house regulations pertaining to RIVERVIEW SOUTH CONDOMINIUM APARTMENTS have been considered by the Board of Directors and approved by them in the following form pursuant to that portion of the by-laws of the corporation which provides that said Board shall have authority to make rules and regulations pertaining to the condominium.

The following rules and regulations are therefore effective at the date and hour indicated below and all owners, occupants, guests, lessees, and sub-lessees are hereby charged with knowledge of the existence of the said house regulations and of the content of this document and are thereby charged with responsibility for adhering to them, in total.

These regulations are designed to make living in our condominium pleasant and comfortable. In living together, every owner has certain rights, but also certain obligations to other owners.

Congenial condominium owners are the greatest asset to the RIVERVIEW SOUTH CONDOMINIUM APARTMENTS spiritually, physically and monetarily in its upkeep as well as its investment. The greater the congeniality of the owners, the more valuable our asset becomes.

The interest you take in your own apartment and in the common areas of RIVERVIEW SOUTH will encourage all others to take an even greater interest - - which builds the value of our choice of RIVERVIEW SOUTH as our home.

All copies of these house regulations must be signed for by the owner. When additional copies are required, contact the Board of Directors and such extra copies will be available after they have been signed for by the owner. All additional copies will be one (\$1.00) Dollar each.

Owner's Name _____

Date _____

Apartment Number _____

To be Filed With and Relates to:
Official Records Book 4109, Page 854

79 SEP 12 PM 2:51
OFF REC 8438 REC 435
376

**RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC.
601 SE 5TH COURT
FORT LAUDERDALE, FL 33301**

Deborah Cleaver, President Deborah Cleaver

Jeanne Zachary, Treasurer Jeanne Zachary

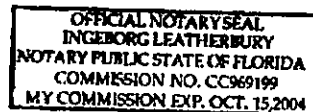
State of Florida
SS
Broward County

Before me, the undersigned authority, personally appeared

Deborah Cleaver, President and Jeanne Zachary, Treasurer
respectively of Riverview South Condominium Association, Inc., who being duly sworn,
acknowledged that they executed the foregoing change to the Rules and Regulations.

My Commission expires Oct. 15, 2004

Ingeborg Leatherbury
NOTARY



Riverview South Condominium Association, Inc.
601 SE 5th Court
Fort Lauderdale FL 33301

Rules and Regulations of the Association

Adopted February 19, 2011, by vote of the Board of Directors pursuant to Article 4.4 of the Amended and Restated By-Laws of Riverview South Condominium Association, Inc., adopted June 14, 2003, and Article II of the Articles of Incorporation dated October 21, 1969.

The following Rules and Regulations of the Association, which are consistent with the Declaration of Condominium, Articles of Incorporation, and By-Laws, replace any and all prior adopted Rules and Regulations, House Regulations, or related documents, recorded or unrecorded. In accordance with Article 11.1 of the Amended and Restated By-Laws, in the event of a conflict between language in any documents, controlling priority is (1) Declaration of Condominium, (2) Articles of Incorporation, (3) By-Laws, (4) Rules and Regulations.

These Rules and Regulations shall be provided to all owners. Owners shall provide copies to subsequent owners as well as any tenants. Owners and tenants shall be responsible for their own compliance, as well as that of their guests. The Riverview South Declaration of Condominium, Articles of Incorporation, and By-Laws are hereby made part of these Rules and Regulations.

I. General Use of Common Areas

- a. Each owner and his or her authorized tenants and guests are entitled to use and enjoyment of common areas in accordance with these rules and regulations without regard to age, sex, sexual orientation, color, race, national origin, or religion.
- b. Smoking, glass containers, and running are not permitted in common areas. Appropriate care and attention to health and safety must be maintained at all times.
- c. All persons shall maintain the common areas and accept full responsibility for the security, use, and removal of their own property. In addition, association property shall be maintained and placed properly, with any or all damage reported
- d. All persons shall not create a nuisance to others with loud music, voices, or other noise.
- e. No signage is permitted which is on or visible from common areas, except that which is authorized by the board of directors.
- f. Nothing shall be stored or placed in any common area or exterior area except as specifically authorized in these Rules and Regulations.
- g. No fires or cookouts are permitted in any unit or common area except in the designated, permanently installed, metal barbeque at the edge of the pool area.

II. Pool

- a. Access to the pool area is granted to owners and authorized tenants and guests eighteen years of age or older between the hours of 9:00

AM and 9:00 PM. Minors shall be accompanied by a responsible adult with authorized access.

