

This Instrument Prepared by and Return to:
The Frydman Law Group, PLLC
3389 Sheridan Street, #283
Hollywood, FL 33021

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM AND BYLAWS OF
BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32
CONDOMINIUM ASSOCIATION, INC.**

THIS AMENDMENT is made this 28th day of April, 2010, by BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC., (hereinafter "ASSOCIATION") pursuant to the Declaration of Condominium (hereinafter "DECLARATION") and Bylaws for the ASSOCIATION (hereinafter "BYLAWS"), duly recorded in the Public Records of Broward County, Florida, as follows:

OR Book 8654 Page 627

WHEREAS, at a duly called and noticed special meeting of the membership of the ASSOCIATION, held on April 6, 2010, the DECLARATION and BYLAWS was amended;

WHEREAS, the Amendments set forth herein are for the purpose of amending the DECLARATION and BYLAWS;

WHEREAS, the Amendments set forth herein do not materially or adversely alter the proportionate voting interest appurtenant to any parcel, do not increase the proportion or percentage by which a parcel shares in the common expenses of the ASSOCIATION, nor impair the rights and priorities of any lienors or mortgagees;

NOW, THEREFORE, the undersigned hereby certify that the Amendments to the DECLARATION and BYLAWS set forth herein are a true and correct copy of the Amendment as amended by the membership:

1. Amendment to Article XVIII, Paragraph I of the DECLARATION and Article VIII, Section 1 of the BY-LAWS ; (Removal of language by ~~strikeout~~ and additions by underline);

DECLARATION

"I. The "Remedy for Violation" provided for by the Act shall be in full force and effect including but not limited to, the authority to levy a fine against a non-compliant owner, tenant, resident or guest, as set forth in Florida Statutes Section 718.303(3)."

BYLAWS

"Section 1. Violations. In the event of a violation (other than the non-payment of an Assessment), by an Owner, tenant, resident, or guest of any of the provisions of the Declaration, Bylaws, Articles of Incorporation, Rules and Regulations (including posted

guidelines), or the Act, the Corporation, by direction of its Board, shall notify the Owner of said breach by written notice, transmitted to the Owner, tenant, resident or guest, at his Unit the last known address in the Association's records, by certified mail. If such violation shall continue for a period of ~~thirty (30)~~ ten (10) days from the date of the mailing of the notice, the Corporation shall have the right to treat such violation as an intentional, material breach of the Declaration, By-Laws, Articles of Incorporation, Rules and Regulations (including posted guidelines), or the Act, and the Corporation shall then, at its option, have the following elections: ...

(d) To levy a fine against an Owner and/ or tenant, resident or guest of the Owner, for a violation of the Declaration, Bylaws, Articles of Incorporation, Rules and Regulations (including posted guidelines), or the Act, as set forth in Florida Statutes Section 718.303(3).

Upon a finding by a Court that the Owner was in violation of any of the provisions of the above mentioned documents, Tthe Owner shall reimburse the Corporation for its reasonable attorneys' fees incurred, including any and all pre-litigation attorney's fees and costs in bringing such action pursuit of the violation against the Owner, and/ or tenant, resident or guest of the Owner. The Corporation shall have the authority to collect the incurred attorney's fees and costs as an individual special assessment. The Corporation is authorized to file a Claim of Lien and an action to foreclose the Claim of Lien in the event the Owner fails to pay the attorney's fees and costs due and owing after proper demand. ..."

2. Amendment to Article X by deleting Paragraph A, Sub-paragraphs 1 through 6 of the DECLARATION and replacing same, as well as amending Article IX, Section 1 of the BYLAWS; (Removal of language by ~~strikeout~~ and additions by underline);

DECLARATION

"A. Sale or Lease Approval. Any Owner desiring to sell, lease or otherwise transfer all or a portion of the ownership interest in his or her Unit shall obtain approval from the Association prior to selling, leasing or otherwise transferring any interest in the Owner's Unit. Any attempt to sell, lease or otherwise transfer all or a portion of ownership interest, whether or not consideration is given for the transfer, in a Unit without obtaining proper Association approval, shall be deemed a breach of this Declaration and shall be wholly null and void.

1. Notice. Any Unit Owner who receives a bona fide offer to purchase, lease or otherwise transfer his or her Unit or any portion of his or her ownership interest in a Unit, shall give written notice to the Association of the receipt of such offer. The Unit Owner must provide to the Association a copy of the proposed sales contract, proposed lease agreement, or other proposed transfer document along with a completed Screening application obtained from the Association or Management Company, along with a Screening Fee not to exceed the maximum amount permitted by law.

2. Screening. Once all information has been received by the Association, the Association shall review same and notify the Unit Owner(s) and Applicant(s), within thirty (30) days of the receipt of the completed package, whether the sale, lease or other transfer has been approved. Notwithstanding anything to the contrary contained within this Declaration, the Board of Directors shall have the right to disapprove a proposed sale, lease or other transfer, for good cause, without being obligated to provide a substitute purchaser, lessee or other transferee. The Board of Directors shall consider the following factors as constituting good cause for such disapproval:

- I. The person seeking approval has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has been charged with any such felonies and the person was not acquitted or the charges were not dropped.
- II. The person seeking approval for purchase has a record of financial irresponsibility, including without limitation, prior bankruptcies, foreclosures, judgments, liens or bad debts or the person does not appear to have adequate financial resources available to meet his/her obligations to the Association.
- III. The Screening Application completed by the proposed buyer, lessee or transferee does not show that this person intends to conduct himself or herself in a manner consistent with the covenants and restrictions applicable to the condominium. For example, the application states that there will be 6 people moving into a 1 bedroom Unit or the applicant has a pet in violation of document restrictions.
- IV. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations or other Community Associations, or has improperly moved in to the Association without approval as a prior tenant or occupant of a Unit.
- V. The person seeking approval has failed to provide all requested and required information in order for the Association to complete the screening, such as completed Screening Application, remitting of Screening Fee, failing to appear at a screening interview, or has provided false information on any of the documentation provided to the Association.
- VI. The Unit Owner requesting the sale, lease or other transfer of the Unit has fines or unpaid assessments due and owing to the Association.

3. Approved Occupants During Screening Process. No one except a previously approved tenant shall be allowed to occupy a Unit, either as a guest or otherwise while any application for sale, lease or other transfer is pending before the Association. Anyone so occupying a Unit contrary to this provision shall be deemed to have withdrawn their application for the sale, lease or other transfer.

4. Common Element Use by Tenant. When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

5. Security Deposit. If so required by the Association, along with the Screening Package, a prospective lessee may be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

6. Collection of Assessments from Tenant. As part of the Screening Package, the Association may require, an Assignment of Rents Addendum be completed by the proposed lessee(s) and the Unit Owner(s). The Addendum and this section requires that in the event the Unit Owner fails to make all assessment payments to the Association, the Association is authorized to contact the Tenant to collect the amount owed. Furthermore, pursuant to this section, the Tenant is obligated to make the payment to the Association instead of payment of rent to the Unit Owner. The amount collected by the Association from the Tenant is then subtracted by the Tenant from the rent owed to the Unit Owner, if any remains. ..."

BYLAWS

"Section 1. Voluntary Sale or Transfer. Upon receipt of an Owner's written notice of intention to sell or lease as described in the Declaration, the Board shall have full power and authority to consent to the transaction or deny the transaction as specified in said notice, or to designate a person other than the Corporation to purchase or lease the unit without having to obtain the consent of the Membership. The Board shall have the further right to designate the Corporation as being "willing to purchase, lease or rent", upon the proposed terms, and upon the Board's adoption of a resolution to the Membership recommending such purchase or leasing. Notwithstanding the adoption of such resolution and such designation by the Board, the Corporation shall not be bound and shall not purchase

or lease, except upon the authorization and approval of an affirmative vote of a majority of Voting Members present at any regular or special meeting of Owners.”

3. Amendment to Article X, Paragraph A(11) and Article X, Paragraph B (1) & (4) of the DECLARATION; (Removal of language by ~~strikeout~~ and additions by underline);

“11. In the event a sale of a Unit is proposed whereby the prospective purchaser intends to finance more than Ninety (90%) Percent of the purchase price of the Unit, the Association shall have the right to disapprove the proposed sale. The Association is authorized to require proof from the lender showing the financing does not exceed 90% of the purchase price. Any sale effectuated in violation of this provision may be voided by the association. Additionally, at no time shall a mortgage be refinanced where the Unit is mortgaged for more than 90% of the value of the Unit. The terms and conditions of this provision shall not apply to a first mortgagee seeking to transfer a Unit where that first mortgagee has taken title to that Unit by virtue of a foreclosure sale or a deed in lieu of foreclosure. Nor shall this provision apply in the event the association seeks to transfer a Unit where the association has taken title to that Unit by virtue of a foreclosure sale or a deed in lieu of foreclosure.”

“1. An Owner may not mortgage his Parcel nor any interest therein without the approval of Corporation and Management Firm except to an Institutional Mortgagee and as set forth in Article X, Paragraph A(11).”

“4. The provisions of this ARTICLE shall not apply to transfers by an Owner to any member of his immediate family (i.e., spouse, children or parents, grandparents, grandchildren, brother, sister or life partner), or, if a Parcel is owned by a form of co-tenancy, to transfers from one co-tenant to the other co-tenant. The phrase “sell, lease or sub-lease”, in addition to its general definition, shall be defined as including the transferring of an Owner’s interest by gift, devise or judicial sale, whether or not money is exchanged for consideration of the transfer.”

In the event an Owner dies and his Parcel is devised, conveyed or bequeathed to some person other than his spouse, children, parents, grandparents, grandchildren, siblings or life partner or, if some other person is designated by the decedent’s legal representative to receive the ownership of the Parcel, or, if under the laws of descent and distribution of the State of Florida, the Parcel descends to some person or persons other than the decedent’s spouse, children or parents, grandparents, grandchildren, siblings or life partner, the Board of Management Firm may, within thirty (30) days after receipt of proper evidence or rightful designation served upon any Officer of the Corporation and Management Firm, or within thirty (30) days from the date Corporation and Management Firm are placed on actual notice of the said devisee or legatee, express its refusal or acceptance of the individual so designated as Owner. ...”

4. Amendment to Article X, Paragraph 10 of the DECLARATION; (Removal of language by ~~strikeout~~ and additions by underline);

“10. Occupants, Tenants and Guests.

A. Ownership Requirement Before Lease. No Unit shall be leased or rented within the first twelve (12) calendar months from the time the Owner accepted title to such Unit. In the event the Unit is rented or leased or otherwise subject to rental occupancy at the time of acceptance of title, such leasehold interest shall be permitted and the aforementioned twelve (12) month prohibition shall commence upon the termination of said leasehold interest.

B. Lease Terms/ Restrictions. No Unit shall be leased or rented more than once in a twelve (12) month period. No lease of a Unit shall exceed four (4) months. **However, the Board of Directors, in its sole discretion, shall have the authority to review an Owner's request for an approval of a lease which exceeds four (4) months, but not longer than twelve (12) months, in times of National Economic Emergency.** The aforementioned restrictions shall commence upon the termination of current leasehold interests.

C. Unit Occupancy Without an Owner. No guest shall reside in a Unit for more than two (2) weeks without the Owner residing in the Unit simultaneously with said guest. Any person who occupies a Unit for more than two (2) consecutive weeks without the Owner residing in the Unit simultaneously with said person is considered a tenant by the Association and **must be screened by the Association as a Tenant, irrespective as to whether money or other consideration is exchanged, a lease with the Owner is required. Exception: Immediate Family Members, (defined as, children, parents, grandparents, grandchildren, brothers, sisters, spouse or life partner of Owner), may reside indefinitely without the Owner. However, the Association must be notified in advance of the extended stay beyond two (2) weeks. The notification must include the number of persons and length of stay. The Association may require proof of familial relationship. At no time shall the number of persons residing in the Unit exceed the Permanent Occupancy Requirements set forth in the governing documents. Furthermore, abuse of the two (2) week stay, as determined by the Board, may result in litigation or any other remedy permitted under these governing documents or within Florida Statutes Chapter 718.**

D. Unit Occupancy With an Owner. No guest shall reside in a Unit for more than thirty (30) days with the Owner. **Any person who occupies a Unit for more than thirty (30) days with the Owner residing in the Unit simultaneously with said person is considered a Tenant by the Association and must be screened by the Association as a Tenant, irrespective as to whether money or other consideration is exchanged. Exception: Immediate Family Members, defined as, children, parents, grandparents, grandchildren, brothers, sisters, spouse or life partner of the Owner), may reside in the Unit indefinitely with the Owner. However, the Association must be notified in advance of the extended stay beyond thirty (30) days. The notification must include the number of persons and length of stay. The Association may require proof of familial relationship. At no time shall the number of persons residing in the Unit exceed the**

Temporary and/ or Permanent Occupancy Requirements set forth in the governing documents.

- E. Number of Persons to Reside in a Unit. An Owner or approved Tenant is a Permanent Occupant and shall occupy and use his Unit as a single-family private dwelling, for himself, the members of his family, social guests, and for no other purpose. A Permanent Occupant is defined as the Owner(s) as stated on the Deed to the Unit, an Immediate Family Member, as defined above, who resides with the Owner(s) or an approved Tenant under a lease agreement. A Temporary Occupant is a guest residing in a Unit without an Owner up to 2 weeks, or residing in a Unit with an Owner up to 30 days.

PERMANENT OCCUPANCY: At no time shall more than two (2) persons permanently occupy a one (1) bedroom Unit and no more than four (4) persons permanently occupy a two (2) bedroom Unit.

ADDITIONAL/ TEMPORARY OCCUPANCY: In the event an Owner or approved Tenant has guests staying with the Owner, the Association shall permit up to two (2) additional persons to stay in a one (1) bedroom Unit, for a total of four (4) and up to two (2) additional persons to stay in a two (2) bedroom Unit, for a total of six (6) persons."

5. Amendment to Article XIV of the DECLARATION; (Removal of language by ~~strikeout~~ and additions by underline);

"...At no time shall any Commercial Vehicle or Recreational Vehicle, as further defined herein, be permitted to be parked, stored or otherwise maintained in any Owner, Guest or other Parking Spots located within the Association or on Association property. "Commercial Vehicle" is defined as any car, truck, van or other vehicle which contains one (1) or more of the following items: (a) displays commercial lettering or signs, (b) equipment rack(s) or tool rack(s) in truck bed or roof of vehicle, (c) equipment or tools visible to passers by, (d) no rear windows, (e) has a trailer attached and (f) no rear seats/ passenger seats). The Board of Directors has full authority to determine whether a vehicle falls within the definition of Commercial Vehicle. "Recreational Vehicle" includes (1) a camper, mobile home, RV or other vehicle in which persons may reside, (2) a jet ski, boat, or other water craft, and (3) 2,3 or 4 wheeled All Terrain Vehicle(s) associated with off-road driving.

The Board of Directors has the authority to tow any unauthorized vehicle as set forth herein after proper notice under Florida Statutes. The cost of any and all towing of unauthorized vehicles is at the expense of the Owner of the vehicle."

Except as proposed above, all other terms and conditions of the DECLARATION and BYLAWS for BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC., shall remain unchanged and in full force and effect according to their terms.

IN WITNESS WHEREOF, the Association has caused these Amendments to the DECLARATION and BYLAWS of BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC., to be executed by the duly authorized officer on this 28th day of April, 2010.

BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC.

By: John W. Chase
JOHN W. CHASE, Authorized Agent
PRESIDENT

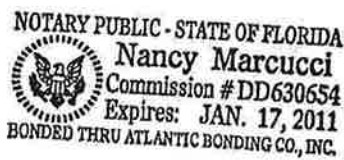
STATE OF FLORIDA)

COUNTY OF Broward

THE FOREGOING instrument was executed before me this 28th day of April, 2010, by John Chase, Authorized Agent of BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC., who upon being duly sworn acknowledged to me that he/she signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 28th day of April, 2010.

Nancy Marcucci
Notary Public
My commission expires:





July 14, 2010

Re: Country Club #8 Condominium Association
Amendment to Governing Documents

Dear Unit Owner:

Enclosed please find a copy of the Certificate of Amendment to Country Club #8 Condominium Association's governing documents. The enclosed Amendment was adopted by Members of the Association on April 6, 2010, and recorded in the Official Records of Broward County on June 23, 2010. Thus, the enclosed became part of the Association's governing documents on June 23, 2010, and enforceable as of that date.

For future reference, please place the enclosed in a safe place, along with your copy of the Association's governing documents, which include the Declaration of Condominium and Bylaws of the Association.

As you will note, among other changes, the enclosed Amendment clarifies the Association's screening process for those attempting to purchase or rent; clarifies the occupancy of units; clarifies vehicle restrictions; allows for fining of those in violation of the Association's rules and regulations; and allows for rentals in excess of four months "in times of National Economic Emergency." These changes represent some but not all of the changes made to the Association's governing documents by the enclosed Amendment.

Sincerely,
FOR THE BOARD OF DIRECTORS
COUNTRY CLUB #8 CONDOMINIUM ASSOCIATION

Ann Campbell, CAM
Property Manager



Rosanna -
F.V.I.

July 14, 2010

Re: Country Club #8 Condominium Association
Amendment to Governing Documents

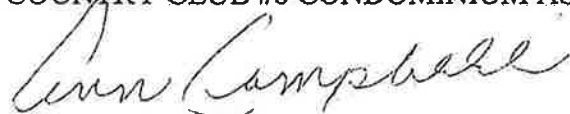
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Sincerely,
FOR THE BOARD OF DIRECTORS
COUNTRY CLUB #8 CONDOMINIUM ASSOCIATION


Ann Campbell, CAM
Property Manager

Rosanna
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Please
note

BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32
CONDOMINIUM ASSOCIATION, INC.

AMENDED RULES AND REGULATIONS

THE RULES AND REGULATIONS LISTED HEREIN SHALL BE DEEMED TO BE IN EFFECT UNTIL AMENDED BY THE BOARD AND SHALL APPLY TO THE BINDING UPON ALL OWNERS. OWNERS SHALL AT ALL TIMES COMPLY WITH THESE RULES AND REGULATIONS AND COMPLIED BY THEIR FAMILIES, GUESTS, INVITEES, SERVANTS, LESSEES AND PERSONS OVER WHOM THEY EXERCISE CONTROL AND SUPERVISION.

THE AMENDED RULES AND REGULATIONS ARE AS FOLLOWS:

1. An owner shall occupy and use his unit as a single-family private dwelling, for himself the members of his family, his social guests, and for no other purpose. No more than two (2) persons shall permanently occupy a one (1)-bedroom unit and no more than four (4) persons shall permanently occupy a (2)-bedroom unit. (See Article X, Paragraph 10 (E))
2. Owners shall not use or permit the use of their units in a manner which would be disturbing to or be a nuisance to other owners, or in a manner which would be illegal immoral, improper, or which would cause damage, or injury to the reputation of the property.
3. Owners and occupants of units shall exercise extreme care to minimize noise in connection with the use of musical instruments, radios, television sets, amplifiers or other loud speakers so as not to disturb other persons

occupying units; no musical instrument will be played and no phonograph, radio, television set or other loud speaker will be allowed to be operated or played in any unit between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall disturb or annoy other occupants of units.

4. Owners shall not cause or permit anything to be hung or displayed on the outside of windows, or placed on the outside of walls of a building. No sign, awning, canopy, shutters, screen or similar items, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, or any part thereof except with the written approval of the Association.
5. No clothes, sheets, blankets, laundry or any kind of article shall be hung out or exposed on any part of the Common Elements, Limited Common Elements, or on any part of the exterior of a Building. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner.
6. No rugs or other articles may be dusted from the windows or balcony, patio or entryway or on the Limited Common Elements or on the Property, except in such area, if any, designated by the Association.
7. No cooking shall be permitted on any balcony, patio or entry way or on the Limited Common Elements or on the Property, except in such area, if any, designed by the Association.
8. The Association may determine the type, color and design of chairs and other items of furniture and furnishings that may be placed and used on any entryway, patio or porch. An Owner shall not place or use any items

thereon or upon any portion of the Common Elements or Limited Common Elements except with the approval of and as designated by the Association.

9. In order to maintain the cleanliness of the Property, food and beverages may not be consumed outside of a Unit except on designated areas, if any.
10. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational, or otherwise shall be conducted, maintained or permitted on any part of the Property or in any Unit.
11. No "Sold" or "For Sale" or "For Rent" signs or other window displays or advertising shall be maintained or permitted on any part of the Property or in any Unit.
12. No hazardous materials shall be kept or stored in a Unit or on a Terrace. Furthermore, no activity shall be conducted in a Unit or on a Terrace which will either increase the Association cost of insurance or result in the insurance being cancelled.
13. No destruction of any Common Elements, Limited Common Elements or any part of the exterior of a Building will be permitted.
14. Owners will maintain their Units at all times in compliance with all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over BONAVENTURE/WESTON.
15. No pets are allowed under any circumstances, including a visit of any duration, except an owner or visitor requiring a guide or other service animal.