- b. All persons must secure the access gates to the pool area.
- c. Access to the pool is granted to persons authorized access to the pool area who are capable of swimming safely, and accompanying minors. All persons are hereby notified that no lifeguard is on duty. In the event of an emergency call 911 immediately; an emergency phone is located in the elevator.
- d. All persons using the pool must:
 - i. wear appropriate swimming attire;
 - ii. shower before entering;
 - iii. have access to a unit for changing clothes or restroom use;
 - iv. be free from open cuts, blisters, or sores;
 - v. exercise due caution in regard to maintaining health, including refraining from spitting;
 - vi. abide by all posted regulations.

III. Laundry

- a. Access to the laundry area is granted to owners and authorized tenants and guests eighteen years of age or older between the hours of 6:00 AM and 1:00 AM. Minors shall be accompanied by a responsible adult with authorized access.
- b. Use of available machines is upon appropriate payment to the coin boxes.
- c. Lint traps must be cleaned by users after each use.
- d. Washer doors must remain open after each use.
- e. Laundry must be removed promptly by users, and users are solely responsible for the security of their possessions.
- f. All users must maintain safety by keeping the flooring dry, and discontinuing use of any machine creating a hazard. Laundry room trash receptacles are for lint and small detergent boxes only.

IV. Trash

- a. All trash is to be disposed of in the dumpster located at the northwest corner of the property. Disposal of large items is to be arranged with the service provider identified on the dumpster. No trash is to be left outside the dumpster at any time without authorization of the service provider. Sliding doors/lids to the dumpster must be fully closed after deposit of trash.
- b. All trash is to be placed in bags which can be secured. No loose trash is permitted.
- c. All owners and tenants are responsible for proper maintenance and use of garbage disposals within units.

V. Parking

- a. Parking spaces are deeded and are to be used only by designated unit owners, their tenants or guests. Single uses of designated guest spots not to exceed eighteen (18) consecutive hours are permitted when deeded spaces are not available. Owners, tenants, and guests

anticipating more than three (3) single uses within a four-week period must arrange lease of additional parking or use on-street parking in accordance with Fort Lauderdale ordinances and state law.

- b. Permanent swapping of deeded spaces is only permitted by recorded deed. Temporary swapping must be approved by the board of directors.
- c. Commercial vehicles, vehicles with signage or advertising, oversized vehicles, boats, and trailers are not permitted.
- d. Washing or repairs of vehicles are not permitted.
- e. Only head-in parking is permitted.
- f. Speed limit is five (5) miles per hour.
- g. Bicycle parking is located beneath stairwell(s) with appropriate bike racks. No bicycle riding on catwalks, sidewalks or pool deck.
- h. All vehicles on the premises must be insured in accordance with Florida law.
- i. The safety and security of all vehicles and personal possessions are the sole responsibility of their owner(s).

VI. Elevator

- a. The elevator is for passenger use only.
- b. In the event of an elevator emergency, call 911 immediately reporting the location of 601 SE 5th Court.
- c. Person(s) causing damage to the elevator must report it to the board of directors in writing, and leave full contact information in the association slot at the upper right receptacle of the first floor mailbox adjacent to the elevator.

VII. Pets

- a. In accordance with the Declaration for Creation of Condominium, dated January 5, 1970, one (1) dog under fifteen (15) pounds, or domestic cat, or two (2) small birds, is permitted in a unit upon notice to the board of directors. Pets must under the control of a responsible adult at all times, and must be carried while in corridors and the elevator. Pets are not permitted in the pool, pool area, storage area, or laundry area at any time.
- b. Pets may not be a nuisance. The board of directors, with a minimum of three (3) members present concurring, shall require the permanent removal of nuisances, provided that a properly-noticed review availing an opportunity for all to be heard has occurred.
- c. Pets are conditionally approved, with the board of directors able to require reasonable restrictions on noise and hazards to health or safety, including appropriate insurance. Pets are subject to local laws and ordinances regarding licenses and vaccinations.
- d. Pet owners are solely and fully responsible for the care, maintenance, and well-being of their pets. All waste must be properly disposed of.

VIII. Storage

- a. No liquids, trash, or hazardous materials of any kind, in any condition, circumstance, or container whatsoever, are permitted in the storage area.
- b. Volatile or highly combustible materials are not permitted in the storage area.
- c. No obstructions to the aisles are permitted.
- d. Users of the storage area are solely responsible for the safety and security of their possessions. Personal locks on assigned spaces are permitted, but in emergency circumstances areas may be accessed by board of director member(s) without liability or recourse to the association.