16. A Unit owner, contractor or subcontractor prior to 10:00 A.M. or subsequent to 5:00 P.M will perform no repairs within a Unit. No work will be performed on Sunday or a weekday or Saturday if the day is a National Holiday. A licensed and insured vendor must perform any alterations approved. The hours and days are null and void in case of an emergency.

17. No Owner shall permit any structural modification or alteration to be made within a Unit without first obtaining the written consent of the Association, which consent may be withheld in the event that a majority of the Board determines, in their sole discretion, that such structural modification or alteration would affect or in any manner endanger the Property. If the modification or alteration desired by the Owner involves the removal of any permanent interior partition, the Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition and so long as the removal thereof would in no matter affect or interfere with the providing of utility services constituting Common Elements. No Owner shall cause the windows or balcony abutting his Unit to be increased in size, altered or cause improvements or changes to any balcony or windows on the exterior of the property. This prohibition includes but is not limited to painting or other decorating, shutters, canopies or awnings, the installation of electrical wiring, television antenna, machines or air conditioning units which may protrude through the walls or roof of the Property or which would in any manner change the appearance of any portion of the Property. Removal of debris is the sole responsibility of the owner.
 - A. Repair/Remodeling of Units: Owner must notify the Association at least 5 business days in advance of any remodeling or non-emergency

repair work to be done in the Unit, with the exception of air conditioning work and after providing notification at least 24 hours in advance. All work must be completed by a licensed and insured contractor or other vendor. The Association must receive the Name of the Company, Proof of License & Insurance as well as the dates the work will take place. An emergency repair is defined as any repair requiring work to take place in less than 24 hours. The Association may require a refundable deposit of up to \$200.00 when major repairs or upgrades, such as tile installation, a/c replacement, etc. are being completed in a Unit. The deposit is to be used in case of damage to common elements during the project completion.

18. The Association shall not have the right to make or cause to be made such alterations or improvements to the Common Elements or Limited Common Elements, which prejudice the rights of an Owner in the use and enjoyment of his Unit, unless in such instance, such Owner's written consent has been obtained. The Board must approve the making of such alterations and improvements and the costs of such alterations or improvements shall be assessed as a Common Expense to be collected from all Owners. However, where any alteration or improvements are exclusively or substantially for the benefit of the Owner requesting same, then the cost of such alterations and improvements shall be assessed against and collected solely from the Owner exclusively or substantially benefited. Such assessment is to be levied in such proportion as may be determined by the Board.
19. Servants, domestic help, vendors, contractors or any other employee of an owner or tenant, shall not gather or lounge in the common areas of the Property.

20. Any Owner shall not send employees of the Association or Management Firm off the Property at any time for any purpose. No Owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association and Management Firm.
21. The Property contains one and one-half automobile parking spaces for each Unit. One parking space has been assigned to each Unit as a Limited Common Element and the other parking space has been designated as a Common Element. The Board and Management Firm shall at all times, subject to the Rules and Regulations establish use of all parking spaces.
- A. Each owner is permitted to use 1 guest parking spot, as available, on an ongoing basis besides the assigned spot for the Unit. Excessive use of parking spots, such as more than 1 Owner vehicle in a guest spot, by Owners will result in a violation and give the Association the right to tow the vehicle in violation, at owner's expense, after proper warning.
22. No vehicle, which cannot operate on its own power, shall remain on the Property for more than twenty-four (24) hours, and no repair of vehicles shall be made on the Property.
- A. Parking in front of the building is intended primarily for dropping off passengers, some who are infirm, and such things as groceries or packages, and then for moving or unloading supplies for unit repairs or upgrades. Parking must be as brief as possible and generally NOT immediately in front of the front door, but toward the west end of our drive. Violators will first have a warning/move vehicle tag placed on their windshield and then be subject to towing, at their expense, for a prolonged violation. However, any vehicle blocking traffic passenger flow will be subject to an immediate tow of

the vehicle at the owner's expense. All vehicles must keep a safe distance from overhang supports or the front door.

23. Payments of monthly assessments shall be made at the office of the Management Firm. Payments made in the form of checks or money orders shall be made out to the association, and not to any other entity. Payments of Assessments are due on the first day of each month, and if such payments are late, are subject to charges, as provided in the Declaration.
24. The Association and Management Firm, their agents, employees and licensees, shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible there from, or for making emergency repairs therein to prevent damage to the Common Elements or to another Unit.
25. Owners whose units are unoccupied for more than 30 days are to have an able/responsible house-sitter and must provide the Association with the name and contact information of the person, or entity that is checking on the unit.
26. Association has the authorization to enter an abandoned unit for the purpose of monthly extermination, or other inspections required for maintenance of the common elements.
27. No Unit shall be leased or rented within the first twelve (12) calendar months from the time the Owner accepted title to such Unit.

28. No Unit shall be leased or rented more than once in a twelve (12) month period. No lease shall exceed four (4) months.
29. No guest shall reside in a Unit for more than two (2) weeks without the Owner residing in the Unit simultaneously with said guest. Any person who occupies a Unit for more than two (2) consecutive weeks without the Owner residing in the Unit simultaneously with said person is considered a tenant by the Association and must be screened by the Association as a Tenant, irrespective as to whether money or other consideration is exchanged. (See Article X, Paragraph 10 of the Declaration)
30. In the event a sale of a Unit is proposed whereby the prospective purchaser intends to finance more than Ninety (90) Percent of the purchase price of the Unit, the Association shall have the right to disapprove the proposed sale. The Association is authorized to require proof from the lender showing the financing does not exceed 90% of the purchase price. Any sale effectuated in violation of this provision may be voided by the Association. Additionally, at no time shall a mortgage be refinanced where the Unit is mortgaged for more than 90% of the value of the Unit. (See Article X, Paragraph A(11))
31. In order to effectuate the entry into a specific Unit in time of emergency, all Owners shall provide the Association with a key to his/her Unit. It is important for the Association to have these keys in order to avoid the Owner being charged for emergency access into the apartment via locksmith or breaking down the door by the fire department.

32. All trash, garbage and recyclables must be disposed of properly and in compliance with written instructions given to all Unit owners and renters and/or posted in trash rooms or any other common areas.
33. Window treatment (including shutters) must be of a neutral color (beige) or same as installed on units 111 and 112.
34. The space in front of Unit Owners' storage bins must be kept clear. Anything left in this area is subject to immediate disposal.
35. We have a decorating committee who works directly under the Board of Directors guidance. In the event you have an item, which you desire donating to the building, please notify the Board in writing, describing the item in detail. The Board will then make a decision concerning where (if at all) to place the item in our building.
36. The front door is our only security; EVERYONE is responsible for closing the door upon entering or exiting. All guests, vendors, or other visitors of residents must properly be escorted into the building by the resident in person or by gaining access through the tele-entry system.
37. Move In/Move Out Dates & Times: To reduce the nuisance to residents on the weekend and in the business week evenings, any move in or out of the building, by a tenant or owner, must take place between the hours of 8:00 AM and 8:00 PM, Monday through Saturday. However, no move in or out is permitted on a weekday or Saturday if the day is a National Holiday. Association must be notified of such dates. Elevator mats, located on first floor storage room, must be used prior to moving any furniture and/or large equipment. User is responsible for returning them as well.

Unit owners will be responsible for clean up and any damage done to common areas as a result of moving or work done in unit. The Association may require a Refundable Security Deposit of up to \$200.00 to be used to repair any damage done to the common areas during the move in or out.

38. In order to absorb noise, anyone installing tile or wood flooring must use an underlay material, which is recommended by the provider of the tile or wood. Adequate results will come from using cork for the barrier between your tile/wood and the concrete floor. The amount must be 1/4" cork, or equal or better material, for minimal noise attenuation. Any deviation from this standard must be requested and approved in writing with the Board of Directors.
39. For fire and personal safety, nothing must block the 3 stairwells in the building.
40. Valet Bellman's Cart is provided primarily for clothing and luggage. It is absolutely not to be used for any construction materials or any other very heavy items. Owners will be responsible for any damage they or their designees cause.
41. Failure to follow the rules of the association may result in the association pursuing the violating owner or tenant through State arbitration or other appropriate court action as provided by Florida law, which may include the obligation of the owner or tenant, for payment of the incurred attorney's fees and costs. Additionally, the Association has the right to levy a fine against violation owners or tenants pursuant to the requirements of Florida Statutes Chapter 718. (See Article XVIII, Paragraph 1 of the Declaration and Article VIII, Section 1 of the By-Laws)

80- 4535

BUILDING EIGHT OF COUNTRY CLUB APARTMENTS
AT BONAVENTURE 32, A CONDOMINIUM

DECLARATION OF CONDOMINIUM

JAN 7 9 15 AM '80

THIS INSTRUMENT PREPARED BY:

STANLEY ANGEL, ESQUIRE
COHEN, ANGEL & ROGOVIN
1175 N.E. 125th STREET
NORTH MIAMI, FLORIDA 33161

RETURN TO: 

BRUCE B. LITWER, ESQ.
200 Country Club Road
Fort Lauderdale, Florida 33326

RE 3654 REC 627

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

5. Association means BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, which is the entity responsible for the operation of the Condominium. The word Corporation is used as a synonym for Association throughout this Declaration.

6. Board means the Board of Directors of the Corporation.

7. BONAVENTURE means the planned community being constructed by Developer on approximately 1,250 acres of land in Broward County, Florida, which will consist of Condominiums, rental apartment buildings, townhouses, single-family homes, recreational facilities and commercial properties.

8. BONAVENTURE Project Lands means and refers to all of the lands described in the Plat of BONAVENTURE recorded in Plat Book 82 at Page 43 of the Public Records of Broward County, Florida. With the exception of this Condominium, anything else contemplated to be constructed in BONAVENTURE on the BONAVENTURE Project Lands is a projected plan of development only and nothing herein shall be construed as making it obligatory upon Developer to construct anything other than that which is described in this Declaration.

9. Budget means Exhibit A to this Declaration and all subsequent Budgets relating to Common Expenses of the Condominium, which may hereafter, annually, be promulgated by either the Board or Management Firm.

10. Building means any one of the various individual apartment type structures constructed upon a portion of the real property submitted to Condominium ownership.

11. By-Laws means the By-Laws of the Corporation as they exist from time to time, which are attached hereto as Exhibit D.

12. Club or Town Center Club means the recreational facility to be built by the Developer, at Developer's expense, the use of which has been reserved to 5,000 Unit Owners or residents of BONAVENTURE.

13. Club Maintenance Assessment means that sum of money required to be paid to the Town Center Club Association, Inc. by an Owner, as the Owner's share of the cost of maintaining and operating the Town Center Club. These payments relate to the use of or the right to use certain recreational facilities constructed by Developer, which are to be dedicated to the use of a specific number of Owners.

14. Common Elements means the portions of the Property not included in Units or Limited Common Elements. However, the definition of Common Elements shall include easements through Units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and Common Elements, and easements of support in every portion of a Unit which contributes to the support of the improvements.

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15. Common Expenses means the expenses of the Corporation for which Owners are liable.

16. Common Surplus means the excess of all receipts of the Corporation, including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements, over and above the amount of money expended as Common Expenses.

17. Condominium means that form of ownership of Condominium Property under which Units or improvements are subject to ownership by one or more Owners, and there is appurtenant to each Unit, as part thereof, an undivided share in Common Elements.

18. Condominium Documents means this Declaration and all Exhibits attached hereto as same, from time to time, may be amended.

19. Corporation means the Association.

20. Declaration means this instrument and all Exhibits attached hereto as it or they may, from time to time, be amended.

21. Developer means CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, under Land Trust Number 5154-1, its successors and assigns. Purchasers of Units in this Condominium shall not be considered successors and assigns for the purposes of this definition.

22. Directors means the Directors of the Corporation.

23. Institutional Mortgagee means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, or a lender generally recognized in the community as an institutional lender. The security instrument given to and recorded by an Institutional Mortgagee is herein referred to as an Institutional Mortgage.

24. Insurance Trustee means that Florida bank having trust powers, designated by the Board to receive proceeds in behalf of the Corporation which proceeds are paid as a result of casualty or fire loss covered by insurance policies.

25. Intercondominium Association means Keep Bonaventure Beautiful Corp., a Florida corporation. This Corporation has the responsibility for maintaining the Intercondominium Property.

26. Intercondominium Property means those areas within BONAVENTURE which have not been submitted to Condominium Ownership, the use of which is available to all for the benefit of all residents of BONAVENTURE. This definition does not include real property upon which Developer is constructing certain private recreational facilities. Intercondominium Property is intended to include, but not be limited to, such items as the entrance way to Bonaventure, including the fountain area and berm behind it, trees, shrubs and grass

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within dedicated road rights-of-way, street and area signs, boulevard lighting, the internal transportation system and the Internal Security Service for the Intercondominium Property.

The Security Service referred to means the central security system created by Developer for the protection of Unit Owners and their property. The location of the Security Service Offices shall remain in the reasonable discretion of Developer. Initially, said offices shall be located in the proximity of the clubhouse of the Bonaventure Country Club. It is the intention of Developer to have security guards patrol all of the public rights-of-way within Bonaventure and be available for the reasonable security needs of any Unit Owner, to the extent of permitted authority.

27. Limited Common Elements means that portion of the Property not included in Units which are not Common Elements. Limited Common Elements are restricted in use to one or more specific Owners.

28. Management Agreement means and refers to that certain agreement between Bonaventure Management Corp., a Florida corporation, and the Corporation, which provides for the management of the Property. The Management Agreement is attached hereto as Exhibit E. All references in this Declaration to the Management Firm shall only be applicable for so long as the Management Agreement shall remain in effect.

29. Management Firm means Bonaventure Management Corp. a Florida corporation, its successors and assigns.

30. Manager means either the Management Firm or a designee of the Management Firm who specifically manages the Property.

31. Member means an Owner having voting rights in the Corporation.

32. Membership means all Owners having voting rights in the Corporation.

33. Occupant means the person or persons, other than an Owner, in possession of a Unit.

34. Officer means the President, Vice President, Secretary, Treasurer of the Corporation or any Designated assistants.

35. Owner or Unit Owner means that person or entity (including Developer) who holds title to a Parcel.

36. Parcel or Condominium Parcel means a Unit, together with the undivided share in Common Elements and Limited Common Elements appurtenant to the Unit.

37. Property or Condominium Property means and includes the real property submitted to Condominium Ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

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38. Restrictions or Declaration of Restrictions means and refers to that certain document which has been filed of record and is attached to this Declaration as Exhibit F. This instrument establishes use and maintenance criteria for the Property. The terms and conditions of these Restrictions, if in conflict with this Declaration, shall supersede and govern the use and maintenance of the Property.

39. Special Meeting means any meeting of the Membership (other than the Annual Meeting) held pursuant to the provisions of the By-Laws.

40. Unit or Condominium Unit means a part of the Property which is subject to private ownership.

41. Voting Member means an Owner or his designee empowered to vote at Annual or Special Meetings.

III.

OWNERSHIP OF COMMON ELEMENTS

Each Owner shall own an undivided interest in the Common Elements and Limited Common Elements, and the undivided interest of such ownership, stated as percentages, is set forth in Exhibit B attached hereto.

The fee title to each Parcel shall include both the Unit and the undivided interest in Common Elements and Limited Common Elements, said undivided interest being deemed to have been conveyed or encumbered with its respective Unit. Any attempt to separate the fee title of a Unit from the undivided interest in the Common Elements and Limited Common Elements appurtenant to a Unit shall be null and void.

IV.

VOTING RIGHTS

There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of Owners. If a Unit is owned by more than one person, the Owners of said Unit shall designate one of them as the Voting Member or in the case of a corporate Owner, an officer or employee

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thereof shall be the Voting Member. Developer, as Owner of unsold Units, shall be entitled to one (1) vote for each Unit owned. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws.

Each Unit shall be entitled to one (1) vote. The vote of a Unit is not divisible.

V.

COMMON EXPENSE AND COMMON SURPLUS

The Common Expense of the Corporation shall be shared by Owners in the same percentages as the Common Elements appurtenant to each Unit. The foregoing ratio of sharing Common Expenses and Assessments shall remain fixed regardless of purchase price, location, or number of square feet included in a Unit.

Any Common Surplus shall be owned by Owners in the same proportion as their percentage ownership interest in Common Elements.

VI.

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of Owners called or convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than three-fourths (3/4ths) of the total vote of Members. Each amendment shall be certified by the President and Secretary of the Corporation as having been duly adopted, shall be executed with the formalities of a deed, shall include the recording data identifying this Declaration and shall be effective when recorded amongst the Public Records of Broward County, Florida. No amendment shall change any Parcel's proportionate share of the Common Elements, Common Expenses or Common Surplus, nor the voting rights appurtenant to a Unit, unless the Owner thereof, and all holders of mortgages or other voluntarily placed liens thereon, shall join in the execution thereof. No amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages, or change the provisions of this Declaration with respect to Institutional Mortgages, without the written approval of all Institutional Mortgagees.

Notwithstanding the foregoing, this Declaration may not be amended without the written approval of the Management Firm and no amendment shall change the rights and privileges of Developer without Developer's written approval.

Further, Developer reserves the right to:

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A. Change the interior design and arrangement of all Units, and to alter the boundaries of Units so long as Developer owns the Units so altered; however, no change shall increase the number of Units or alter the boundaries of Common Elements or Limited Common Elements (except a party wall between Units owned by Developer) without amendment of this Declaration in the manner hereinabove set forth.

B. Make any changes in Units, Common Elements or Limited Common Elements, which changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such alteration of Units, Common Elements or Limited Common Elements and said amendment need only be executed and acknowledged by Developer and any holders of Institutional Mortgages encumbering the altered Units. The survey shall be certified in the manner required by the Act. If more than one (1) Unit is altered, Developer shall apportion between the altered Units the shares in Common Elements and Limited Common Elements appurtenant to the altered Units.

C. Amend the Declaration so as to correct any errors in accordance with the authority and procedure established and set forth in the Act.

VII.

BY-LAWS

The operation of the Condominium shall be governed by the By-Laws.

No modification of or amendment to the By-Laws shall be valid unless set forth in or attached to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any Institutional Mortgage covering any Parcel, or which would change the provisions of the By-Laws with respect to Institutional Mortgagees, without the written approval of Institutional Mortgagees and no amendment shall change the rights and privileges of Developer without Developer's written approval.

VIII.

THE OPERATING ENTITY

The operating entity of the Condominium shall be the Corporation. Corporation shall have all of the powers and duties set forth in the Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration. Developer has elected to retain control of the Board for a limited period of time, in accordance with the provisions of the Act. Reference should be made to the By-Laws for the specific details relating to this control.

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IX.

ASSESSMENTS

Corporation, through its Board, has delegated to the Management Firm the power to fix and determine the sums necessary and adequate to provide for the Common Expense of the Condominium, and such other sums as are specifically provided for in this Declaration. Upon the expiration or termination of the Management Agreement, Corporation shall have such power.

Common Expenses shall be assessed against each Parcel as provided for in ARTICLE V of this Declaration.

Assessments that are unpaid for more than forty-five (45) days after the due date shall bear interest at the rate of ten (10%) percent per annum from the due date until paid, and, at the discretion of the Board and Management Firm, a late charge of Twenty-five (\$25.00) Dollars per month shall be due and payable.

Corporation and Management Firm shall have a lien on each Parcel and all tangible personal property located therein, for unpaid Assessments and late charges, together with interest thereon. Such lien shall be subordinate to Institutional Mortgages encumbering any Parcel and any other prior bona fide liens of record. Reasonable attorney's fees incurred by Corporation and Management Firm incident to the collection of such Assessments or the enforcement of such lien, together with all sums advanced and paid by Corporation and Management Firm for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by Corporation and Management Firm in order to preserve and protect its lien, shall be payable by the Owner and secured by such lien. Said Lien shall be effective when perfected in the manner provided for by the Act and shall have the priorities established by the Act. Corporation and Management Firm shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment lien, and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced.

Where an Institutional Mortgagee obtains title to a Parcel as a result of a foreclosure of its mortgage, or when an Institutional Mortgagee accepts a Deed to a Parcel in lieu of foreclosure, it and its successors and assigns shall not be liable for the share of Common Expense Assessments pertaining to such Parcel, which became due prior to its acquisition of title unless such share is secured by a lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expense or Assessments shall be deemed to be Common Expense collectible from all Owners, excluding such acquirer, its successors and assigns.