IX. Leasing and Resales

- a. All unit sales and leases must be approved in advance by the board of directors on forms provided by the board, to be signed after appropriate reviews, interviews, and checks of public and credit records.
- b. The board of directors acting on behalf of the association has an assignable right of first refusal on all potential sales of units.
- c. Notice of ten (10) business days is required to the board of directors for appropriate review before any sale or lease. Copies of proposed deeds and leases must be provided at the time of application. Each lease shall contain language incorporating these Rules and Regulations, and require termination of tenancy for violations of same.
- d. A minimum of six (6) month, and maximum of twelve (12) month, lease is required. Renewals are permitted without further review of the board of directors, unless tenants change. Any new tenant entering at any time is must complete an application. Units having guests of sixty (60) days or longer must complete an application and shall be considered tenants.
- e. A fee of one hundred (\$100) dollars, plus whatever additional amount (if any) is needed to cover associated costs of checking records, is required with each application.
- f. The board of directors will act on each application in a timely manner. Twenty four (24) hour notice of interviews with proposed tenants and unit number they will occupy will be posted on the bulletin board next to the mailboxes.
- h. Moving furniture will be limited to 8AM to 9PM.

X. Guests

- a. Guests of owners and tenants are to be made aware of these Rules and Regulations, and must make application to the board of directors for approval sixty (60) days after the first overnight stay. It is the responsibility of the owner and/or tenant to assure compliance. Unless the owner or tenant is present, invitees of guests are not permitted.

XI. General Conditions

- a. No owner, tenant, guest, invitee, or occupant is authorized to reprimand or give orders to any other owner, guest, invitee, or occupant.

- b. Any complaints or concerns over infractions must be directed to the board of directors, signed by an owner(s), and deposited in the association slot at the upper right receptacle of the first floor mailbox adjacent to the elevator.
- c. Keys to all units must be left with the board of directors for authorized access under condominium documents and for emergencies.
- d. The board of directors will not provide entry to any unit to any person except in the case of bona fide emergency or maintenance/security checks as authorized in writing by owner(s).
- e. No waterbeds or other items deemed to create a potential structural or safety hazard are permitted in any unit.
- f. Any owner who becomes, or anticipates becoming, absent from his or her unit for more than twenty-eight (28) consecutive days must authorize a person or firm to check toilets, plumbing, air conditioning, sinks, and drains on at least a monthly basis, with the name of the authorized person being provided to the board of directors in writing.
- g. Seasonal decorations on doors and windows are permitted if no damage to common areas occurs from use or attachment.
- h. No sounds emanating from any unit shall exceed cause disruption to any other unit occupant or to the users of the common areas. The City of Fort Lauderdale noise ordinance is applicable at all times, and will be enforced by the Fort Lauderdale Police Department. Owners will notify the board when upgrading or replacing flooring in their units.

XII. Corrective Action

- a. Upon proper notice to the affected owner, tenant, or other individual, the board of directors shall exercise its rights as available under Florida law, the Declaration of Condominium, Articles of Incorporation, and By-Laws to enforce these Rules and Regulations.
- b. Action by the board of directors dealing with complaints or other matters which come to the board's attention may range from verbal or written requests or warnings, to the imposition of fines or assessments as permitted by law, to legal action, or removal of tenants, guests, or invitees, following appropriate opportunity for response, fact-finding, and due process.
- c. Owners are responsible for all damage to common areas caused by themselves, their tenants, guests, or other invitees.

I. SWIMMING POOL REGULATIONS

(A) General

1. Use of the pool facilities is restricted to owners and their over-night guests and lessees. Non-residents can be invited in for the use of the pool provided they are guests of owners of apartments. The owner should be poolside with non-resident guests.
2. Pool-side furniture must be protected from sun-tan lotions and/or other oily lotions by use of a towel or other covering; and furniture must be returned to its original location by person or persons making use of them.
3. Owners will be held responsible for all actions of their children, their guests, and the lessee. No roughhouse tactics allowed in or around the pool.
4. Pool hours are from 9:00 A.M. to 9:00 P.M.

(B) Attire

1. All hairpins and bobby pins must be removed from the hair while using the pool.
2. Swim wear is to be worn in the pool, do not swim in street clothes.