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Any party acquiring an interest in a Parcel, (including an Institutional Mortgagee) may not, during the period of its ownership, be excused from the payment of some or all of the Common Expense coming due during the period of such ownership and shall not be entitled to occupancy of the Unit or use of the Common Elements until such time as all unpaid Assessments have been paid. Corporation and Management Firm shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessment to Developer, to any Owner or group of Owners, or to any third party.

X.

PROVISIONS RELATING TO SALE,
RENTAL, ALIENATION OR MORTGAGING OF PARCELS

A. Sale or Rental of Parcels - Corporation and Management Firm to Have Right of First Refusal:

1. In the event any Owner (other than Developer) wishes to sell or lease his Parcel, Corporation and Management Firm shall have the option to purchase or lease said Parcel upon the same conditions as are offered by an Owner to a third person. Any attempt to sell or lease a Parcel without prior offer to Corporation and Management Firm shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

2. Should an Owner wish to sell or lease his Parcel, he shall, before accepting any offer to purchase, or lease his Parcel, deliver to the Board and Management Firm a written notice containing the terms of the offer he wishes to accept, the name and address of the person to whom the proposed sale or lease is to be made, two (2) bank references and three (3) individual references (local, if possible) and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board or Management Firm. The Board or Management Firm is authorized to waive any and all of the abovelisted information.

3. The Board and Management Firm, within ten (10) days after receiving such notice and such supplemental information as is required, shall either consent to the transaction as specified in said notice, or, by written notice to be delivered to the Owner's Unit (or mailed to the place designated by the Owner in his notice), designate Corporation or Management Firm, or any other person satisfactory to the Board and Management Firm, who is willing to purchase or lease upon the same terms as those specified in the Owner's notice.

4. Corporation's right to designate itself or a third party as a purchaser or lessee of a Parcel shall be prior to the right of the Management Firm and the Management Firm is not authorized to designate Corporation as the purchaser or lessee of a Parcel in the event Corporation does not exercise its prior rights.

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5. The stated designee of the Board or Management Firm shall have fourteen (14) days from the date of the notice sent by the Board or Management Firm within which to make a binding offer to purchase or lease upon the same terms and conditions specified in the Owner's notice. Thereupon, the Owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board and Management Firm. Failure of the Board and Management Firm to designate such person or failure of such designee to make such offer within the fourteen (14) day period shall be deemed consent by the Board and Management Firm to the transaction specified in the Owner's notice, and the Owner shall be free to make or accept the offer specified in his notice, and sell or lease said interest pursuant thereto within ninety (90) days after his notice is given.

6. The consent of the Board and Management Firm shall be in recordable form, signed by two (2) Officers and an officer of the Management Firm and shall be delivered to the purchaser or lessee. Should the Board and Management Firm fail to act as herein set forth, and within the time provided herein, the Board and Management Firm, shall nevertheless, thereafter prepare and deliver their written approval. No conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board and Management Firm being recorded amongst the Public Records of Broward County, Florida.

7. The sub-leasing of a Unit shall be subject to the same limitations as are applicable to the leasing thereof. Corporation and Management Firm shall have the right to require that a substantially uniform form of lease or sub-lease be used, or in the alternative, the Board and Management Firm's approval of the lease or sub-lease form to be used, shall be required. After approval, Units may be leased or sub-leased, provided the occupancy is only by the Lessee, his family and guests. No individual rooms may be leased or sub-leased and no transient tenants may be accommodated.

8. Where a corporate entity is an Owner, it may designate the occupants of the Unit for such periods of time as it desires without compliance with the provisions of this ARTICLE. The foregoing shall not be deemed an assignment or sub-leasing of a Unit.

9. Corporation or Management Firm shall have the right to require that sales of Parcels be effected by a form of Warranty Deed to be supplied by Corporation or the Management Firm.

B. Mortgaging and Other Alienation of Parcels:

1. An Owner may not mortgage his Parcel nor any interest therein without the approval of Corporation and Management Firm except to an Institutional Mortgage. The approval of any other mortgagee may be upon conditions determined by the Board and Management Firm, and said approval, if granted, shall be in recordable form, executed by two (2) Officers and an officer of the Management Firm.

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2. No judicial sale of a Parcel or any interest therein shall be valid unless:

(a) The sale is to a purchaser approved by Corporation and Management Firm, which approval shall be in recordable form, executed by two (2) Officers, an officer of the Management Firm, and delivered to the purchaser; or

(b) The sale is a result of a public sale with open bidding.

3. Any sale, mortgage, lease or sub-lease which is not authorized pursuant to the terms of this Declaration shall be void, unless subsequently approved by the Board and Management Firm. Said approval shall not be unreasonably withheld and shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

4. The provisions of this ARTICLE shall not apply to transfers by an Owner to any member of his immediate family (i.e., spouse, child or parents), or, if a Parcel is owned by a form of co-tenancy, to transfers from one co-tenant to the other co-tenant. The phrase "sell, lease or sub-lease", in addition to its general definition, shall be defined as including the transferring of an Owner's interest by gift, devise or judicial sale.

In the event an Owner dies and his Parcel is devised, conveyed or bequeathed to some person other than his spouse, children, or parents, or, if some other person is designated by the decedent's legal representative to receive the ownership of the Parcel, or, if under the laws of descent and distribution of the State of Florida, the Parcel descends to some person or persons other than the decedent's spouse, children or parents, the Board or Management Firm may, within thirty (30) days after receipt of proper evidence or rightful designation served upon any Officer of the Corporation and Management Firm, or within thirty (30) days from the date Corporation and Management Firm are placed on actual notice of the said devisee or legatee, express its refusal or acceptance of the individual so designated as Owner.

If the Board or Management Firm shall refuse to consent, then Corporation or Management Firm shall be given an opportunity during thirty (30) days next after said last abovementioned thirty (30) days within which to purchase or to furnish a purchaser for the Parcel, for cash, at the then fair market value thereof. Should the parties fail to agree on the value of the Parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for Broward County, Florida, upon ten (10) days notice, on the petition of any party in interest. The expense of appraisal shall be paid by the designated person or persons, or the legal representatives of the deceased Owner, out of the amount realized from the sale of the Parcel. In the event Corporation

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or Management Firm does not exercise the privilege of purchasing or furnishing a purchaser for the Parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the Parcel, or such person or persons, or the legal representatives of the deceased Owner may sell the Parcel and such sale shall be subject in all other respects to the provisions of this Declaration.

If the Board and Management Firm shall consent, ownership of the Parcel may be transferred to the person or persons so designated, who shall thereupon become the Owner thereof, subject to the provisions of this Declaration.

5. The liability of an Owner under this Declaration shall continue, notwithstanding the fact that he may have leased, or sublet said interest, as provided for herein. Every purchaser, lessee or sub-lessee shall receive their interest in a Parcel subject to this Declaration and the Act.

6. Special Provisions Regarding Sale, Leasing, Mortgaging, or other Alienation by Certain Mortgagees, Developer, Corporation, and Management Firm:

(a) An Institutional Mortgagee holding a mortgage on a Parcel, or Developer (if it should have taken back a purchase money mortgage on a Parcel) or Management Firm, upon becoming the Owner through foreclosure, or by Deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional Mortgage or the lien of Corporation for Common expenses, shall have the unqualified right to sell, lease or otherwise transfer said Parcel including the fee ownership thereof and/or to mortgage said Parcel without prior offer to the Board and Management Firm and without the prior approval of the Board and Management Firm. The provisions of Sections A and B, Paragraphs 1 through 5, of this ARTICLE, shall be inapplicable to an Institutional Mortgagee, Developer, Management Firm, or acquirer of title, as described in this Paragraph.

(b) Developer and Management Firm are irrevocably empowered to sell, lease, sub-lease and/or mortgage Parcels and portions thereof, to any purchaser, lessee, sub-lessee or mortgage approved by them. Developer shall have the right to transact any business necessary to consummate sales or leases of Parcels or portions thereof, including but not limited to, the right to maintain models, have signs, use the Common Elements and Limited Common Elements and to show Parcels. The Sales Office signs, and all items pertaining to sales shall not be considered Common Elements and shall remain the property of Developer.

(c) In the event there are unsold Parcels, Developer retains the right to be the Owner of said unsold Parcels;

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however, notwithstanding the obligation of each Owner to pay his proportionate share of the Common Expenses, Developer shall only be required to pay as his share of the Common Expenses with reference to Parcels owned by Developer, the difference between Corporation's actual Common Expenses and the sums collected for Common Expenses assessed and charged to Parcels to which Developer has conveyed title or the cost of Common Expenses for such Parcels owned by Developer, whichever is less, until three (3) years from the date on which Developer conveys title of a Parcel to an Owner. Commencing three (3) years from the date on which Developer conveys title of a Parcel to an Owner (or sooner, at Developer's election), Developer shall contribute to the Common Expenses of Corporation, as to Parcels then owned by it, in the same manner as all other Owners.

XI.

INSURANCE PROVISIONS

A. Personal Liability and Risk of Loss of Owners of Condominium Units and Separate Insurance Coverage, Etc.: An Owner may, at his expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such Owner, and may, at his expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such Owner's Unit or upon the Common Elements. All such insurance obtained by an Owner shall, whenever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other Owners, Corporation or Developer, and their respective servants, agents and guests. Risk of loss or damage to any furniture, furnishings and personal property constituting a portion of the Common Elements which may be stored in any Unit shall be borne by the Unit Owner. All furniture, furnishings and personal property constituting a portion of the Common Elements and held for the joint use and benefit of all Owners shall be covered by such insurance as shall be maintained in force and effect by Corporation.

An Owner shall have no personal liability for any damage caused by Corporation or its agents in connection with the use of the Common Elements or Limited Common Elements. An Owner shall be liable for any injuries or damage resulting from an accident within 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. Any and all insurance or re-insurance placed or contracted for by any Owner must be placed with an insurer licensed and authorized to do business in the State of Florida, and maintaining a licensed agent in the State of Florida.

B. Insurance Coverage to be Maintained by Corporation; Insurance Trustee, Appointment and Duties; Use and Distribution of Insurance Proceeds, Etc.: The following insurance coverage

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shall be maintained in full force and effect by the Corporation which shall cover the operation and management of the Condominium:

1. Casualty insurance covering all Units, Common Elements and Limited Common Elements in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier; or, if approved by the Board or Management Firm, said casualty insurance may be carried on not less than an eighty (80%) percent co-insurance basis. Such coverage is to afford protection against (i) loss or damage by fire or other hazards, including windstorm, covered by the standard extended coverage or other perils endorsement, subject to such deductible provision as the Board or Management Firm may approve from time to time; and (ii) such other risks of a similar or dissimilar nature as are, or shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, water damage and war risk insurance if available.

2. Public liability and property damage insurance in such amounts and in such form as shall be required by Corporation or Management Firm to protect Corporation and Owners, including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage.

3. Workmen's Compensation to meet the requirements of Florida law.

4. Such other insurance coverage as the Board or Management Firm, in its sole discretion, may determine from time to time to be in the best interests of Corporation and Owners.

All liability insurance maintained by Corporation shall contain cross liability endorsements to cover liability of all Owners as a group and each Owner individually. All insurance coverage authorized to be purchased shall be purchased by Corporation or Management Firm for the benefit of Corporation and all Owners. The cost of obtaining the insurance coverage authorized above is declared to be a Common Expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof. All policies of fire and casualty insurance shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee, or its successors, and the insurance proceeds from any fire and casualty loss shall be held for the use and benefit of Corporation, all Owners and their respective mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. Corporation or Management Firm is hereby declared to be and is appointed as "authorized agent" for all Owners for the purpose of filing such proof of loss as may be required under the policy of fire and casualty insurance and negotiating and agreeing to a settlement as to the value and extent of any loss which

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may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy of casualty insurance and resulting in loss of or damage to insured property.

The Board or Management Firm shall have the right to select the insurance company or companies with whom insurance coverage may be placed, and shall have the right to designate the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound by the selection so made, but the foregoing shall not be to the exclusion of the rights reserved unto Institutional Mortgagees herein.

The Insurance Trustee shall be a banking institution having trust powers and doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy of fire and casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of fire and casualty insurance as are paid and to hold the same in trust for the purposes herein stated for the benefit of Corporation, Owners, and their respective mortgagees. Such insurance proceeds are to be disbursed and paid by the Insurance Trustee as herein provided. Corporation, as a Common Expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into its possession. Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to Owners and their mortgagees, as their respective interests may appear, or to any other party for repair, replacement or reconstruction of property, the Insurance Trustee may rely upon a Certificate of the President and Secretary of Corporation or Management Firm executed under oath, which Certificate will be provided to said Insurance Trustee upon request made to Corporation or Management Firm. Such Certificate is to certify unto the Insurance Trustee the name of all Owners, the name of the mortgagee who may hold a mortgage encumbering each Parcel, and the respective percentages of any distribution which may be required to be made to an Owner, and his respective mortgagee, as their respective interests may appear, or to certify the name of the party to whom payments are to be made for repair, replacement or reconstruction of property. In the event any insurance proceeds are paid to the Insurance Trustee for any fire or casualty loss, the holder of any mortgage encumbering a Parcel shall not have the right to elect to apply insurance proceeds to the reduction of its mortgage, unless such insurance proceeds represent a distribution to the Owner, and his respective mortgagee, by reason of loss of or damage to personal property constituting a part of Common Elements, and as to which a determina-

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tion is made not to repair, replace or restore such personal property.

In the event of the loss or damage to only Common Elements, real or personal, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage 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 the repair, replacement or reconstruction of such Common Elements, then such excess insurance proceeds shall be paid by the insurance Trustee to Owners, the distribution to be separately made to each Owner and his respective mortgagee as their respective interests may appear, in such proportion that the share of such excess insurance proceeds paid to an Owner and his mortgagee shall bear the same ratio to the total excess insurance proceeds as the undivided interest in Common Elements appurtenant to each Unit bears to the total undivided interests in Common Elements appurtenant to all Units. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient, then Corporation shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received will enable the Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage. The monies to be deposited by Corporation with the Insurance Trustee, in said latter event, may be paid by Corporation out of its "reserve for replacements" fund, if any, and if the amount in such fund is not sufficient, or if the Board determines not to use such fund for said purpose, then Corporation shall levy and collect an Assessment against Owners in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

In the event of the loss or damage to Common Elements and a Unit, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be first applied to the repair, replacement or reconstruction of the damaged units, and any remaining insurance proceeds shall then be applied to the repair, replacement or reconstruction of the Common Elements which may have sustained any covered loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the Common Elements and Units sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to Owners, and their mortgagees, as their respective interests may appear. Such distributions are to be made in the manner and in the proportions as are provided herein. If it appears that the insurance proceeds covering the fire and casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds, when collected, will not be sufficient, then the Board or Management Firm shall, based on reliable, detailed estimates obtained from competent and qualified parties, determine and allocate the cost of repair,

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replacement or reconstruction between the Common Elements and Units sustaining any loss or damage. If the proceeds of said fire and casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss or damage to the individual Units, but not sufficient to repair, replace or reconstruct any loss or damage to the Common Elements, then Corporation shall levy and collect an Assessment from all Owners, and the Assessments so collected shall be deposited with the Insurance Trustee so that the sum on deposit with the Insurance Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all Common Elements and Units. The Owner of each Unit sustaining any loss or damage shall be responsible for repairs to his Unit for which no insurance proceeds or insufficient insurance proceeds are available, and Corporation shall have authority to assess said individual Unit Owner for such amounts as are necessary for repair, replacement or reconstruction of the damaged Units. In the event a Unit Owner fails to commence such repairs within sixty (60) days after any such occurrence, then Corporation shall be authorized to commence repairs on behalf of such Unit Owner and to assess said Unit Owner for the costs thereof. If the fire and casualty insurance proceeds payable to the Insurance Trustee in the event of the loss or damage to Common Elements and Units is not in an amount which will pay for the complete repair, replacement or reconstruction of the Common Elements, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of the individual Units before being applied to the repair, replacement or reconstruction of the Common Elements, then the cost to repair, replace or reconstruct said Common Elements in excess of available fire and casualty insurance proceeds shall be levied and collected as an Assessment from all Owners in the same manner as if the loss or damage sustained had been solely to Common Elements and the fire and casualty insurance proceeds had not been sufficient to cover the cost of repair, replacement or reconstruction.

In the event of loss of or damage to property covered by such fire and casualty insurance, Corporation or Management Firm shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost of restoring damaged property to a condition as good as that which prevailed before such loss or damage. Such estimates are to contain and include the cost of any professional fees and premiums for such Bonds as the Board or Management Firm may deem to be in the best interests of the Membership. Whenever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to pay the cost of repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all Owners or only Owners sustaining loss or damage, or both, shall be deposited with the Insurance

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Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the monies payable under the policies of fire and casualty insurance.

In the event of the loss or damage to personal property belonging to Corporation, the insurance proceeds, when received by the Insurance Trustee, shall be paid to Corporation. Should the Board or Management Firm determine not to replace lost or damaged property constituting a portion of the Common Elements, the insurance proceeds received by the Insurance Trustee shall be paid to owners and their respective mortgagees, as their interests may appear, in the manner and in the proportions herein provided for the distribution of excess insurance proceeds.

Contracts for repair, replacement or reconstruction of loss or damage shall be let by the Board or Management Firm in the name of Corporation and said Board or Management Firm shall authorize payments to be made thereunder by the Insurance Trustee. The Board or Management Firm may enter into such agreements with the Insurance Trustee as it may deem in the best interests of Corporation for the purpose of effectuating its intent hereof.

Any and all of the above stated or any other insurance including re-insurance placed or contracted for by Corporation or Management Firm must be placed with an insurer licensed and authorized to do business in the State of Florida, which maintains a licensed agent in the State of Florida.

C. Mortgagee's Right to Approve Insurance Agent, Insurance Company and Insurance Trustee: Notwithstanding any provision appearing elsewhere in this ARTICLE XI, the Institutional Mortgagee with the highest dollar volume of mortgages on units in this condominium shall have the right to approve the insurance agent, who must be located in Broward, Dade or Palm Beach County, Florida; the insurance company, which must be authorized to do business in the State of Florida; and the Insurance Trustee, which must be a bank with trust powers or a trust company located in Broward, Dade or Palm Beach County, Florida. All the provisions in this ARTICLE XI are hereby made covenants for the benefit of mortgagees and shall not be amended without the consent of such mortgagees.

XII.

USE AND OCCUPANCY

The use and occupancy of a Unit, the Common Elements, Limited Common Elements and Property, shall at all times be subject to and governed by ARTICLE XVIII of the By-Laws.

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XIII.

MAINTENANCE AND ALTERATIONS

A. The Board may enter into a contract with any firm, person or corporation, or may join with other Condominium Corporations and entities in contracting for the maintenance and repair of the Property. It may delegate to a contractor or Manager all the powers and duties of Corporation, except such as are specifically required by this Declaration, or the By-Laws, to have the approval of the Board or Membership. The contractor or Manager may be authorized to collect Assessments as provided by this Declaration.

Corporation, through its Board, in accordance with the authority of this paragraph, has entered into a Management Agreement, a copy of which is attached to this Declaration.

B. There shall be no alterations or additions to the Common Elements or Limited Common Elements where the cost thereof is in excess of ten (10%) percent of the annual Budget, except as authorized by the Board and the Management Firm and approved by not less than seventy-five (75%) percent of Owners; provided the aforesaid alterations or additions do not prejudice the right of any Owner, unless his consent has been obtained. The cost of the foregoing shall be specifically assessed as a Common Expense. Where any alteration or addition to the Common Elements or Limited Common Elements is exclusively or substantially exclusively for the benefit of an Owner requesting same, then the cost of such alteration or addition shall be assessed against and collected solely from the Owner exclusively or substantially exclusively benefited. The Assessment shall be levied in such proportions as may be determined to be fair and equitable by the Board and Management Firm. Where such alterations or additions exclusively benefit Owners requesting same, said alterations or additions shall only be made when authorized by the Board and Management Firm, and approved by not less than seventy-five (75%) percent of Owners exclusively and substantially exclusively benefiting therefrom.

Where the approval of Owners for alterations to the Common Elements or Limited Common Elements is required in this Declaration, approval shall also be required of Institutional Mortgagees whose mortgages encumber Parcels representing not less than seventy-five (75%) percent of the total unpaid principal dollar mortgage indebtedness on said Parcels at said time.