(C) Health Measures

1. All persons must shower before entering pool and must remove all sand and suntan oils. (This is a State law); shower is located outside the laundry room door.
2. For the protection of all concerned, it is mandatory that persons with open blisters, cuts, or skin abrasions, or any communicable diseases, should not use the pool.
3. Papers, cigarettes, cigars, refuse must be deposited in receptacles as provided.
4. Clothesrack is provided in the laundry building for swimming attire.

(D) Safety

1. No styrofoam rafts or toys, or scuba fins are permitted in the pool. Only mouth-inflated rafts and toys are acceptable and must be removed immediately after use by the owner or they will be disposed of

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- (G) Head-in parking only permitted.
- (H) Washing cars in parking areas is not permitted.

VI. RE-SALE OF APARTMENTS

- (A) The sale of any apartment in the RIVERVIEW SOUTH must be approved by the Board of Directors.
- (B) No signs about the sale are permitted on the premises. The re-sale must be in all respects legal and in conformity with the legal documents of RIVERVIEW SOUTH and the house regulations.
- (C) When a purchaser for a re-sale of an apartment has been found, the owner is to submit, on a form provided by the Board of Directors, the vital statistics necessary to conduct an investigation of the prospective purchaser. A fee of Twenty Five (\$25.00) Dollars must be submitted at least ten (10) days prior to the intended closing in order that sufficient time will be allowed for investigation and for Board approval.

VII. LEASING OF APARTMENTS

- (A) An Application for Lease and Lease Addendum Contract Form will be furnished by the Board of Directors.
- (B) A copy of the executed lease must be filed with the Condominium Secretary; however, the apartment owner must inform the Condominium Secretary, on the forms provided, of the number of persons who will occupy the apartment during the lease term, the length of their occupancy, their names and credit references. This information is to be submitted at least ten (10) days before the intended occupancy in order that an investigation can be completed.
- (C) A fee of Fifty (\$50.00) Dollars must be submitted with each Application for Lease or rental to defray the other administrative expenses and cost of investigation of Lessee.
- (D) A lease or rental is not permitted for less than six (6) full months, nor more than one (1) year, since our premises and facilities are not intended to be used by transients. Our building comes under the Florida Condominium Laws and if we violate these laws we can be placed under a different classification, such as, apartment, building, hotel or motel. See Article XII for clarification of State Law, 509.241.

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the dumpster sliding doors are closed after depositing trash, etc.

- (C) Do not throw loose trash in the containers.
- (D) Use disposal unit in your kitchen for food wastes, liquids, vegetables, etc; periodically the disposal unit should be cleaned, deodorized and blades sharpened to prevent backup of garbage into other apartments. There are tablets available at grocery stores that can be used for this purpose.
- (E) Do not use garbage disposal before 8:00 AM or after 9:00 PM.
- (F) Garbage or trash from condominium units should be deposited in trash container at the northwest corner of building and not in container located adjacent to laundry room.

V. PARKING

- (A) Be sure to park your car within your own space. If you encroach on your neighbor's space, you only create dissention and possibly damage to car doors.
- (B) Guests to park in guest spaces only; if none available, then the owner or lessee must find parking for them, streetside parking is available. Do not block area near dumpster.
- (C) The By-Laws of the RIVERVIEW SOUTH CONDOMINIUM, INC. state in part as follows:

"Parking spaces are for passenger automobiles, only. No boats, trailers or other objects shall be placed in or around the parking space assigned."
- (D) Keep the driveways and entrances clear. When you leave your car, park it in your stall. Issued car space is so marked and is not for parking use by others except as permitted in writing by space-holders.
- (E) Drive slowly through our parking areas at all times.
- (F) Present owners who have two-wheel motorcycles or motorbikes, and/or bicycles, are restricted to special rules, as set up by the Board of Directors. They include provisions that all motorcycles and motorbikes must be walked to and from their special parking space to the public street before starting up the motor. Bicycles may not be ridden anywhere on the premises.

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and cannot be stored in storage room aisle.

2. There are no bathroom facilities available poolside, therefore it will be necessary for your guests to have keys to your apartment.
3. Children under the age of twelve (12) years must be accompanied by an adult in the pool area.
4. As a safety measure, it is advised that no person swim alone.
5. For insurance purposes and personal safety, glass containers will not be permitted in the pool area. Plastic and/or Dixie cups are acceptable.

II. PETS

- (A) Due to the size of RIVERVIEW SOUTH and the surrounding landscape, it is the decision of the Board of Directors that no tenants or owners of apartment units will be permitted to keep cats or dogs. All residents may keep two small birds that can be confined to a cage. In any event, apartment owners and/or tenants must adhere to the rules.

III. LAUNDRY ROOMS

- (A) The laundry equipment (automatic washer-dryer) is exclusively available for the use of the owners or lessees of apartments.
- (B) For the convenience of all concerned, the laundry room should be left in a neat and orderly fashion.
- (C) Remove laundry from washers and/or dryers when finished. Leave washer door open after using to prevent mildew and mold from forming.
- (D) Laundry equipment users must clean dryer filter when finished using dryer.
- (E) The laundry room will normally be opened at 7:30 AM and closed and locked at 9:00 PM. Please schedule your washing and drying to meet this time schedule.

IV. TRASH AND GARBAGE DISPOSAL

- (A) Trash and garbage disposal dumpster is provided at the northwest corner of lot line of building.
- (B) All trash is to be placed in a bag which is tightly closed. Bottles and cans should be padded with paper and placed inside a bag or container that is sealed in order to eliminate as much noise and odor as possible. When depositing trash in dumpster make sure

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- (E) The owner will be held responsible for any damage done by Lessee or renter in areas outside of their apartment.
- (F) Each lease shall authorize the forcible ejection of the Lessee for misconduct.
- (G) The present owner of the apartment must supply the Lessee with a copy of the regulations and apprise the Lessee of the importance of knowing and complying with all house regulations.
- (H) Lessee (husband/wife or single person) must appear in person before the Board of Directors to sign lease.

VIII. GUESTS (WHILE OWNER IS NOT IN RESIDENCE)

- (A) House guests must be registered through the Secretary at least five (5) days prior to their arrival. This request for admission must be submitted by the owner with a duly signed letter or in person.
- (B) In the owner's absence, approved house guests may not have overnight guests of their own, unless the Board of Directors is notified in advance.
- (C) In the owner's absence, overnight parties are not permitted and the violators may be forced to vacate.
- (D) The owner of the apartment must supply his guest with a copy of these regulations and apprise his guests of the importance of knowing and complying with these regulations.

IX. GUESTS (WHILE OWNER IS IN RESIDENCE)

- (A) The apartment owner may have guests as they wish while the owner is in residence. The owner is responsible for his guests' behavior and decorum.
- (B) All strangers using the facilities of RIVERVIEW SOUTH will be subject to question by the Board of Directors or any owner if they are not identified.
- (C) A house guest who stays over sixty (60) days in residence shall be considered a permanent guest and regulations set forth in ARTICLE VII, Paragraph E and ARTICLE VIII, Paragraphs A and B shall apply.
- (D) All guests must be apprised of these house regulations.

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X. STORAGE AREA FOR OWNERS

- (A) In order to avoid fire hazards, storage areas must be accessible at all times. Locks will be permitted on your own individual storage compartment.
- (B) Limitation of available space dictates that storage should be restricted to essential items. All loose objects which cause clutter in the open storage space must be removed.
- (C) All volatile liquids, paint thinners, paint removers, paint brush cleaners, paints and lacquers cannot be placed in the storage area at any time.
- (D) Empty cartons, tires, inner tubes, real Christmas trees and similar combustibles must be disposed of. Stored items must be neatly stacked.
- (E) Periodic checks by the City Fire Marshal and Insurance Inspectors are made to insure the safety of RIVERVIEW SOUTH residents.

XI. GENERAL CONDITIONS

(A) Infractions

- 1. Waterbeds not permissible in any apartment.
- 2. Misconduct, poor decorum and infractions are to be reported in a signed statement to the Board of Directors for investigation and for recording.
- 3. Any complaints and problems must be signed by the owners and directed to the Board of Directors. Any criticism of building employees' work or conduct shall be reported in writing directly to the President of the Board of Directors.
- 4. No owner or occupant is authorized to reprimand or to give orders to any other owner, their guest or employee of the building.

(B) Entry to Building

- 1. In owner's absence, the owner must inform the Board of Directors by signed and written authority to grant entry to workmen, employees, or contractors to their apartment; without this, entry definitely will not be permitted. The possession of an apartment key will not entitle the holder entry to an apartment. The owner is responsible for all liabilities incurred.