C. Each Owner shall:

1. Maintain his Unit and all interior surfaces within his Unit in good condition and repair and maintain and repair the fixtures and equipment therein. The words "fixtures and equipment" include but are not limited to the following when applicable: air conditioning and heating units, (including condensers and all appurtenances thereto wherever situated), refrigerators, stoves, fans, dishwashers, washing machines,

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dryers, and all other appliances; drains, plumbing fixtures and connections, sinks, all plumbing and water lines, electric wiring, electric outlets and fixtures within the Unit, interior doors, windows, screening and glass, all exterior doors (except the painting of the exterior doors or the exterior of the Property, which shall be a Common Expense). Where a Unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the Owner.

2. Not make or cause to be made any structural addition or alteration to his Unit, the Common Elements or Limited Common Elements. Alterations within a Unit may be made with the prior written consent of the Corporation and Management Firm and any Institutional Mortgagee holding a mortgage on the Unit.

3. Make no alteration, decoration, repair, replacement or change to the Common Elements, Limited Common Elements or to any outside or exterior portion of the Building, such as the installation of storm shutters or the "closing in" of a balcony, terrace or patio, whether within a Unit, the Common Elements or Limited Common Elements, without the prior written consent of the Board or Management Firm. Owners shall use such contractor or subcontractor as approved by the Board or Management Firm and said parties shall comply with all adopted Rules and Regulations. The Owner shall be liable for all damage to another Unit, the Common Elements, Limited Common Elements or Property caused by the Owner's contractor, subcontractor or employee, whether said damage is caused by negligence, accident or otherwise.

4. Allow the Board, the Management Firm or the agents or employees of Corporation or Management Firm to enter into his Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the Unit, Common Elements or Limited Common Elements or to determine in case of emergency, circumstances threatening Units, Limited Common Elements or Common Elements, or to determine compliance with the provisions of this Declaration.

D. In the event an Owner fails to maintain his Unit and Limited Common Elements, as required herein, or makes any alterations or additions without obtaining the required written consent, or otherwise violates or threatens to violate the provisions hereof, Corporation, or the Management Firm or behalf of Corporation, shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, Corporation and Management Firm shall have the right to levy a Special Assessment against the Owner, and the Unit, for such sums required to remove any unauthorized addition or alteration, and to restore the Property to good condition and repair. Said Assessment shall have the same force and effect as all other Special Assessments. Corporation and Management Firm shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter a Unit at all reasonable times to enforce compliance with the provisions hereof.

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E. Corporation and Management Firm shall determine the exterior color scheme of the Property and shall be responsible for the maintenance thereof, and no Owner shall paint an exterior wall, door, window or any exterior surface, or replace anything thereon or affixed thereto, without the prior written consent of the Board or Management Firm.

XIV.

PARKING

As each Unit is purchased, Developer shall assign to the purchaser a specified parking space within the designated parking areas, it being understood that each Unit shall always be entitled to at least one (1) assigned parking space. The assigned space shall thereupon be considered a Limited Common Element appurtenant to the Unit. Such assigned parking space may not thereafter be separately conveyed, hypothecated, transferred, encumbered or otherwise dealt with separately, it being understood that the right to use said space shall pass only with title to the Unit.

There shall be parking areas included within the Property which will have parking spaces which have not been assigned. These unassigned spaces are Common Elements and shall be subject to the common use and benefit of Owners, their guests and invitees.

Developer, so long as it has Units for sale, shall have the right to use a portion of the Common Elements and Property for parking for prospective Unit purchasers and such other parties as Developer reasonably determines.

Developer has provided various areas within the Property which are presently landscaped. Some of these areas are capable of being converted to parking areas. If the future needs of the Condominium require additional parking areas, Corporation, at the expense of Owners, shall be permitted to convert these landscaped areas into additional parking areas, subject to compliance with all applicable building and zoning codes.

XV.

TERMINATION

This Condominium may be voluntarily terminated, in the manner provided for in the Act. If the proposed voluntary termination is submitted to a meeting of the Membership, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by three-fourths (3/4ths) of all Voting Members and by all Institutional Mortgagees and the Management Firm, then the Corporation and the approving Owners, if they desire, shall have an option to purchase all of the Parcels.

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of non-approving Owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approval shall be irrevocable until the expiration of the option and if the option is exercised, the approval shall be irrevocable. The option shall be exercised upon the following terms:

A. Exercise of Option: An Agreement to Purchase, executed by Corporation and/or the Owners who will participate in the purchase, shall be delivered by personal delivery or mailed by certified or registered mail, to each of the Owners of the Parcels to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which Parcels will be purchased by each participating Owner and/or Corporation, and shall require the purchase of all Parcels owned by Owners not approving the termination.

B. Price: The sale price for each Parcel shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such Agreement and, in the absence of agreement as to price, it shall be determined by appraisers appointed by the Senior Judge of the Circuit Court in and for Broward County, Florida, on the petition of the seller. The expenses of appraisal shall be paid by the purchaser.

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

D. Closing: The sale shall be closed within thirty (30) days following the determination of the sale price.

XVI.

MANAGEMENT AGREEMENT

Corporation has entered into a Management Agreement, a copy of which is attached hereto as Exhibit E.

Corporation, through its Board, has delegated to the Management Firm the power of Corporation to determine the Budget, and to make and collect Assessments for Common Expenses. Each Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including, but not limited to:

A. Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by Corporation;

B. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Owners as provided in the Management Agreement;

C. Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable;

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D. Agreeing that the persons acting as Directors and Officers of Corporation entering into such an Agreement have not breached any of their duties or obligations to Corporation;

E. Recognizing that some or all of the persons comprising the original Board are or may be stockholders, officers, directors or agents of the Management Firm, and that such circumstance shall not and cannot be construed or considered as a breach of their duties and obligations to Corporation, nor as possible grounds for invalidating the Management Agreement, in whole or in part.

XVII.

EASEMENTS

A. Utilities: The Property shall be subject to such easements for utilities as may be required to properly and adequately service the Condominium and Developer does herein reserve the right to dedicate, give or grant such easements on the Property as may be necessary to accomplish this purpose.

B. Traffic: A easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements and Limited Common Elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of Owners, Institutional Mortgagees, or tenants, or Unit Owners in Condominiums constructed adjacent or contiguous to the Condominium Property, and those claiming by, through or under the aforesaid. However, nothing herein shall be construed as giving or creating in any person the right to park upon any portion of the Property except to the extent that space may be specifically designated for and/or assigned to that person for parking purposes.

All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. Owners do hereby designate Developer and/or Corporation as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

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XVIII.

MISCELLANEOUS PROVISIONS

A. Each Unit shall include that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

(1) The upper and lower boundaries shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundaries - The horizontal plane of the underdecorated finished ceiling.

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

(2) The perimetrical boundaries shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extending to intersections with each other and with the upper and lower boundaries and where a Unit has a balcony or terrace, the perimetrical boundaries shall not be extended to include me.

Owners shall not be deemed to own the outer undecorated and/or unfinished surfaces of the perimeter walls, floors and ceiling surrounding their respective Units, nor shall Owners be deemed to own pipes, wires, conduits or other public utility lines running through Units which are utilized by or serve more than one Unit. These items are hereby made a part of the Common Elements. However, an Owner shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint and wallpaper of his Unit.

B. Owners agree that if any portion of a Unit, Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event a Building is partially or totally destroyed and then rebuilt, Owners agree that encroachments due to construction on parts of the Common Elements, Limited Common Elements or Units, shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

C. No Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use and enjoyment of any of the Common Elements, Limited Common Elements, or by abandonment of his Unit.

D. Owners shall submit their Parcels for the purpose of ad valorem taxation with the Tax Assessor of Broward County, Florida, or with such other legally authorized governmental officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving any Owner the right of contribution or any right of adjustment against any other Owner on account of any deviation by the taxing authorities from the valuation herein prescribed. Each Owner

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shall pay any and all taxes and special assessments as are separately assessed by any duly authorized taxing authority against his Parcel.

For the purpose of ad valorem taxation, the interest of an Owner in his Unit and the Common Elements shall be considered a Unit. The value of said Unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said Unit and as set forth in this Declaration. The total of all of said percentages shall equal one hundred (100) percent of the value of all of the land and improvements thereon.

F. All provisions of this Declaration shall be construed as covenants running with the land, and of every part thereof including, but not limited to, every Unit and its appurtenances. Each Owner, his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of this Declaration.

F. If any of the provisions of the Act, or any section, clause, phrase word or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Declaration and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

G. Whenever notices are required to be sent hereunder, the same may be delivered to Owners, either personally or by mail, addressed to such Owners at their place of residence in the Condominium, unless the Owner has, by written notice, duly receipted for, specified a different address. Proof of such mailing or personal delivery by Corporation or Management Firm shall be given by affidavit of the person mailing or personally delivering said notice. Notices to Corporation shall be delivered by mail to the Secretary at the Secretary's residence in the Condominium, or, in the case of the Secretary's absence, to the President at his residence in the Condominium and, in his absence, to any member of the Board.

Notices to Developer shall be delivered by mail at:

BOIAVENTURE ASSOCIATES
200 Country Club Road
Port Lauderdale, Florida 33326

With a copy to:

STANLEY ANGEL, ESQUIRE
COHEN, ANGEL & ROGOVIN
1175 Northeast 125th Street
North Miami, Florida 33161

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given

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to the personal representatives of a deceased Owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered.

H. Nothing set forth in this Declaration shall be construed as prohibiting Developer or the Management Firm from authorizing the removal of or removing any party wall between any Units in order that the said Units might be used together as one Unit. In each event, all Assessments, voting rights and the share of the Common Elements shall be calculated as if such Units were originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, to the intent and purpose that the Owner of such combined Units shall be treated as the Owner of as many Units as have been so combined.

I. The "Remedy for Violation" provided for by the Act shall be in full force and effect.

J. Subsequent to the filing of this Declaration, Corporation, when authorized by a vote of a majority of Members, and approved by the holders of Institutional Mortgages encumbering Parcels who represent a majority of the mortgage indebtedness against this Condominium, and the Management Firm may, together with other Condominium Associations, purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities. Included within this concept but not by way of limitation are country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the Property, intended to provide enjoyment, recreation and other use or benefit to Owners. The expense of ownership, rental, membership fees, operations, replacements and other undertakings in connection therewith shall be a Common Expense.

K. Corporation shall, at all times, be required to properly maintain the Property, Building and Common and Limited Common Elements in good repair and in a neat and clean condition. Corporation shall be required to use, operate and maintain the Property in accordance with the terms and conditions of the Restrictions.

L. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the singular shall include the plural, and the plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of a Condominium.

M. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of the text of this Declaration.

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N. If any term, covenant, provision, phrase or other element of this Declaration is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever, any other term, provision, covenant or element hereof.

O. Owners, by virtue of their acceptance of a Deed of Conveyance to their Units, and other parties, by virtue of their occupancy of Units, hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration.

P. No Owner shall bring, or have any right to bring, any action for partition or division of the Property.

Q. The Property, in addition to the Covenants, reservations, Restrictions and easements set forth herein, is subject to conditions, limitations, restrictions, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, any rights of the United States of America, State of Florida, or any governmental agency as to submerged lands and as to any lands lying below the natural, ordinary water line of the surrounding bodies of water, riparian rights, easements for ingress and egress for pedestrian and vehicular purposes, and easements for utility service and drainage now existing or hereafter granted by Developer for the benefit of such persons as Developer designates.

R. Developer's plan for the development of BONIAVENTURE may from time to time necessitate the execution of certain documents required by the Act and/or Broward County, Florida. To the extent that said documents require the joinder of any or all Owners, each of said Owners, by virtue of his acceptance of a Trustee's Deed to his Unit, does irrevocably give and grant to Developer, or any of its officers, individually, full power and authority to execute said documents as his agent and in his place and stead.

XIX.

RESERVATION OF EXCLUSIVE RIGHT TO INSTALL, PROVIDE AND MAINTAIN PAY TELEVISION IN THE PROPERTY

Developer does hereby reserve unto itself the exclusive right and privilege for a fifty (50) year term, commencing with the date hereof, to install, provide and maintain any or all present or future systems which are or may be developed for the purpose of transmitting a pay television picture into Units which desire such service. Developer does further reserve such easements over, under, across and through the Property for cables and such other equipment as may be reasonably necessary to accomplish the transmission of a pay television picture to Units. Developer further reserves the right to assign, transfer and convey the exclusive right,

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privilege and easements herein reserved. For the term of this reservation, the Corporation charged with the management of this Condominium and each Owner, their successors and assigns, shall be prohibited from entering into any contract or agreement to provide pay television service with any party other than Developer, or its assigns, which said prohibition shall be enforceable by injunction in a court of appropriate jurisdiction in Broward County, Florida.

XX.

KEEP BONAVENTURE BEAUTIFUL CORP.

The Property is located within BONAVENTURE. By virtue of its location, all Owners will be using, enjoying and receiving the benefits of Intercondominium Property and Services. These Services shall consist of the creation, operation and maintenance of an internal transportation system which will operate throughout BONAVENTURE and the providing of other Intercondominium Services. The location of routes, pick-up stations and the hours of operation for this internal transportation system shall be within the sole discretion of Keep Bonaventure Beautiful Corp. This Condominium, (as well as Corporation and all Owners,) by virtue of this Declaration, is obligated to pay to Keep Bonaventure Beautiful Corp., a Florida corporation, the monthly sum of Eight (\$8.00) Dollars per Unit. This monthly sum shall be paid so long as this Condominium is in being as its full, proportionate and fair share of the expenses incident to maintaining and providing the Intercondominium Property and Services as well as for the purpose of returning to Keep Bonaventure Beautiful Corp., those monies advanced by it in connection with the creation and construction on Intercondominium Property of the boulevard lighting system. All Condominiums and Owners in BONAVENTURE shall be required to pay a similar monthly sum to Keep Bonaventure Beautiful Corp.

XXI.

TOWN CENTER CLUB ASSOCIATION, INC.

Developer has indicated that after twelve hundred (1,200) Units within Bonaventure have been sold and closings have been consummated in connection with these Units, it will, at its expense, construct the Club. Construction of the Club will commence thereafter as quickly as economic conditions, financing arrangements and construction scheduling permit. At such time as construction of the Club is completed and a Certificate of Occupancy permitting the use thereof has been issued, Developer will convey the real property upon which the Club is constructed, and all improvements connected therewith, to the Town Center Club Association, Inc., a non-profit, Florida corporation. The Town Center Club Association, Inc. will not be required to pay any additional consideration for this conveyance. In the event this conveyance is made by Developer at

RE 8654 AND 655

a time when the real property upon which the Club is constructed is encumbered by mortgage financing, it shall be the sole obligation of Developer to pay and keep current all mortgage indebtednesses and obligations encumbering the said real property.

The use of the Club will be limited to not less than twenty-five hundred (2,500) nor more than five thousand (5,000) residents or Owners in Bonaventure. The Developer does herein reserve the right to establish the exact number of residents or Owners who will use the Club. At such time as Developer determines the number of residents or Owners who shall use the Club, Developer shall file an appropriate written statement with the President or Secretary of the Town Center Club Association, Inc. The establishment of the specific number of Club users, in the manner set forth herein, shall thereafter be binding upon all parties having an interest in the Club, including Developer.

At such time as the use of the Club is permitted by law, each resident or Owner shall be required to pay a monthly Assessment as his share of the expenses incident to the operation and maintenance of the Club. Developer has guaranteed residents and Owners that so long as the contract for Club maintenance between Town Center Club Association, Inc. and Bonaventure Management Corp. is in effect, the monthly maintenance Assessment relating to the Club will be Twenty (\$20.00) Dollars for three (3) years subsequent to the commencement of the Club's operation. Further, Developer does herein agree to be responsible for and pay any deficiency between the total revenues received from Owners and residents and the monies expended in the operation and maintenance of the Club. Developer's responsibility in this regard will cease when Developer has established the specific number of Club users and that number of residents and Owners are responsible for paying a Club Maintenance Assessment.

If Developer has not established the specific number of Club users prior to the expiration of three (3) years from the commencement of Club operations, the amount of a resident's or Owner's annual Club Maintenance Assessment shall be derived by dividing the Club's projected operating budget by five thousand (5,000). If Developer has established the specific number of Club users, the amount of a resident's or Owner's annual Club Maintenance Assessment shall be derived by dividing the Club's projected operating budget by the number of Club users.

The Club will be operated by the Town Center Club Association, Inc., a non-profit Florida corporation. This corporation will be responsible for all facets of the Club's operation, including the promulgating of rules and regulations. This corporation will function through its officers pursuant to the directives of its board of directors. Each Condominium in Bonaventure will be entitled to have representation on the board of directors. Initially, control of the corporation's board of directors will remain with Developer. However, Developer has agreed to relinquish control of this board of directors in the same manner set forth in Article IV, Section 11, of the By-Laws of the Corporation attached hereto. For the purpose of calcula-

ME R654 PGE 155

ting the dates upon which Developer will relinquish control of this board of directors, until such time as Developer has established the actual number of Club users (who will thereafter constitute all of the members of the corporation), it is assumed that the corporation will have twenty-five hundred (2,500) members.

XXII.

CONFLICT

If there is any conflict between the adopted By-Laws, the Condominium Documents (with the exception of the Restrictions) or the Act, the provisions of the By-Laws shall prevail unless prohibited by law. If there is any conflict with respect to the interpretation of the By-Laws and the Management Agreement, the provisions of the Management Agreement shall prevail. If there is a conflict between the By-Laws and the Restrictions, the provisions of the Restrictions shall prevail.

All provisions of the Act not in conflict with the By-Laws, shall pertain to and govern the operation and administration of the Corporation.

XXIII.

NON-LIABILITY OF DECLARANT

CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, Under Land Trust Number 5154-1, executes this Declaration, as Trustee, and by doing so, assumes no personal obligation or responsibility hereunder except only so far as the Trust Property shall be applicable to the payment and discharge thereof.

IN WITNESS WHEREOF, CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, a National Banking Corporation, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 28th day of December, 1977.

CORPORATE SEAL 1963



[Signature]

Jayne W. Lucci

CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, a National Banking Corporation, Under Land Trust Number 5154-1 (DEVELOPER)

By:

Frank S. Benjamin Jr.
SENIOR VICE PRESIDENT &
TRUST OFFICER

Attest:


David Benjamin
CORPORATE TRUST OFFICER

ME 8654 P&G 657

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me _____ and _____
me _____ and _____
_____ SENIOR VICE PRESIDENT & _____ CORPORATE TRUST OFFICER
respectively, of CITY NATIONAL BANK OF MIAMI, AS TRUSTEE,
a National Banking Corporation, Under Land Trust Number
5154-1, to me known to be the persons who signed the foregoing
Declaration, as such Officers, and they severally acknowledged
the execution thereof to be their free act and deed as such
Officers, for the uses and purposes therein mentioned, that
they affixed thereto the official seal of said corporation,
and that the said instrument is the act and deed of said
corporation.

WITNESS my hand and official seal at Miami, Dade County,
Florida, this 28th day of December, 1979.

Joyce W. Tucci
Notary Public, State of Florida
at Large


My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 11, 1983

JOINDER OF MORTGAGEE

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES
herein called "Mortgagee", the owner and holder of a mortgage
encumbering the Property, which mortgage is dated the 22nd
day of May, 1979, and recorded in Official Records Book
2213, Page 81 of the Public Records of Broward County,
Florida, to the extent it may be required to do so under
the Act, and without subordinating said mortgage to this
Declaration, joins in the execution of the foregoing Decla-
ration, and the Mortgagee agrees that the lien of its mortgage
shall hereafter be upon each and every of the Parcels set
forth and referred to in said Declaration.



CORPORATE SEAL

Angie O'Quinn
Witness
[Signature]
Witness

THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATE

By: *[Signature]* MPJ
Attest: *[Signature]*
and Secretary

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

I HEREBY CERTIFY that on this day personally appeared before

RE 8654 PMA 658

me William C. [unclear] and Kevin Keete
Vice President and Assistant Secretary

respectively, of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation, to me known to be the persons who signed the foregoing Joinder of Mortgagee, as such Officers, and they severally acknowledged the execution thereof to be their free act and deed as such Officers, for the uses and purposes therein mentioned, that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.



WITNESS my hand and official seal at New York, New York County, New York, this 31st day of December, 1979.

Walter F. Allen
Notary Public, State of New York
at Largo
WALTER F. ALLEN
Notary Pub. State of New York
Qualified in 1976 Co. No. 4-5053000
Cert. Exp. 12/31/79 New York County
Commission Expires March 30, 1980

My commission expires:

JOINER OF MORTGAGEE

THE EQUITABLE LIFE MORTGAGE & REALTY INVESTORS, herein called "Mortgagee", the owner and holder of a mortgage encumbering the Property, which mortgage is dated the 22nd day of May, 1979, and recorded in Official Records Book 8233, Page 81 of the Public Records of Broward County, Florida, to the extent it may be required to do so under the Act, and without subordinating said mortgage to this Declaration, joins in the execution of the foregoing Declaration, and the Mortgagee agrees that the lien of its mortgage shall hereafter be upon each and every of the Parcels set forth and referred to in said Declaration.