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2. In case of any emergency originating in or threatening any apartment, regardless of whether the owner is present at the time of such emergency, the Board of Directors shall have the right to enter such apartment for the purpose of remedying or abating the cause of such emergency. Such right of entry shall be immediate. To facilitate entry the owner of each apartment must deposit a key to his apartment with the Board of Directors.
3. Each owner who plans to be absent from his apartment for a period of one month or more must prepare his apartment prior to his departure. He must designate someone to periodically check toilet, faucets, air conditioning and sink drains. Name of person to be given to the Board of Directors.
4. Such right to accept responsibility also admits liability of the person or persons entering said apartment for subsequent loss of property. Insurance companies will not assume liability for loss claims when work is done without adjuster's appraisal.
5. All 1st floor apartments will be debugged by the exterminator once each month, entry to apartments is necessary, therefore keys must be in possession of the Board of Directors for this purpose.

(C) Public Areas

1. Do not place any notes in the public areas. Board of Directors to determine if, when, how and where any notes are to be placed in any public areas of the condominium.
2. Children are not to interfere with the operation of the elevators and are not to play or run in the public halls and stairways.
3. The RIVERVIEW SOUTH is not a hotel where porters, bell boys and maids clean up after guests. It is the responsibility of owners and lessees that they and their guests clean up and replace chairs, etc. in their proper place before leaving recreation area.

(D) Other Breaches

1. No radio, hi-fi, or musical instrument shall be played, turned on or operated at any time in such manner as to be annoying or offensive to other occupants.
2. Nothing should be attached to the railings of balconies, either temporarily or permanently. No plants, pets, receptacles or other movable objects may be placed, kept or maintained on ledges of balconies. No objects shall be hung from windows or balconies. Nothing shall be shaken from windows or balconies. No fires or any kind of cookouts are permitted on balconies. Do not throw cigars, cigarettes or ashes, or anything else from the

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- balcony. Nothing shall be stored on balconies or first floor walkways which will detract from the decorum of the building.
3. Door-to-door solicitation is not permitted anywhere in the building for any purpose, cause or charity. Other modes of solicitation must be specifically authorized by the Board of Directors.
 4. No business shall be conducted from any apartment on a regular basis.
 5. No public sale of merchandise or furnishings shall be allowed in any of the apartments.

(E) Corrective Action

1. In the event of the breach of any of the rules and regulations set forth hereinabove, it will be brought to the attention of the Board of Directors who will take the necessary action.
2. Owners are responsible for any such behavior or irregularities by themselves, their family, their guests, their lessees or others.
3. Any and all such assessments made for damage to condominium property will be added as a special assessment or as a general assessment in the discretion of the Board of Directors as it may deem appropriate. Collection thereof will be made as otherwise provided for in the rules, by-laws and other documents of the corporation, and default in payment thereof will be dealt with as so provided.

(F) Elevator Use

1. Elevators occasionally fail; should you be in the elevator when it fails, do not panic, as there are ways to open the doors mechanically. However, you should first flip the fan switch to on, and then press the emergency bell button several times until someone in the area responds to your call.
2. Persons responding to emergency call:
 - a. Call Fire Department. Dial 911.
 - b. Obtain elevator control room door key from the storage room in the laundry building. Open elevator control room door and pull master switch lever down to shut off all power.
 - c. Remove elevator door opening key from left hand side of 1st floor elevator door casing (the red glass has to be broken to remove key).

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- d. Place door opening key in hole located on the upper right hand part of door. Turn key clockwise until door opens.
- e. Start with the first floor door, then the second and third floor doors, if necessary.
- f. Warning: Under no circumstances should the elevator doors be opened before the master switch in the elevator control room is placed in the "off" position.

XII. DEPARTMENT OF BUSINESS REGULATIONS

Division of Hotels and Restaurants
Chapter 509.241 - Statutes of the State of Florida

Transient occupancy means the occupancy will be temporary and the Division of Hotels and Restaurants classifies "Transient" as being six (6) months or less.

Copy of Statute to be furnished on last page of these regulations.

*This is a True and Correct Copy
of the House Regulations of Riverview
South Condominium, Inc. as of Sep. 12, 1979*

STATE OF FLORIDA :
COUNTY OF BROWARD : ss.

Robert H. Lazenby
President

*Subscribed to and Sworn before me
this 12th day of September, 1979.*

Mary E. Lazenby
Notary Public, State of Florida at Large
My Commission Expires May 15, 1983
Bonded by American Fidelity & Casualty Company

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Date _____

Board of Directors
RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC.
601 SE 5th Court
Fort Lauderdale, Fla. 33301

Gentlemen:

We hereby request your approval of a SALE/LEASE (strike out inapplicable word) of
Apartment No. _____ owned by _____

* * * * *

This section to be completed by prospective buyer or lessee:

Name _____

Name of Spouse _____

Present Address _____
Street No. _____

City _____ State _____ Zip _____ Phone No. _____

If less than two years

Former Address _____

Employer _____

Address _____

Position with Firm _____

Children's names and ages _____

If none, please so state

Personal References: _____

(Please list name, address and telephone number)

If this is a lease, period of occupancy _____ No. of Children _____

NO PETS PERMITTED.