CORPORATE SEAL

[Signature]
Witness

[Signature]
Witness

STATE OF NEW YORK
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK NEW YORK) SS:

THE EQUITABLE LIFE MORTGAGE & REALTY INVESTORS

By: [Signature]
TRUSTEE

Attest: [Signature]



I HEREBY CERTIFY that on this day personally appeared before me [Signature] and [Signature] respectively of THE EQUITABLE LIFE MORTGAGE & REALTY INVESTORS, a Massachusetts business trust, to me known to be the persons who signed the foregoing Joinder of Mortgagee as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.



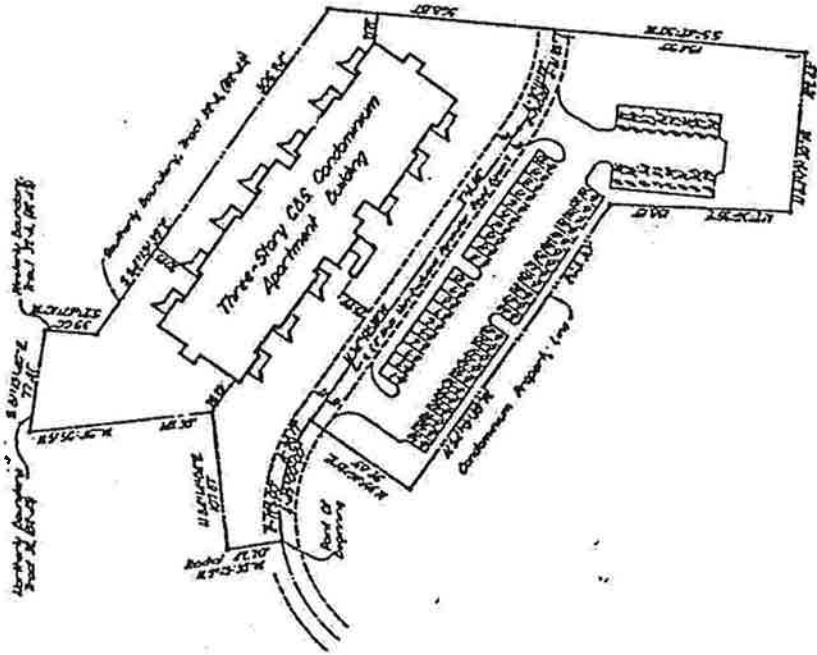
WITNESS my hand and official seal at NEW YORK, NEW YORK County, Massachusetts, this 2nd day of JANUARY, 1980.
NEW YORK

My commission expires:
March 30, 1980

Walter F. Allen
Notary Public, Commonwealth of Massachusetts

RE 8654 pag 659

Building Eight At Bonaventure 32 Country Club Apartments



Site Plan

The site plan is prepared in accordance with the requirements of the California Building Code, Section 705.2, and the California Fire Code, Section 705.2.

11.5' 12' 15'
1/8" = 1'-0"

Schwabke-Shostin & Assoc. Inc.
Land Planning, Engineering, Architecture, and Surveying
10000 Wilshire Blvd., Suite 1000, Beverly Hills, CA 90210
October 18, 1988 | 12:17 PM '88 | Page 67 of 15 Pages

Building Eight At Bonaventure 32 Country Club Apartments A Condominium

GENERAL NOTATIONS:

- 1) Dimensions shown herein within the individual "Unit" are to the interior unfinished and/or undecorated surfaces of the perimeter walls.
- 2) Elevations shown herein are to the interior unfinished and/or undecorated surfaces of the floor and ceiling.
- 3) Dimensions and elevations shown herein are subject to normal construction tolerances.
- 4) Elevations shown herein refer to "National Geodetic Vertical Datum of 1929" and are expressed in feet.
- 5) Refer to the "Declaration of Condominium of Building Eight Country Club Apartments at Bonaventure 32, A Condominium", for detailed explanations and definitions of "Unit", "Limited Common Element", "Common Element", and various other parts of the "Condominium Property".
- 6) These plans and elevations were compiled from plans and data prepared by Gilbert M. Fein, A.I.A., Architect, entitled "Country Club Apartments - 3 Story", under Commission Number 78-87 dated October 20, 1978, and data prepared by Bonaventure Associates.

SURVEYOR'S CERTIFICATION:

The undersigned, a surveyor, duly authorized to practice under the laws of the State of Florida, hereby certifies that: the construction of the improvements described herein has been substantially completed so that this Exhibit, Pages G-1 through G-25, inclusive, of the "Declaration of Condominium of Building Eight Country Club Apartments at Bonaventure 32, A Condominium", together with the provisions of the aforesaid Declaration of Condominium, relating to matters of survey, is a correct representation of the improvements described herein and further, that the identification, location, and dimensions of the Common Elements, Limited Common Elements, and of each Unit can be determined from said materials.

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

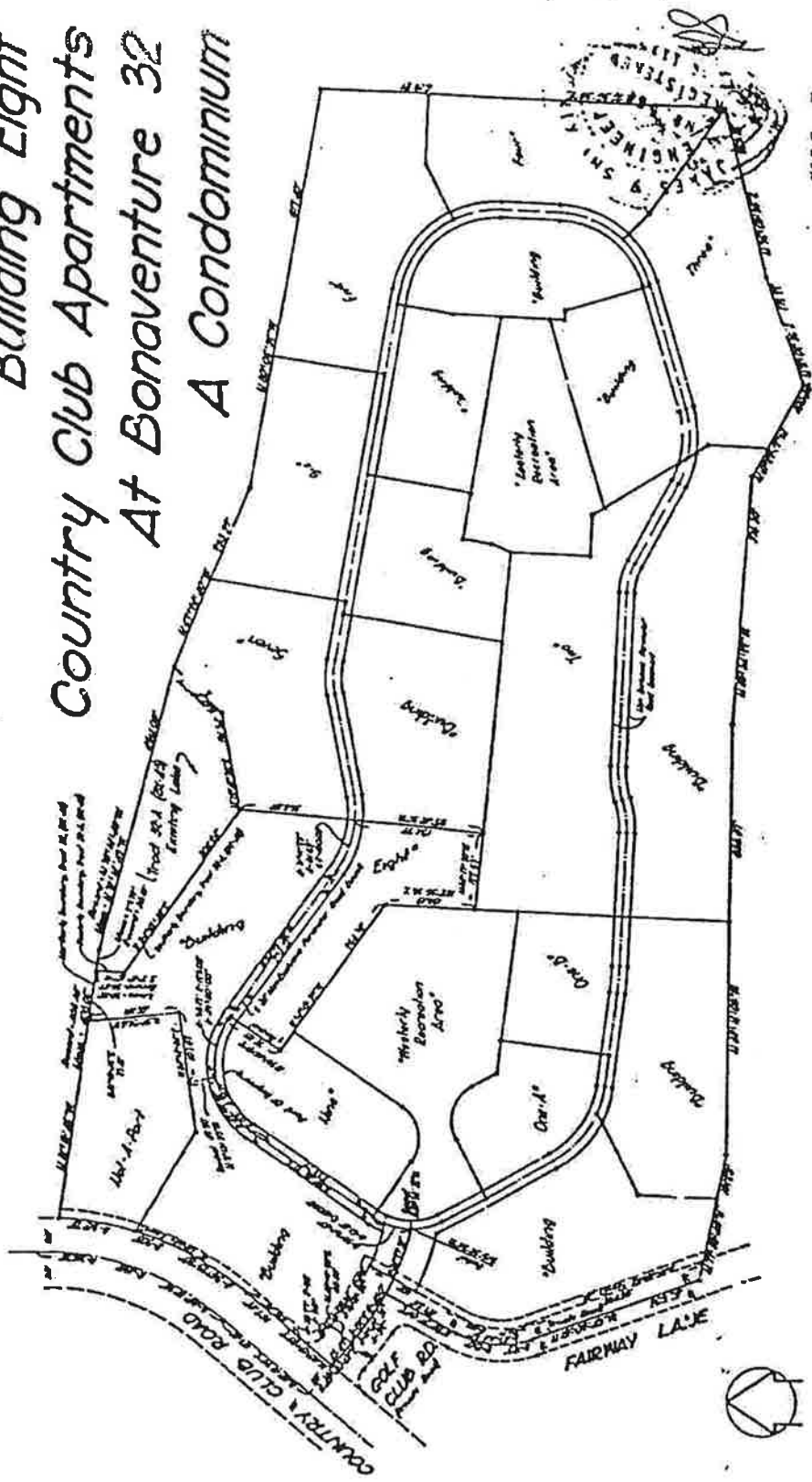
Signed this 2 day of JAN 1980

By: 
 James P. Schwelke, Secretary-Treasurer
 Professional Land Surveyor #1115
 State of Florida


General Notations and
Surveyor's Certification
RE 8654 and 661

Schwelke-Shiskin & Assoc., Inc.
Land Surveyors, Engineers, Architects
Florida
Miami
Order #1133121 November 28, 1978 Page G-2 of 25 Pages

Building Eight Country Club Apartments At Bonaventure 32 A Condominium



Sketch of Real Property Being
Submitted to Condominium Ownership

James S. Stearns, P.E.
Professional Engineer
No. 10,000
December 28, 1962

ME 8654 PAGE 662

G-2

December 28, 1962

Country Club Apartments A Condominium

141.39 feet, thence South 81 degrees 13 minutes 46 seconds East, along the Northerly Boundary of aforesaid Tract 32, for 77.41 feet; thence South 2 degrees 47 minutes 10 seconds West for 39.66 feet; thence South 54 degrees 13 minutes 39 seconds East for 306.24 feet, said last mentioned two courses being coincident with the Westerly and Southerly Boundary of Tract 32-A, as shown on the said plat of "BONAVENTURE"; thence South 5 degrees 42 minutes 30 seconds West for 368.87 feet; thence North 84 degrees 17 minutes 30 seconds West, at right angles to the last described course, for 122.63 feet; thence North 2 degrees 36 minutes 35 seconds East for 138.19 feet; thence North 54 degrees 13 minutes 39 seconds West for 268.30 feet; thence North 35 degrees 46 minutes 21 seconds East, at right angles to the last described course and radial to the next described circular curve for 92.83 feet; thence Northwesterly and Westerly along a circular curve to the left having a radius of 125.00 feet and a central angle of 45 degrees 00 minutes 00 seconds for an arc distance of 98.17 feet to the Point of Beginning, all lying and being in Broward County, Florida, and containing 2.76 Acres, more or less; and being subject to all easements of record.

RECORDED
IN
BOOK 11
PAGE 11

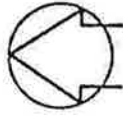
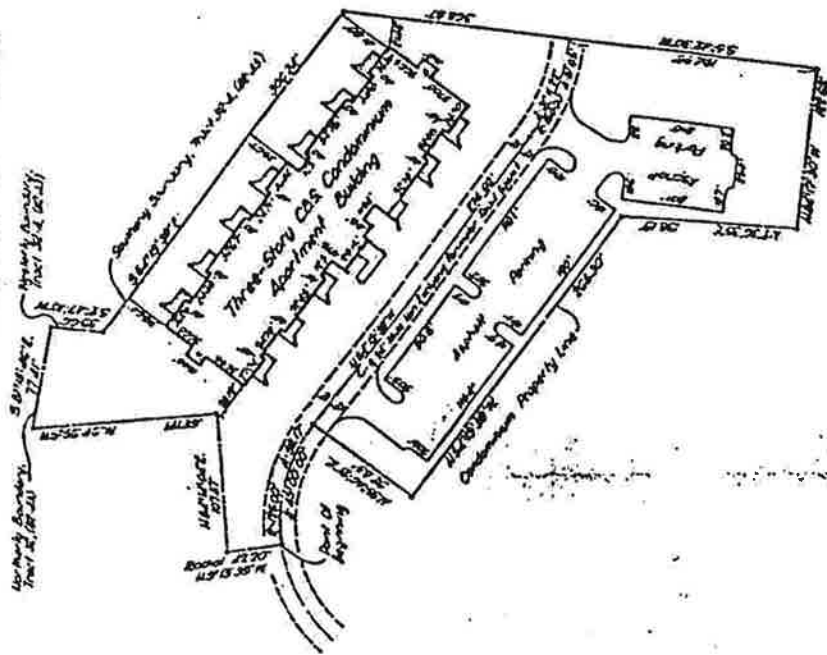
TOGETHER WITH:

An undivided 20.0000 percent fee simple interest in and to the "Westerly Recreation Area" as described herein on Pages G-6 through G-8, inclusive.

Schwabke-Shiskin & Assoc.
Land Planners Engineers Architects
Florida

679

Building Eight At Bonaventure 32 Country Club Apartments A Condominium



Real Property Survey
Condominium Certificate
"As-Built" Survey

1/8" = 1'-0"
Graphic Scale in Feet

Schmidt-Snyder & Assoc., Inc.
Land Survey Engineers (and Surveyors)
1000 North 10th Street
Chicago, Illinois 60610
Date: 11/15/77 License No. 28, 29, 30 Associate Surveyors
November 1977

As-Built Survey Order # 118667 10-22-79

RI 8654 REC 664

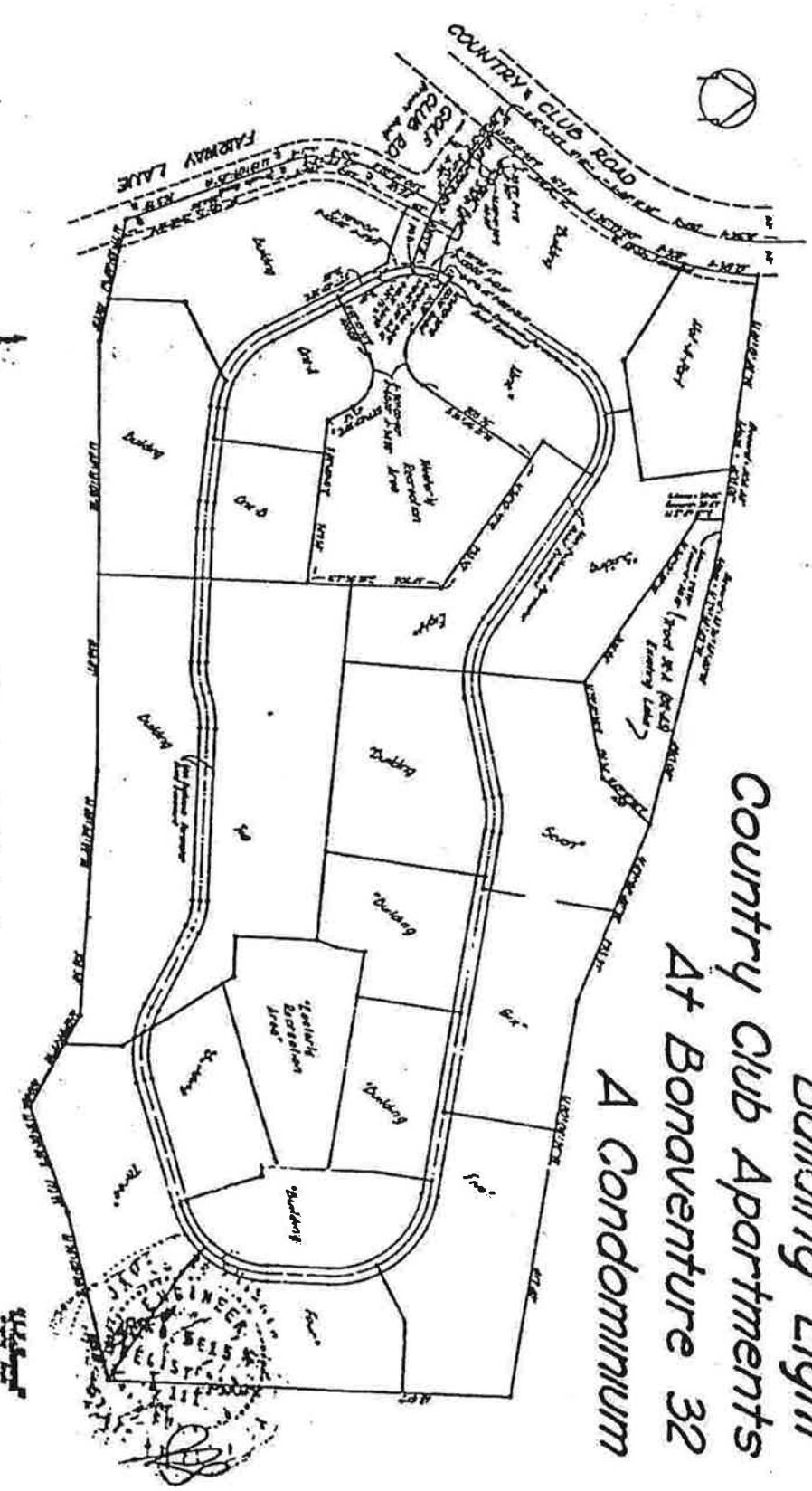
G-5

Building Eight Country Club Apartments At Bonaventure 32 A Condominium

Sketch of Westerly
Recreation Area

G-0

Country Club Apartments
Low Rise Condominium Building
Owner: [unclear] [unclear] [unclear]
Date: [unclear] [unclear] [unclear]



Building Eight Country Club Apartments At Bonaventure 32 A Condominium

A portion of Tract 32, "BONAVENTURE", according to the plat thereof, as recorded in Plat Book 82 at Page 43 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Point of Intersection of the centerline of "Country Club Road" with the centerline of "Golf Club Road" (Private Road) as shown on the said plat of "BONAVENTURE" and run South 49 degrees 40 minutes 01 seconds East, along the centerline of said "Golf Club Road" (Private Road) for 96.47 feet to a Point of Curvature; thence South-easterly along a circular curve to the left having a radius of 450.00 feet and a central angle of 24 degrees 27 minutes 35 seconds; for an arc distance of 192.11 feet to the Point of Beginning of the herein-after described parcel, said point bears South 25 degrees 52 minutes 24 seconds West from the radius point of the last described circular curve and North 89 degrees 38 minutes 26 seconds West from the radius point of the next described circular curve, (said last mentioned course being colinear with the centerline and its Easterly prolongation of said "Golf Club Road" (Private Road)); thence Southeasterly along said circular curve to the left having a radius of 100.00 feet and a central angle of 28 degrees 11 minutes 04 seconds; for an arc distance of 49.19 feet to a Point of Tangency; thence South 27 degrees 49 minutes 30 seconds East for 75.40 feet; thence North 62 degrees 10 minutes 30 seconds East, at right angles to the last described course for 100.00 feet to a Point of Curvature; thence Northeasterly, Easterly,

and Southeasterly along a circular curve to the right having a radius of 60.00 feet and a central angle of 90 degrees 00 minutes 00 seconds; for an arc distance of 94.25 feet to a Point of Tangency; thence South 27 degrees 49 minutes 15 seconds East for 43.34 feet; thence South 82 degrees 40 minutes 15 seconds East for 249.58 feet; thence North 2 degrees 36 minutes 35 seconds East for 206.45 feet; thence North 2 degrees 13 minutes 39 seconds West for 233.30 feet; thence South 35 degrees 46 minutes 21 seconds West, at right angles to the last described course for 205.29 feet to a Point of Curvature; thence Southeasterly, Westerly and Northeasterly along a circular curve to the right having a radius of 60.00 feet and a central angle of 90 degrees 00 minutes 00 seconds; for an arc distance of 94.25 feet to a Point of Tangency; thence North 54 degrees 13 minutes 39 seconds West, radial to the next described circular curve for 100.00 feet; thence Southeasterly and Southerly along said circular curve to the left, having a radius of 100.00 feet and a central angle of 35 degrees 24 minutes 47 seconds; for an arc distance of 61.81 feet to the Point of Beginning, all lying and being in Broward County, Florida, and containing 2.09 Acres, more or less.

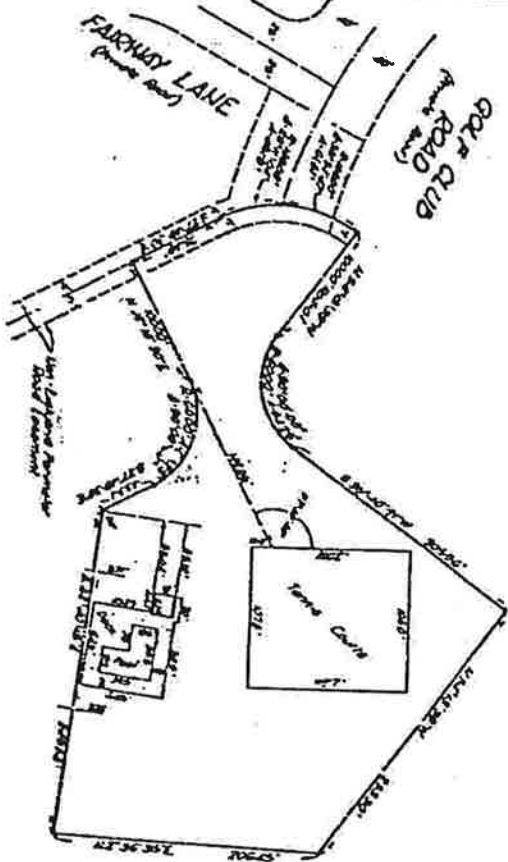
Legal Description of Westerly Recreation Area

9913284 4-1-98 333



Schubert-Shubin & Assoc., Inc.
Land Planning Engineers Architects Land Surveyors
Over 211 188121 Nov 18 1978 Page 1 of 12

Building Eight At Bonaventure 32 Country Club Apartments A Condominium



REC 8654 PAGE 667

G-8
1/2" = 100' Survey Order IN 121507 August 8, 1978


 William J. Shakin
 Professional Engineer
 No. 6157
 State of Illinois
 Mechanical Engineering
"As-Built" Survey

Schaefer-Shakin & Assoc., Inc.
 Land Surveying Engineers
 1500 North Dearborn Street
 Chicago, Illinois 60610
 Order IN 121507 September 7, 1978
 1500 North Dearborn Street
 Chicago, Illinois 60610

November 20, 1978

Building Eight Country Club Apartments At Bonaventure 32 Condominium

A portion of Tract 32, "Bonaventure", according to the plat thereof, as recorded in plat book 82 at Page 43 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the point of intersection of the centerline of "Country Club Road" with the centerline of "Golf Club Road" (Private Road, as shown on the said plat of "Bonaventure" and run South 49 degrees 40 minutes 01 seconds East, along the centerline of said "Golf Club Road" (Private Road) for 96.47 feet; thence North 40 degrees 19 minutes 59 seconds East, radial to the next described circular curve, for 40.00 feet; thence Southwesterly along a circular curve to the left having a radius of 410.00 feet and a central angle of 22 degrees 23 minutes 14 seconds for an arc distance of 160.20 feet to a point on said circular curve; said point bears South 17 degrees 56 minutes 45 seconds West from the radius point of the last described circular curve and North 67 degrees 11 minutes 35 seconds West from the radius point of the following described circular curve; said last mentioned two courses being coincident with the Northerly Right-of-Way line of said Golf Club Road (Private Road) and its Easterly prolongation; thence Northwesterly along a circular curve to the right having a radius of 112.00 feet and a central angle of 12 degrees 58 minutes 00 seconds for an arc distance of 25.35 feet to a point of tangency; thence North 35 degrees 46 minutes 21 seconds East for 233.79 feet to a point of Curvature; thence Northwesterly, Easterly and Southwesterly along a circular curve to the right having a radius of 137.00 feet and a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 215.20 feet to a point of tangency; thence South 54 degrees 13 minutes 39 seconds East for 274.66 feet to a point of Curvature; thence Southwesterly, Easterly, and Northwesterly along a circular curve to the left having a radius of 134.00 feet and a central angle of 46 degrees 04 minutes 48 seconds for an arc distance of 110.98 feet to a point of tangency; thence North 79 degrees 41 minutes 33 seconds East for 137.23 feet to a point of Curvature; thence Northwesterly, Easterly, and Southwesterly along a circular curve to the right having a radius of 163.00 feet and a central angle of 20 degrees 11 minutes 35 seconds for an arc distance of 57.09 feet to a point of tangency; thence

South 80 degrees 06 minutes 52 seconds East for 80.31 feet; thence South 9 degrees 53 minutes 08 seconds West, at right angles to the last and next described courses, for 13.00 feet; thence North 80 degrees 06 minutes 52 seconds West for 20.00 feet; thence South 9 degrees 53 minutes 08 seconds East, at right angles to the last and next described courses, for 12.00 feet; thence North 80 degrees 06 minutes 52 seconds West for 70.31 feet to a point of Curvature; thence Northwesterly, Easterly and Southwesterly along a circular curve to the left having a radius of 138.00 feet and a central angle of 20 degrees 11 minutes 35 seconds for an arc distance of 48.64 feet to a point of tangency; thence South 79 degrees 41 minutes 33 seconds West for 137.23 feet to a point of Curvature; thence Southwesterly, Easterly, and Northwesterly along a circular curve to the right having a radius of 162.00 feet and a central angle of 46 degrees 04 minutes 48 seconds for an arc distance of 130.29 feet to a point of tangency; thence North 54 degrees 13 minutes 39 seconds West for 274.66 feet to a point of Curvature; thence Northwesterly, Easterly, and Southwesterly along a circular curve to the left having a radius of 112.00 feet and a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 177.50 feet to a point of tangency; thence South 35 degrees 46 minutes 21 seconds West for 233.79 feet to a point of Curvature; thence Southwesterly along a circular curve to the left having a radius of 84.00 feet and a central angle of 11 degrees 10 minutes 07 seconds for an arc distance of 17.15 feet to a point on said circular curve; said point bears North 65 degrees 23 minutes 46 seconds West from the radius point of the last described circular curve and South 34 degrees 33 minutes 47 seconds West from the radius point of the following described circular curve; thence Northwesterly along a circular curve to the right having a radius of 410.00 feet and a central angle of 22 degrees 23 minutes 14 seconds for an arc distance of 34.21 feet to the point of tangency; said last mentioned course being coincident with the Easterly prolongation of the Northerly Right-of-Way line of said Golf Club Road (Private Road) and being in Broward County, Florida.

Legal Description of Non-Exclusive Perimeter Road Easement "B"

129344 6998 3M

G-12

Bonaventure 32-9/8,10,5,4;3

Schwartz-Siskin & Assoc. Inc.
Land Planners, Engineers, Architects and Surveyors
Florida
6500 N.W. 135th Street, Sunrise, FL 33158 (305) 415-1100

Building Eight At Bonaventure 32

Country Club Apartments A Condominium

A portion of Tracts 12 and 18, "BONAVENTURE", according to the plat thereof, as recorded in Plat Book 82 at Page 43 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the point of intersection of the centerline of "Country Club Road" with the centerline of "Golf Club Road" (Private Road) as shown on the said plat of "BONAVENTURE"; thence South 49 degrees 40 minutes 01 seconds East, along the centerline of said "Golf Club Road" (Private Road), for 53.00 feet to the point of beginning of the hereinafter described parcel; thence North 43 degrees 19 minutes 59 seconds East, along the Easterly Right-of-Way line of said "Country Club Road", for 65.00 feet to a point on the next described circular curve; said point bears North 49 degrees 40 minutes 01 seconds West from the radius point of the following described circular curve to the left having southerly and southeasterly along a circular curve to the left having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 39.27 feet to a point of tangency; thence South 49 degrees 40 minutes 01 seconds East for 18.47 feet to a point of curvature; thence southeasterly along a circular curve to the left having a radius of 410.30 feet and a central angle of 15 degrees 12 minutes 36 seconds for an arc distance of 106.84 feet to a point on said circular curve; said point bears South 25 degrees 07 minutes 23 seconds West from the radius point of the last described circular curve; said last mentioned three courses being coincident with the Northerly Right-of-Way line of said "Golf Club Road" (Private Road); thence South 28 degrees 37 minutes 08 seconds West, along the Easterly Right-of-Way

line of said "Golf Club Road" (Private Road), for 80.13 feet to a point on the next described circular curve; said point bears South 25 degrees 41 minutes 40 seconds West from the radius point of the following described circular curve; thence Northwesterly along a circular curve to the right having a radius of 490.00 feet and a central angle of 14 degrees 38 minutes 19 seconds for an arc distance of 125.19 feet to a point of tangency; thence North 49 degrees 40 minutes 01 seconds West for 18.47 feet to a point of curvature; thence Northwesterly, westerly, and Southwesterly along a circular curve to the left having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 39.27 feet to a point on the last described circular curve; said point bears North 49 degrees 40 minutes 01 seconds West from the radius point of the last described circular curve; said last mentioned three courses being coincident with the southerly Right-of-Way line of said "Golf Club Road" (Private Road); thence North 40 degrees 19 minutes 59 seconds East, along the Easterly Right-of-Way line of said "Country Club Road" for 65.00 feet to the point of beginning; all lying and being in Broward County, Florida, and containing 0.30 acres more or less.

Legal Description of Non-Exclusive Perimeter Road Easement "C"

829 598 311

G-14

Schwedke-Shiskin & Assoc. Inc.
Land Planners Engineers Architects Land Surveyors
Miami Florida
Order No. 135057 December 21, 1978 Page 014 of 25 Pages

Building Eight At Bonaventure 32 Country Club Apartments A Condominium

A portion of Tract 32, "BONAVENTURE", according to the plat thereof, as recorded in Plat Book 82 at Page 43 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the most Easterly corner of Tract 32-A, as shown on the said plat of "BONAVENTURE", thence South 67 degrees 24 minutes 40 seconds East, along the Northerly boundary of said Tract 32, for 146.07 feet; thence South 9 degrees 51 minutes 08 seconds East for 192.89 feet to the Point of Beginning of the hereinafter described parcel; thence South 80 degrees 06 minutes 52 seconds East for 478.03 feet to a Point of Curvature; thence Southwesterly, Southerly, and Southwesterly, along a circular curve to the right, having a radius of 162.00 feet and a central angle of 82 degrees 43 minutes 27 seconds for an arc distance of 233.90 feet, to a Point of Tangency; thence South 2 degrees 36 minutes 35 seconds West for 94.32 feet to a Point of Curvature; thence Southwesterly, along a circular curve to the right having a radius of 162.00 feet and a central angle of 71 degrees 52 minutes 17 seconds for an arc distance of 203.21 feet to a Point of Tangency; thence 74 degrees 28 minutes 52 seconds West for 200.61 feet to a Point of Curvature; thence Southwesterly, Westerly, and Northwesterly along a circular curve to the right having a radius of 162.00 feet and a central angle of 2 degrees 57 minutes 09 seconds for an arc distance of 67.72 feet, to a Point on the last mentioned circular curve; said point bears South 8 degrees 26 minutes 00 seconds West from the radius point of the last mentioned circular curve; thence

North 30 degrees 50 minutes 42 seconds West for 33.07 feet to a point on the next described circular curve; said point bears South 17 degrees 09 minutes 33 seconds West from the radius point of the next described circular curve; thence Southwesterly, Easterly, and Northwesterly along a circular curve to the left having a radius of 138.00 feet and a central angle of 32 degrees 40 minutes 41 seconds for an arc distance of 78.71 feet to a Point of Tangency; thence North 74 degrees 28 minutes 52 seconds East for 200.61 feet to a Point of Curvature; thence Northwesterly along a circular curve to the left having a radius of 138.00 feet and a central angle of 71 degrees 52 minutes 17 seconds for an arc distance of 173.11 feet to a Point of Tangency; thence North 2 degrees 36 minutes 35 seconds East for 94.32 feet to a Point of Curvature; thence Northwesterly, Northerly, and Northwesterly along a circular curve to the left having a radius of 138.00 feet and a central angle of 82 degrees 43 minutes 27 seconds for an arc distance of 199.25 feet to a Point of Tangency; thence North 80 degrees 06 minutes 52 seconds East for 498.03 feet; thence North 8 degrees 26 minutes 00 seconds East, at right angles to the last mentioned course, for 12.00 feet; thence South 80 degrees 06 minutes 52 seconds East for 20.00 feet; thence North 8 degrees 26 minutes 08 seconds East, at right angles to the last mentioned course for 12.00 feet to the Point of Beginning, said Point of Beginning being in Broward County, Florida.

**Legal Description of Non-Exclusive
Perimeter Road Easement "D"**

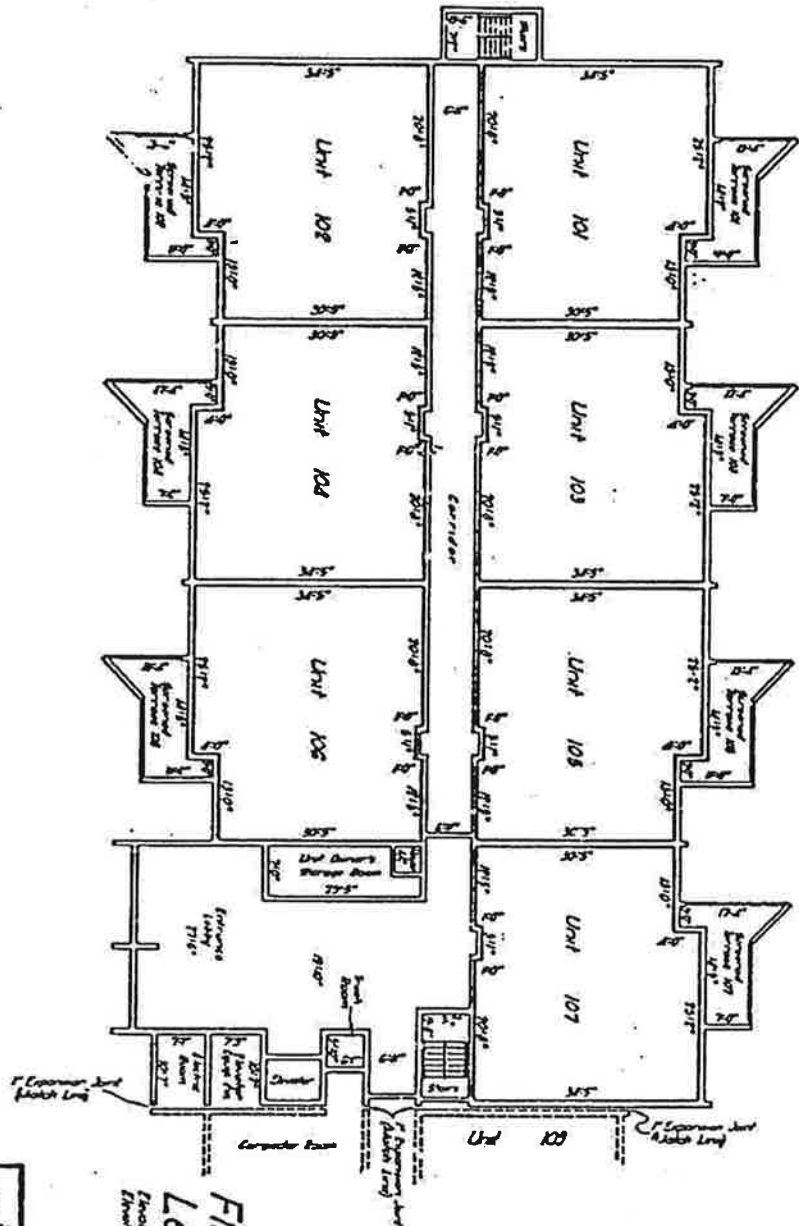
GL9394 4598 33

G-16

Schneble-Shiskin & Assoc. Inc.
Land Planners Engineers Architects Land Surveyors
Miami, Florida
Order No. 15647 December 21, 1933 Page 6-15 of 23 Pages



Building Eight Country Club Apartments At Bonaventure 32 A Condominium



As-built Survey December 21, 1979, Order N1155007

REC 8654 PAGE 676

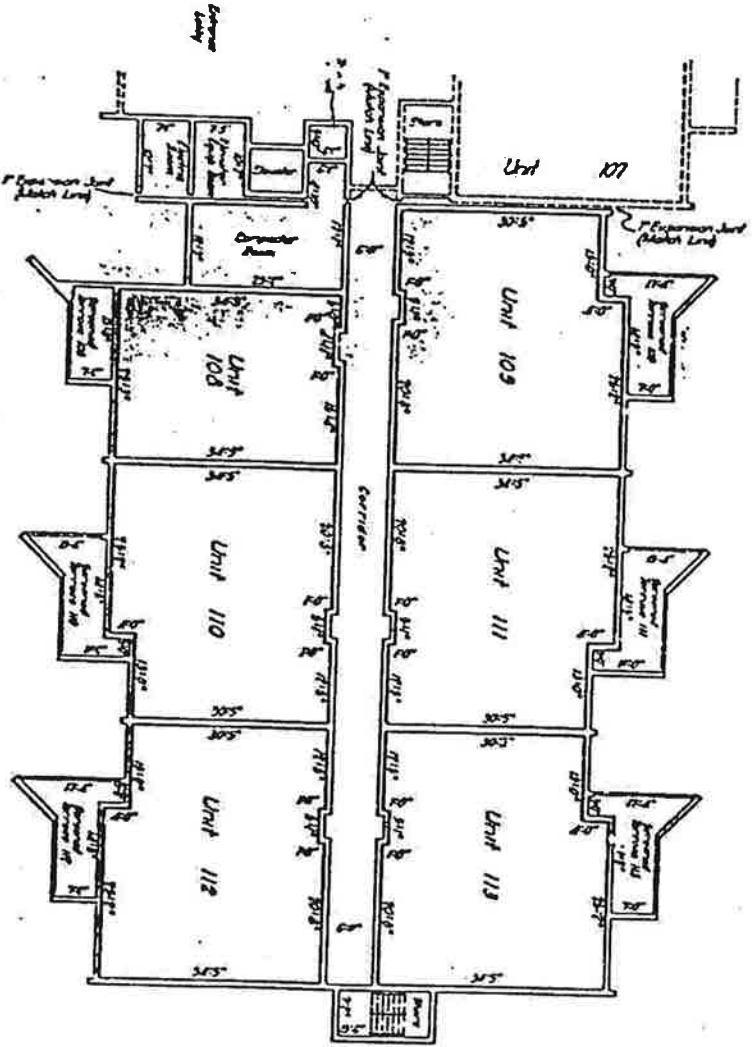
G-17

SCHMIDT-SHULIN & ASSOC INC
Land Surveying Engineers and Surveyors
Order # 11817 November 24, 1978 ASB 87278 Above

First Floor
Left Side
Division of Land-Use of the Condominium
Division of Lower Level of the Condominium
Division of Upper Level of the Condominium

Division of Land-Use

Building Eight Country Club Apartments At Bonaventure 32 A Condominium



22(9)304 4998 33 8654 8677

The Bull's Survey, December 21, 1973, Order 11138607
G-16

First Floor
Right Side

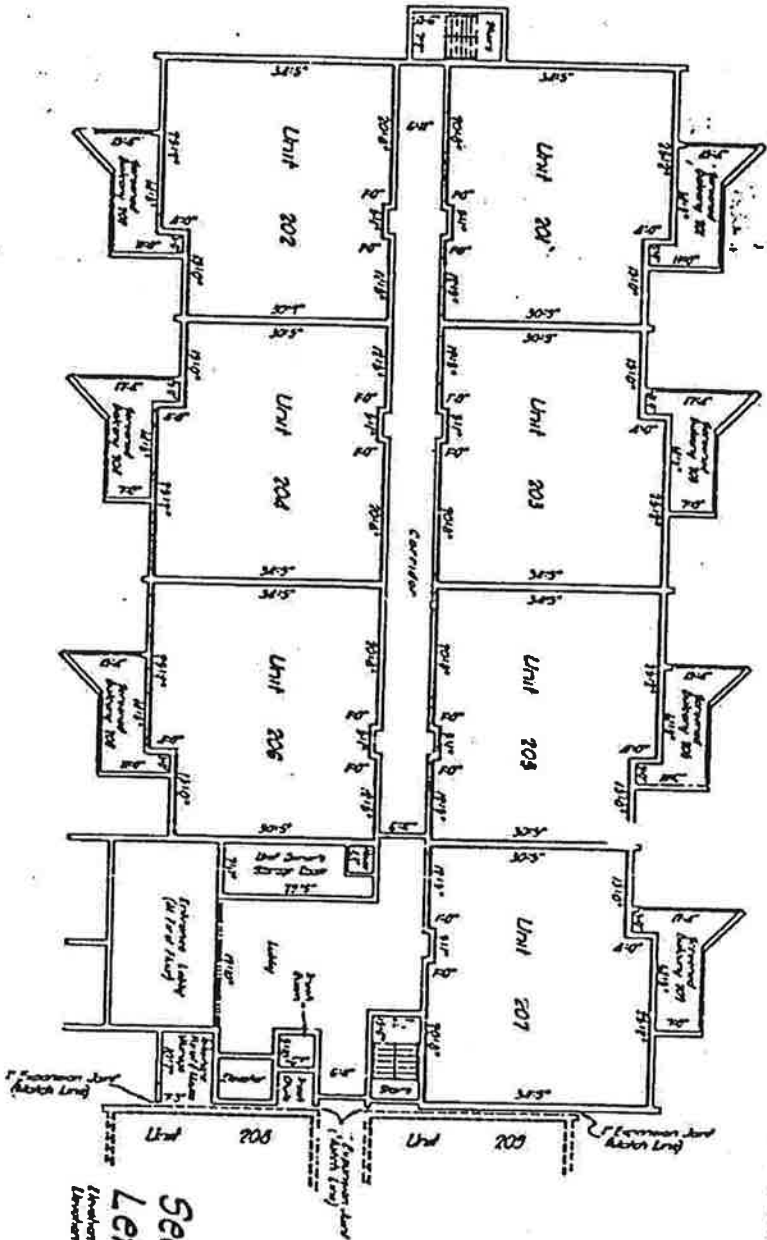


Schmecke-Strickland & Assoc. Inc.
Land Surveyors, Engineers, Architects, and Surveyors
October 21, 1978, 115871, November 21, 1978, 115872, 115873, 115874