Signed: _____

Applicant(s)

* * * * *

Notice to Owner: To avoid unnecessary correspondence and delay in approval, in advance of submitting this application, please carefully review all of the Condominium documents (Declaration of a Condominium) and the House regulations. If a sale is involved, attach required fee. If a lease, attach required security deposit.

Signature of Owner (or agent)

DEPARTMENT OF BUSINESS REGULATION DIVISION OF HOTELS AND RESTAURANTS CHAPTER 509 STATUTES

APRIL 1, 1976

509.241 Licenses required; public lodging and food service establishments; exceptions.—

(1) PUBLIC LODGING ESTABLISHMENTS; DEFINITION; LICENSES; EXCEPTION.—

(a) Every building or structure, or group of buildings or structures, within a single complex of buildings kept, used, maintained, or advertised as, or held out to the public to be, a place where sleeping or housekeeping accommodations are supplied for pay to transient or permanent guests or tenants, except as hereinafter exempted, is defined, and shall be licensed, as a public lodging establishment. Any reference in the Laws of Florida to hotels, motels, motor courts, apartment houses, rooming houses, boardinghouses, trailer courts that rent trailers to transients, or similar establishments shall be construed to mean a public lodging establishment as herein defined unless a different intent is clearly evident.

(b) The following are exempted from the provisions of paragraph (a) hereof:

1. All individually or collectively owned one, two, or three family dwelling houses or dwelling units, regardless of the number of such dwelling houses or units clustered together, unless they are regularly rented to transients or held out to or advertised to the public as places regularly rented to transients.

2. Dormitories and other living or sleeping facilities maintained by public or private schools, colleges, or universities primarily for the use of students, faculty, or visitors.

3. All hospitals, nursing homes, sanitariums, adult congregate living facilities, and other similar places.

4. All places renting three rental units or less, unless they are advertised or held out to the public to be places that are regularly rented to transients.

(2) PUBLIC FOOD SERVICE ESTABLISHMENTS; DEFINITION; LICENSES; EXCEPTIONS.—

(a) Every building, vehicle, or other structure of similar purpose, or any rooms or divisions in a building, vehicle, or other structure of similar purpose, or any place whatsoever, that is maintained and operated as a place where food is regularly prepared, served or sold for immediate consumption on or in the vicinity of the premises is defined as, and shall be licensed as a public food service establishment.

This shall specifically include establishments preparing food to be called for or taken out by customers, to be delivered to factories, construction camps, airlines and other similar locations for consumption at any place. Any reference to a restaurant in the Laws of Florida shall be construed to mean a public food service establishment as herein defined unless a different intent is clearly evident.

(b) The following are exempted from the provisions of paragraph (a):

1. Places maintained and operated by public or private schools, colleges, or universities, primarily for the use of students and faculty.

2. Eating places maintained and operated by churches and religious or fraternal organizations primarily for the use of their members and associ-

3. Eating places located on airplanes, trains, buses, or watercraft which are common carriers.

4. Eating places maintained by hospitals, nursing homes, sanitariums, adult congregate living facilities, and other similar places.

5. Theaters licensed under the provisions of s. 205.412, or any other license or occupational tax law enacted in lieu thereof, where the primary use is theater and patron service is limited to food items customarily served to the admittes of such theaters.

(3) LICENSES: ANNUAL RENEWALS.—For every establishment coming within the provisions of subsections (1) and (2), the required license shall be obtained from the Division of Hotels and Restaurants. Such license shall not be transferable from one place or individual to another; and it shall be a misdemeanor for such an establishment to operate without a license. The division may refuse a license or a renewal thereof, to any establishment that is not constructed and maintained in accordance with the law and rules and regulations of the division. Licenses shall be renewed annually, and the division shall adopt an appropriate regulation establishing a staggered schedule for license renewals which will avoid the necessity of all licenses being renewed on the same day of the year. Due regard shall be given in making the schedule to obtaining a relatively even distribution of license renewals coming due and, thereby, to equalizing the workload of the division's office staff.