Bonaventure Condominium

Building Eight Country Club Apartments At Bonaventure 32 A Condominium



**Second Floor
Left Side**

Dimensions of Upper Level of Unit Boundary, **201**
Dimensions of Upper Level of Unit Boundary, **208**



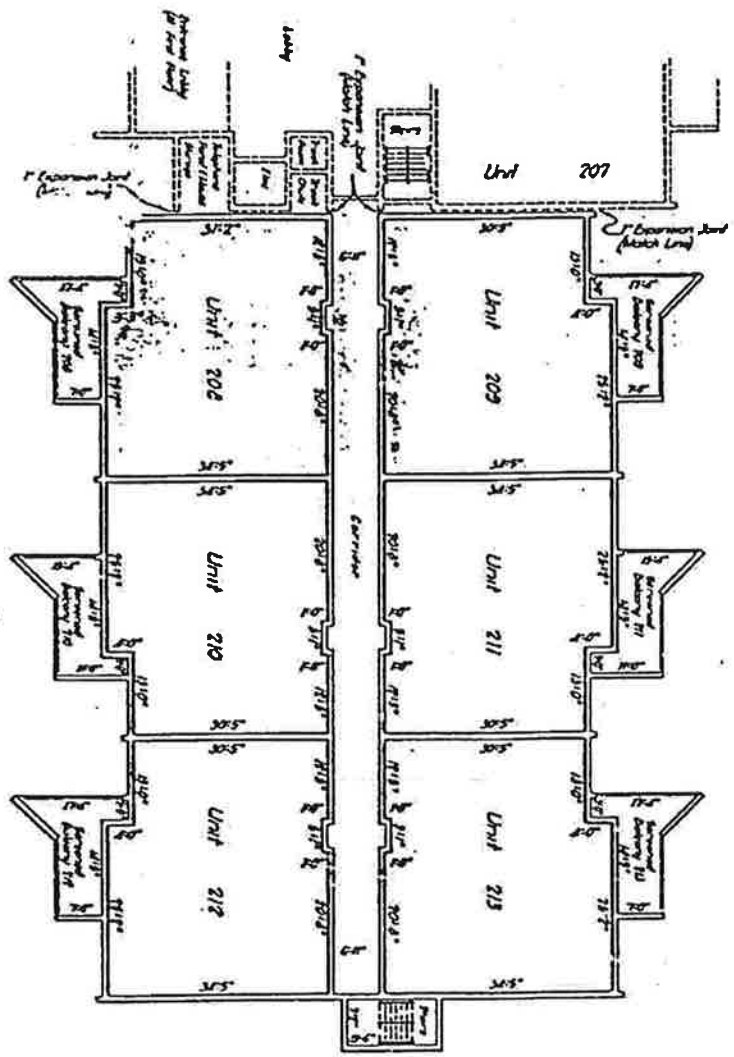
SEE 8654 PAGE 678

As-built Survey, December 21, 1979, Order JN 138607

Schwabky-Shield & Assoc. Inc.
Land Surveying Engineers Architects Land Surveyors
Order JN 73371, December 21, 1979, File 87-178-200

G-19

Building Eight Country Club Apartments At Bonaventure 32 A Condominium



**Second Floor
Right Side**

Division of Lower Level of Unit Boundary - 11/8/81
Division of Lower Level of Unit Boundary - 11/8/81

SCHWELKE-SHANKIN & ASSOC. INC.
Land Surveyors, Engineers, Architects and Planners
Order No. 131977, November 24, 1981, Plan D.P. 207-75-80-1



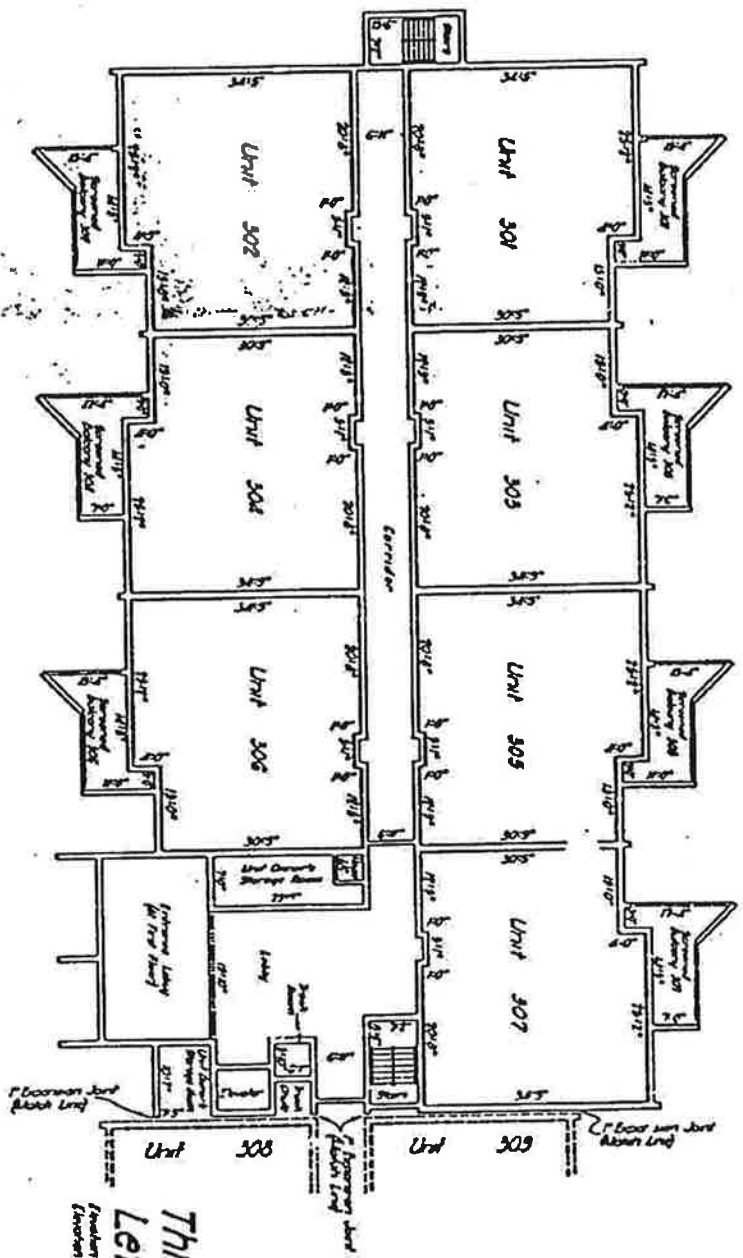
SEE 8654 PAGE 679

G-20

245-Gull's Survey, December 21, 1978, Order LH 125067

Enclosure N 11/8/81/81/81

Building Eight Country Club Apartments At Bonaventure 32 A Condominium



32 Bonaventure Building December 21, 1979 Order #1125007

G-21

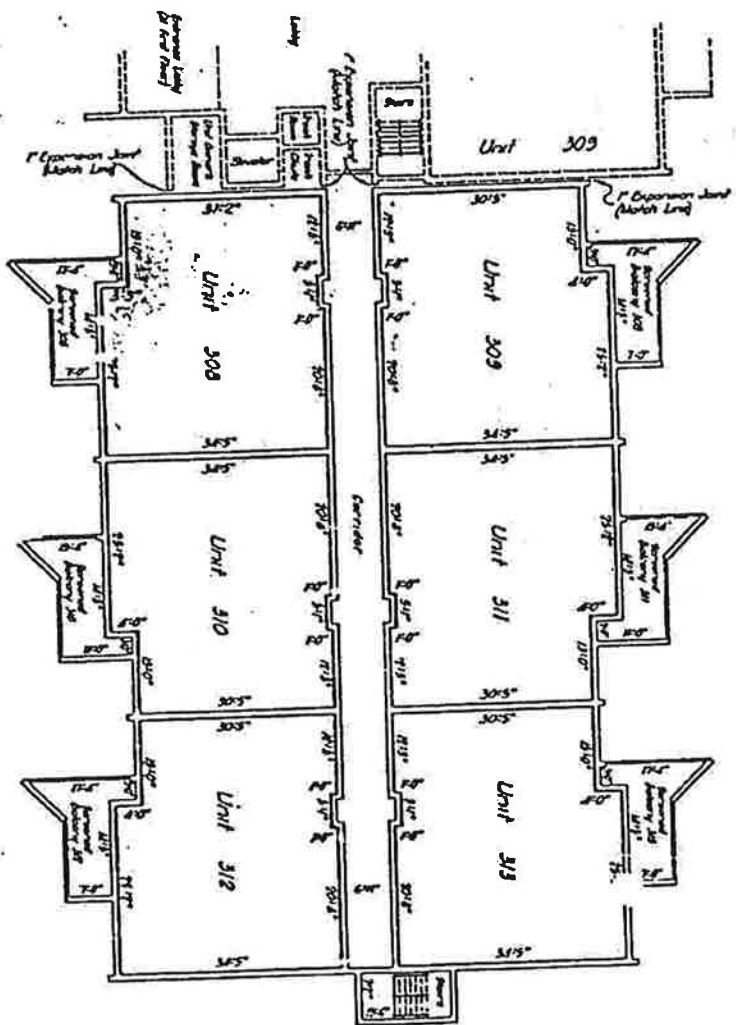
Third Floor
Left Side
 (Portion of Lower Level of the Building - See 21)
 (Portion of Upper Level of the Building - See 22)

SCHWABEK-SYSTEMS & ASSOC. INC.
 4015 Highway 101, Suite 100, Dallas, Texas 75243
 Order # 11177 | December 22, 1979 | Rev. 2/12/78

SEE 8654 PAGE 680

December 21, 1979

Building Eight Country Club Apartments At Bonaventure 32 A Condominium



"As-Built" Survey, December 21, 1979, Order No. 185667

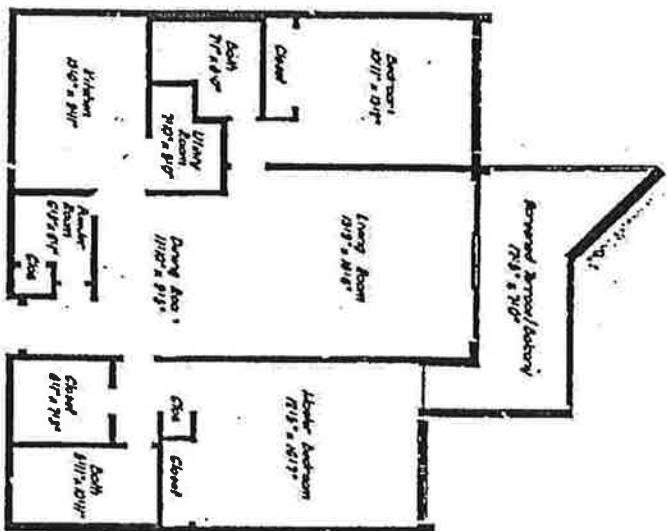
G-22

**Third Floor
Right Side**

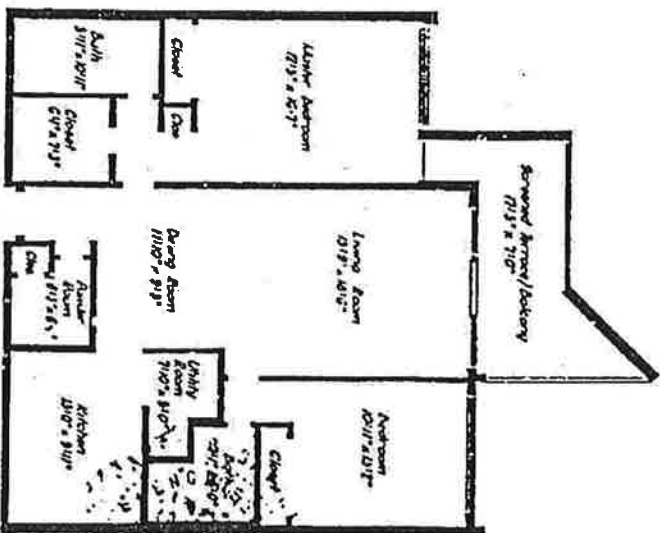
Division of Lower Level of Unit 309 & 310
Division of Upper Level of Unit 309 & 310

Schnecko-Shacklin & Assoc. Inc.
Lead Survey, Engineers, Architects and Surveyors
Order No. 12587, November 28, 1978, Plan ATD 18-20-1

Building Eight Country Club Apartments At Bonaventure 32 A Condominium



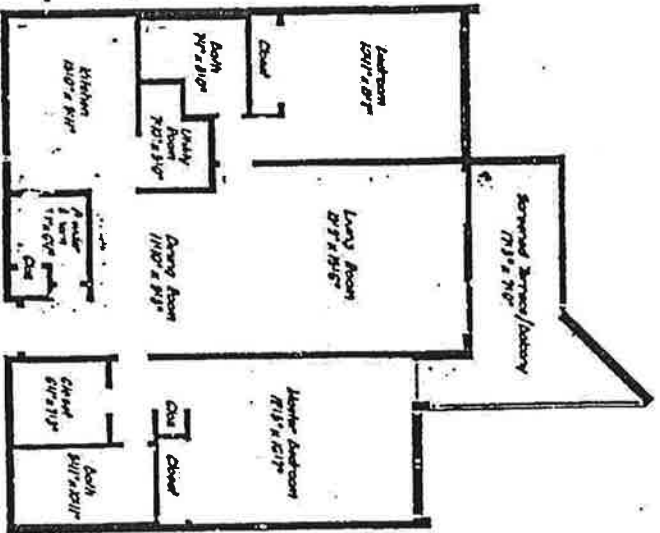
General Notes:
 1. Dimensions shown hereon are proposed dimensions. It is the contractor's responsibility to verify all dimensions from the field and to correct them prior to actual construction and any changes to them shall be noted on the contract documents.
 2. These plans do not represent an actual field survey by any firm.



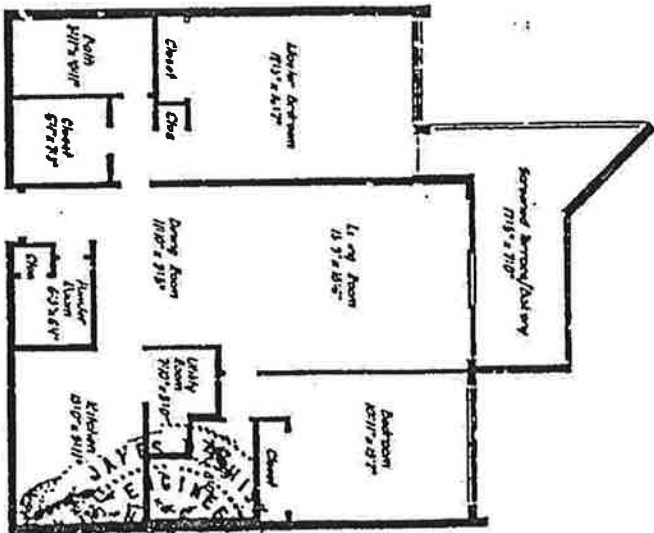
Typical Units

Schwabke-Siskin & Assoc. Inc.
 Land Planning, Engineering, Architecture and Surveying
 10000 14th Avenue, Suite 100, Denver, CO 80202
 303-751-1100

Building Eight Country Club Apartments At Bonaventure 32 A Condominium



General Notes:
 1. Dimensions shown herein are approximate and are intended only as a guide. Actual dimensions may vary from those shown on this plan due to normal construction tolerances.
 2. These plans do not represent an actual field survey by the firm.



Typical Units

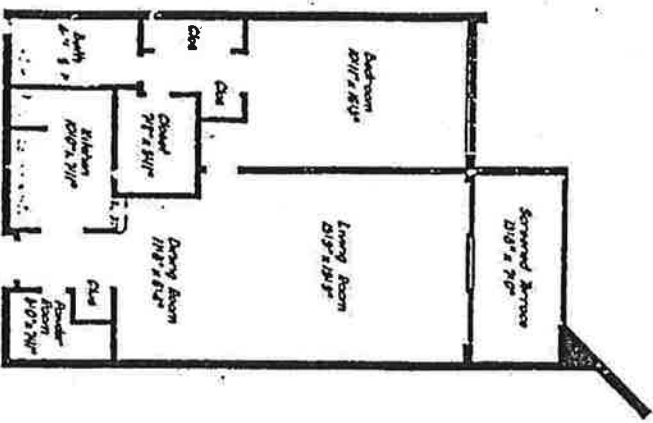
SCHWABE-SHARIN & ASSOC. INC.
 Land Surveyors, Engineers, Architects, and Surveyors
 11000 Old Bonaventure Road, Suite 1100, Jacksonville, Florida 32256
 Phone: 904/221-1100

Drawing: H-1111111111

889381 8854 8883

G-24

Building Eight Country Club Apartments At Bonaventure 32 A Condominium



General Notes:
 1. Dimensions shown herein are proposed dimensions to the extreme limits of the partition room walls, excluding trim and finished floor and slab prior to actual construction and are subject to normal construction tolerances.
 2. This plan does not represent an actual field survey by this firm.

Typical Unit



Schwickel-Shelton & Assoc. Inc.
 Land Surveying Engineers, Architects, and Surveyors
 Order No. 71871, November 14, 1978, New York, New York

ME 8654 REC 684

G-25

PROJECTED ANNUAL MAINTENANCE BUDGET

EXHIBIT "A"

REF R654 PAGE 685

BUILDING EIGHT OF COUNTRY CLUB
APARTMENTS AT BONAVENTURE 32
BUILDING MAINTENANCE BUDGET

	<u>Annually</u>	<u>Monthly</u>
<u>Maintenance Staff</u>		
Supervision	\$ 1,700	\$ 142
Building	3,000	250
Grounds	1,700	142
Payroll Taxes on above	1,300	108
<u>Insurance</u>	5,000	417
<u>Utilities</u>		
Electric	4,200	350
Water and Sewer	6,400	533
<u>Services, Maintenance</u>		
Exterminator	960	80
Garbage Removal	1,200	100
Elevator	800	67
Pool (including heating)	1,400	117
Tennis court maintenance	1,200	100
Fountain Maintenance	1,000	83
<u>Maintenance Supplies</u>	1,540	128
<u>Contingency Reserve</u>	1,900	158
<u>Fees</u>		
Accounting and Auditing	800	66
Legal, Professional	300	25
Management	2,000	167
Miscellaneous	300	25
	<u>\$ 36,700</u>	<u>\$ 3,058</u>

RE 8654 MAR 686

BUILDING EIGHT OF COUNTRY CLUB APARTMENTS
AT BONAVENTURE 32, A CONDOMINIUM

ANNUAL AND MONTHLY MAINTENANCE EXPENSES
FOR EACH CONDOMINIUM UNIT

	<u>Annual Expense</u>	<u>Monthly Expense</u>
2 Bedroom - 2 1/2 Bath Unit	\$ 947.90	\$ 79.00
Fee to Keep Bonaventure Beautiful Corp.	96.00 <u>\$1,043.90*</u>	8.00 <u>\$ 87.00*</u>
1 Bedroom - 2 Bath Unit	\$ 679.80	\$ 56.65
Fee to Keep Bonaventure Beautiful Corp.	96.00 <u>\$ 775.80*</u>	8.00 <u>\$ 64.65*</u>

*This total does not include the Club Maintenance Assessment which each Owner must pay to the Town Center Club Association, Inc. This Assessment has been established initially at \$240.00 per year, per Unit, payable \$20.00 per month. This Assessment is not payable until a Certificate of Occupancy for the Club has been issued by an appropriate governmental authority.