(4) APPLICATION FOR LICENSE: PENALTY FOR FAILURE TO APPLY.—It shall be the duty of every individual who enters the public lodging or public food service business to make application for the licensing of his establishment prior to the commencement of operation. Failure to make application and payment of fee required shall constitute a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(5) EXCEPTIONS.—The licensing provisions of chapter 475 shall not be construed to prohibit the owner, operator, or employee of a public lodging or food service establishment offering to rent or renting to members of the public the facilities defined in this chapter and engaging in activities related to such offer to rent and renting such facilities, including advertising and personal and letter solicitation, provided:

(a) The facilities rented, offered for rent, or having been rented shall be under one ownership, control, management, or franchising authority, and

(b) The activities of offering for rent and renting by such operator, manager or assistant manager shall be confined and relate to facilities under one ownership, management, control or franchising authority, and

(c) No owner or operator shall rent or offer for rent facilities for more than one ownership, management, control or franchising authority.

History.—ss. 3-6, s. ch. 6952, 1915; RGS 2124-2126, 2129; ss. 3, 4, ch. 9290, 1923; s. 6, ch. 12053, 1927; CGL 3353-3355, 3358; s. 1, ch. 13659, 1929; ss. 6-8, 13, ch. 16042, 1933; CGL 1936 Supp. 3353, 3354; s. 1, ch. 23930, 1947; ss. 5, 6, ch. 29821, 1955; s. 1, ch. 29830, 1955; s. 9, ch. 57-389; s. 1, ch. 57-824; s. 1, ch. 51-81; s. 1, ch. 67-507; ss. 16, 35, ch. 69-105; s. 4, ch. 70-281; s. 480, ch. 71-130, s. 6, ch. 71-157; s. 19, ch. 73-325; s. 20, ch. 75-233.

Note.—Former ss. 511.01-511.03, 511.10.

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509.242 Public lodging establishments; classifications.—

(1) Establishments which desire a specific classification (apartment, hotel, motel, apartment hotel, apartment motel, etc.) may apply and receive a specific classification from the Division of Hotels and Restaurants, provided the establishments fulfill the following requirements for each classification:

(a) *Hotel*.—Any building or group of buildings containing sleeping room accommodations for 25 or more guests and providing the services generally provided by a hotel and recognized as a hotel in the community in which it is situated, or by the industry, is declared to be a hotel.

(b) *Apartment hotel*.—Any establishment which meets the requirements of a hotel, but also has units with kitchen equipment and housekeeping facilities, is declared to be an apartment hotel.

(c) *Motel*.—(Motor hotel, motor court, court, tourist court, motor lodge, etc.).—Any building or group of buildings, usually one story but limited to three stories, which offers units easily accessible to the travelers with an exit to the outside of each unit, daily or weekly rates, off-street parking for each unit, a central motel office on the property with specified hours of operation, a bath or connecting bath for every rental unit, and at least six rental units, recognized as a motel in the community in which it is situated and by the industry, is declared to be a motel.

(d) *Apartment motel*.—Any establishment which meets the requirements of a motel, but has at least 40 percent of the units as apartments with kitchen facilities is declared to be an apartment motel. A motel with less than 40 percent of its units in apartments is declared to be a "motel with apartments."

(e) *Resort motel, beach motel, fishing camp motel*.—Establishments requesting such classifications must meet the requirements of a motel and may have both motel rooms and apartment units.

(f) *Apartment*.—Any building or group of buildings intended for living accommodations, each with or without kitchen equipment and housekeeping facilities, and providing the services generally provided by an apartment house and recognized as an apartment house in the community in which it is situated, or by the industry, is declared to be an apartment house.

(g) *Rooming houses, guest houses, cabins*.—All establishments not within the foregoing category shall be classified as rooming houses, guest houses, cabins, tourist camps, or otherwise according to choice, but shall not be allowed a classification that could be confused with one of the foregoing. Converted dwelling houses, unless they can qualify for another classification, shall be classified under this paragraph.

(2) When 25 percent or more of the units in any establishment fall within a classification different from the particular classification applicable to it, such establishment shall obtain a separate classification for such 25 percent or more units, unless otherwise provided herein. When an establishment has a different classification of units in a separate building which is operated in connection with the principal establishment and is in the immediate vicinity, such as a hotel with a motel section, two classifications shall be required.

(3) Establishments may advertise or display signs which advertise a specific classification, provided they have applied and received the specific classification and fulfill the requirements of that

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