PERCENTAGE OF UNDIVIDED OWNERSHIP INTERESTS

EXHIBIT "B"

REF R654 PAGE 188

PERCENTAGE OF UNDIVIDED OWNERSHIP INTERESTS

The Condominium Units designated below shall have the following undivided ownership interests in the Common Elements of BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32, A Condominium.

<u>Type of Unit</u>	<u>Number of Units</u>	<u>Percentage Ownership Interest</u>	<u>Total</u>
2 bedroom 2-1/2 bath	38	2.5829%	98.1502%
1 bedroom 2 bath	1	1.8498%	<u>1.8498%</u>
			<u>100.0000%</u>

ME 8654 PAGE 689

ARTICLES OF INCORPORATION OF
CONDOMINIUM ASSOCIATION

EXHIBIT "C"

RE 8654 PAGE 690

ARTICLES OF INCORPORATION

OF

BUILDING EIGHT OF COUNTRY CLUB APARTMENTS
AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC.

(A Corporation Not-for-Profit)

In order to form a non-profit corporation in accordance with the laws of the State of Florida, we, the undersigned, hereby associate ourselves into a corporation for the purposes hereinafter mentioned, and to that end we do, by these Articles of Incorporation, set forth the following:

DEFINITIONS

All terms used in these Articles of Incorporation shall have those definitions set forth in the Declaration of Condominium for BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32, a Condominium. Any terms not defined in the Declaration of Condominium shall have those definitions established by Florida Statute 718.103. If any definition in the Declaration of Condominium conflicts with a definition in the Florida Statutes, the definition in the Declaration of Condominium shall prevail and govern the interpretation of this document.

ARTICLE I

NAME

The name of this Corporation shall be BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC. The mailing address for this Corporation is 200 Country Club Road, Fort Lauderdale, Florida 33326.

ARTICLE II

PURPOSE

This Corporation is created to be the Association for BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32, a Condominium. This Condominium has been or will be constructed upon real property situate, lying and being in Broward County, Florida.

This Corporation will undertake the performance of, and carry out the acts and duties incident to the administration, operation and management of the Condominium in accordance with the terms, provisions, conditions and authority contained in these Articles of Incorporation and in the Declaration. This Corporation may own, operate, lease sell, trade and otherwise

RE 8654
PAGE 691

deal with the Condominium Property, in whatever manner may be necessary or convenient to accomplish the proper administration of this Condominium.

ARTICLE III

POWERS

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

1. The Corporation shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of the Condominium Documents and the act.

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

A. To make, establish, and enforce reasonable rules and regulations governing the use of Units, Common Elements, Limited Common Elements and Condominium Property;

B. To make, levy and collect assessments against Unit Owners; to provide the funds to pay for Common Expenses of each Building and other improvements within the Condominium as is provided in the Condominium Documents and the Act, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Corporation;

C. To maintain, repair, replace and operate the Condominium Property;

D. To reconstruct improvements within the Condominium Property in the event of casualty or other loss;

E. To take such steps as may be necessary or required in order to insure the payment by each Unit Owner to the Developer of Recreational Expenses and, if necessary, to assess the same as part of the Common Expenses of the Condominium;

F. To enforce the provisions of the Condominium Documents;

G. To become and continue to be a member of the BONAVENTURE INTERCONDOMINIUM ASSOCIATION, INC., a Florida corporation and such other corporations and associations with which this Corporation may have mutual interests, and to per-

RE 8054 PAGE 6/92

form the functions and discharge the duties incumbent upon such membership. To delegate to persons or entities selected by the Board the function of representing the Corporation at the membership meetings of these corporations or associations and to collect and transmit to these corporations or associations any assessments duly levied;

H. To deal with other Corporations and Associations or representatives thereof or other land owners in BONAVENTURE on matters of mutual interest.

ARTICLE IV

MEMBERS

The qualification of members, the manner of admission to membership, the termination of such membership and voting by members shall be as follows:

1. The Owners of all Units in the Condominium shall be members of this Corporation, and no other persons or entities shall be entitled to membership.

2. Membership shall be established by the acquisition of title to a Unit in the Condominium. Membership shall be automatically terminated when a Unit Owner divests himself of or transfers title to his Unit.

3. The share of a member in the funds and assets of this Corporation, and membership in this Corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit.

4. The Owners of all of the Units in the Condominium are referred to herein as the "Membership." This Condominium will contain one Building and this Corporation will act in behalf of all Unit Owners in the Building. On all matters upon which the Membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised by the Unit Owner in accordance with the provisions of the Declaration and By-Laws.

5. Until the Condominium Property is formally submitted to Condominium Ownership, the Membership of this Corporation shall be comprised of the subscribers to these Articles. In the event of the resignation or termination of membership of any such subscriber, the remaining subscribers may nominate and designate a successor subscriber. Each of these subscribers and their successors shall be entitled to cast one vote on all matters upon which the Membership is entitled to vote. When the Condominium Property is formally submitted to Condominium Ownership, the Developer shall exercise the membership rights of a Unit until title to the Unit is transferred.

ARTICLE V

TERM

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

ARTICLE VI

SUBSCRIBERS

The names and street addresses of the subscribers to these Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
STANLEY ANGEL	1175 Northeast 125th Street North Miami, Florida 33161
S. JAMES COHEN	1175 Northeast 125th Street North Miami, Florida 33161
LAWRENCE E. ROGOVIN	1175 Northeast 125th Street North Miami, Florida 33161

ARTICLE VII

OFFICERS

1. The affairs of the Corporation, subject to the direction of the Board, shall be administered by the President, assisted by one or several Vice Presidents, the Secretary, Treasurer, and, if any, the Assistant Secretary and Assistant Treasurer. The Board or the President, with the approval of the Board, may employ a Managing Agent and/or other managerial or supervisory personnel or entities to administer the affairs of this Corporation or assist in its administration, operation or management. Any such person or entity may be employed without regard to whether such person or entity is a member, director or officer of the Corporation.

2. The Board shall elect the President, Vice President, Secretary and Treasurer. No officer may hold more than one of these offices. The President and Vice President shall be members of the Board.

RE 8674 REC 69A

ARTICLE VIII

FIRST OFFICERS

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

President	SHELDON KAY
Secretary	BRUCE B. LITWER
Treasurer	MARK SADKIN

ARTICLE IX

BOARD OF DIRECTORS

The affairs of the Corporation will be managed by a Board consisting of the number of Directors determined by the By-Laws. In no event shall the Board consist of less than three (3) Directors. The Directors on the first Board need not be members of the Corporation.

Subsequent Directors of the Corporation shall be elected at the annual meeting of the Members in the manner determined by the By-Laws. The Directors named in these Articles shall serve until the first election of Directors. Any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

The names and addresses of the Directors who shall hold office and serve until the first regular meeting of the Membership at which Directors are elected are as follows:

ROBERT SCOTT IRELAND	200 Country Club Road Fort Lauderdale, Florida 33326
SHELDON KAY	200 Country Club Road Fort Lauderdale, Florida 33326
BRUCE B. LITWER	200 Country Club Road Fort Lauderdale, Florida 33326
MARK SADKIN	200 Country Club Road Fort Lauderdale, Florida 33326
LEE TATILIAN	200 Country Club Road Fort Lauderdale, Florida 33326

ARTICLE X

BY-LAWS

The By-Laws of the Corporation shall be adopted by the first Board and, thereafter, may be altered, amended or rescinded by either a majority of the Board or Unit Owners in the manner provided for by the By-Laws.

RE 8654 PAGE 0905

ARTICLE XI

AMENDMENTS

1. Prior to the time the Declaration is recorded, these Articles may be amended by an instrument, in writing, signed by all the subscribers to these Articles. The instrument shall state the Article number and the contents of the amendment. It shall be filed in the office of the Secretary of State of the State of Florida and a certified copy of each amendment shall be attached to these Articles and be recorded with the Declaration.

2. After the Declaration is recorded, these Articles may be amended in the following manner:

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

B. A resolution seeking the approval of a proposed amendment may be proposed by either the Board or the Members and, after being proposed and approved by one of said bodies, it must be submitted for approval and, thereupon, receive approval of the other. Such approval must be by seventy-five percent (75%) of the Members present at any meeting at which there is a quorum; and such approval must be by sixty-six and two-thirds percent (66 2/3%) of the Members of the Board at a meeting at which there is a quorum.

C. Notwithstanding the foregoing provisions of this Article XI, no amendment to these Articles which shall abridge, amend, or alter the rights of the Developer may be adopted or become effective without the prior written consent of the Developer.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this day of 197 .


STANLEY ANGEL


ST. JAMES COHEN


LAWRENCE H. ROGOVIN

RECORDED
8654
ME 696

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

Notary Public

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized to take acknowledgments in the State and County named above, personally appeared STANLEY ANGEL, S. JAMES COHEN and LAWRENCE H. ROGOVIN, to me known to be the persons described as subscribers to and who executed the foregoing Articles of Incorporation. They acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this day of 197 .

Notary Public, State of Florida
at Large
My commission expires:

RE 8654 REG (1977)

CERTIFICATE DESIGNATING AGENT AND PLACE FOR
THE SERVICE OF PROCESS WITHIN THIS STATE

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted:

BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE
32 CONDOMINIUM ASSOCIATION, INC.

desiring to organize under the laws of the State of Florida, with its principal offices as indicated in the Articles of Incorporation, designates STANLEY ANGEL

c/o the law offices of Cohen, Angel & Rogovin, 1175 N.E. 125th Street, North Miami, Florida 33161, as its Agent to accept service of process within this State.

Having been designated as the Resident Agent for the above stated corporation, I hereby accept the position and agree to act in this capacity and to comply in full with the provisions of said Act.

By: Stanley Angel
Resident Agent

The registered agent and street address of the registered office, place of business or location for the service of process within this state is as follows:

STANLEY ANGEL
c/o Cohen, Angel & Rogovin
1175 N.E. 125th Street
North Miami, Florida 33161

ME 8654 REG 698

BY-LAWS OF
CONDOMINIUM ASSOCIATION

EXHIBIT "D"

MI 8654 REC 699

BY-LAWS

OF

BUILDING EIGHT OF COUNTRY CLUB APARTMENTS
AT BOVAVENTURE 32 CONDOMINIUM ASSOCIATION, INC.

(A Corporation Not-for-Profit)

DEFINITIONS

All terms used in these By-Laws shall have those definitions set forth in the Declaration of Condominium for BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BOVAVENTURE 32, a Condominium. Any terms not defined in the Declaration shall have those definitions established by Florida Statute 718. If any definition in the Declaration conflicts with a definition in the Florida Statutes, the definition in the Declaration shall prevail and govern the interpretation of this document.

ARTICLE I

IDENTITY, LOCATION OF OFFICES AND SEAL

This Corporation is a non-profit corporation, organized and existing under the laws of the State of Florida for the purpose of administering the affairs of BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BOVAVENTURE 32, a Condominium. These By-Laws shall govern the operation of this Condominium.

Section 1. Location of Offices. The offices of the Corporation shall be at the Property, or at such other place as may subsequently be designated by the Board.

Section 2. Seal. The Seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

ARTICLE II

MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership. Membership in this Corporation shall be limited to Owners of Units in the Condominium. Transfer of Unit ownership, either voluntarily or by operation of law, shall automatically terminate Membership, and the transferee shall automatically become a Member of this Corporation. If Unit ownership is vested in more than one person, all of the persons owning a Unit shall be eligible to hold office, attend meetings, etc.; but, as hereinafter indicated, the vote of a Unit shall be cast by the "Voting Member". If Unit ownership is vested in a corporation, the corporation may designate an individual officer or employee as its Voting Member. Developer, as an Owner of unsold Units, shall be deemed a Member of this Corporation.

RE 8654 PG 700

Section 2. Voting.

(a) The Owner of each Unit shall be entitled to one (1) vote. If an Owner owns more than one Unit, he shall be entitled to one (1) vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) A simple majority of the Owners' total votes shall decide any question unless the Declaration, By-Laws, Articles or Management Agreement provides otherwise.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the Secretary of the Corporation prior to the meeting at which they are to be used, and shall be valid only for the particular meeting designated. Where a Unit is owned jointly by a husband and wife, and they have not designated one of themselves as a Voting Member, a proxy must be signed by both in order to designate a third person as proxy. No person shall be designated to hold more than five (5) proxies.

Section 5. Designation of Voting Member. If a Unit is owned by one person, his right to vote shall be established by the record title to the Unit. If a Unit is owned by more than one person, the person entitled to cast the Unit's vote shall be designated in a Certificate to be filed with the Secretary, signed by all of the record Owners of the Unit. If a Unit is owned by a corporation, it shall designate the officer or employee entitled to cast the Unit's vote by executing a Certificate to be filed with the Secretary, signed by its President or Vice President and attested to by its Secretary or Assistant Secretary. The person designated in such Certificate shall be known as the Voting Member. If, for a Unit owned by more than one person or by a corporation, such Certificate is not on file with the Secretary of the Corporation, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Unit, except if said Unit is owned jointly by a husband and wife. Such Certificate shall be valid until revoked or superseded by a subsequent Certificate, or until a change occurs in the ownership of the Unit. If a Unit is owned jointly by a husband and wife, the following provisions are applicable:

(a) They may, but they shall not be required to, designate a Voting Member;

(b) If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting;

(c) Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Unit's vote.

ME 8654 ME 701

Section 6. Limitation on Right to Vote. Each Member has an obligation to pay a monthly maintenance Assessment and may be obligated to pay a special Assessment. The Corporation has the responsibility and obligation to make and collect these Assessments. If, at the time of any meeting of the Membership, any Member is more than forty-five (45) days delinquent in the payment of any Assessment, he shall not be entitled to vote. The Treasurer, or such other person or entity charged with the responsibility of collecting Assessments, shall, at the commencement of any meeting, certify to the person conducting the meeting which Units are current in the payment of all Assessments and are therefore eligible to vote.

ARTICLE III

MEMBERSHIP AND MEETINGS

Section 1. Place. All meetings of the Membership shall be held at the Property, or at such other place and at such time as shall be designated by the Board and stated in the Notice of Meeting.

Section 2. Notices. It shall be the duty of the Secretary to send by regul. mail or deliver a Notice of each annual or special meeting to each Owner and to post a copy of said Notice in a conspicuous place on the Property at least fourteen (14) days but not more than thirty (30) days prior to such meeting. Notice of any meeting shall list the time, place and purpose thereof. All Notices shall be mailed to or served at the address of the Owner as it appears on the books of the Corporation.

Section 3. Annual Meeting. The annual meeting for the purpose of electing Directors and transacting any other authorized business shall be held in the month of April of each year, an exact time and place being chosen by the Board at least fourteen (14) days but not more than thirty (30) days prior to such meeting. At the annual meeting, the Members shall elect a Board by plurality vote (cumulative voting prohibited) and shall transact such other business as may properly be brought before the meeting.

Section 4. Special Meeting. Special meetings of the Members for any purpose, unless otherwise prescribed by statute, may be called by the President, or shall be called by the President or Secretary at the request, in writing, of Voting Members representing twenty-five (25) percent of the total number of Units. Such requests shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the Notice of meeting.

Section 5. Waiver and Consent. Whenever a vote of Members is to be taken, the meeting and vote of Members may be dispensed with if not less than a majority of Voting Members shall consent, in writing, to such action being taken; however, notice of such action shall be given to all Members unless all Members approve such action.

ME 8654 RE 702

Section 6. Adjourned Meeting. If any meeting of Members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present.

Section 7. The Management Firm. The Management Firm shall be entitled to receive notice of and to attend the Corporation's meetings.

ARTICLE IV

DIRECTORS

Section 1. Number, Term and Qualifications. The affairs of the Corporation shall be governed by a Board composed of not less than five (5) nor more than fifteen (15) persons, as is determined from time to time by the Members. All Directors shall be Members; provided, however, any Directors designated by Developer need not be Members. All officers of a corporate Owner shall be deemed to be Members so as to qualify to be Directors. Directors shall be elected by Voting Members at the annual meeting. The term of each Director's service shall extend until the next annual meeting of Members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.

Section 2. First Board of Directors.

(a) The first Board shall hold office and serve until their successors have been elected and qualified. It shall consist of:

ROBERT SCOTT IRELAND
SHELDON JAY
BRUCE B. LITWER
MARK SADYIN
LEE TATILIAN

(b) The organizational meeting of a newly elected Board shall be held immediately after their election at such place and time as shall be fixed by the Directors. No notice of the organizational meeting shall be necessary provided a quorum shall be present.

Section 3. Removal of Directors by Members. At any time after a majority of the Board is elected by Members, at any duly convened regular or special meeting of Members at which a quorum is present, any one or more of the Directors may be removed, with or without cause, by the affirmative vote or written agreement of Voting Members casting not less than two-thirds (2/3) of the total votes present at the meeting. A successor may then and there be elected to fill any vacancy created. Should the Membership fail to elect a successor, the Board may fill the vacancy in the manner provided in Section 4 below.

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Section 4. Vacancies on Board. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, addressed to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of any newly elected Board, more than three (3) consecutive absences unless excused by resolution of the Board, shall automatically constitute a resignation from the Board. The transfer by a Director of title to his Parcel shall, effective as of the date of title transfer, automatically constitute a resignation from the Board. No Member shall continue to serve on the Board should he be more than forty-five (45) days delinquent in the payment of any Assessment. Such delinquency shall automatically constitute a resignation from the Board. All of these regulations are self-operating and shall become effective immediately upon the happening of the event or the passage of the time provided for herein.

Section 6. Regular Meetings. The Board may establish a schedule of regular meetings to be held at such time and place as it may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph, at least five (5) days prior to the date established for such meeting. All regular and special meetings of the Board shall be open to Owners. Notice of all regular and special meetings shall be conspicuously posted on the Property at least forty-eight (48) hours in advance of the meeting, except in case of emergency.

Section 7. Special Meetings. Special meetings of the Board may be called by the President, or, in his absence, by the Vice President, or by a majority of the Directors, by giving two (2) days' notice to all Directors, in writing, of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

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Section 9. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of Directors present at such meeting shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present shall adjourn the meeting from time to time. At each such adjourned meeting, any business which might have originally been transacted, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof shall constitute the presence of such Director for the purposes of determining a quorum.

Section 10. Compensation. Directors' fees, if any, shall be determined by the Voting Members.

Section 11. Designation of Directors. Notwithstanding anything to the contrary set forth above, until such time as Developer has transferred title to fifteen (15) percent of the total number of Units in the Condominium, Developer shall have the right to designate and elect one hundred (100) percent of the Directors. Thereafter, until such time as the provisions of this Section entitle Owners to elect a majority of the Board, Owners shall be entitled to elect one-third (1/3) of the Board and Developer shall have the right to elect two-thirds (2/3) of the Board. Owners, other than Developer, shall be entitled to elect a majority of the Board at the earlier of (a) three (3) years after Developer has transferred title to fifty (50) percent of the Units in the Condominium, or (b) three (3) months after Developer has transferred title to ninety (90) percent of the Units in the Condominium, or (c) when all Units in the Condominium have been completed and some of them have been sold and none of the others are being offered for sale by Developer in the ordinary course of business. For so long as Developer holds five (5) percent or more of the Units herein submitted to Condominium ownership for sale in the ordinary course of business, Developer shall be entitled to elect not less than one (1) Director. The Board shall not be required to call any meetings of the Membership for the purpose of electing Directors until April 30, 1981, unless prior to such date, Owners other than Developer shall be entitled, pursuant to the provisions hereof, to elect a majority of the Board. In such event, the Directors shall call a special meeting of Members for the purpose of nominating and electing a majority of Directors from the Membership at Large, within the time periods hereinabove provided.

Within sixty (60) days after Owners other than Developer are entitled to elect a Director or Directors to the Board, the Board shall call and give Owners not less than thirty (30) days nor more than forty (40) days notice of a meeting for this purpose.

In the event that Developer, in accordance with the privileges reserved herein, selects any person to serve on the Board, Developer shall have the absolute right, at any time, in its sole discretion, to replace such person with another person to serve on the Board. Replacement of

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any Director designated by Developer shall be made by written instrument delivered to any Officer which instrument shall specify the name of the person designated as successor Director. The removal of any Director and designation of his successor shall become effective immediately upon delivery of such written instrument by Developer to any Officer.

Section 12. The Management Firm. The Management Firm, shall be entitled to receive notice of and to attend Directors' meetings.

Section 13. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Corporation, and may do all acts and things as are not by law, the Declaration, Articles, or these By-Laws directed to be exercised and done by Owners. These powers shall specifically include, but shall not be limited to, the following:

- (a) To exercise all powers specifically set forth in the Declaration, Articles, By-Laws, the Act and all powers incidental thereto.
- (b) To make regular, special and recreational Assessments; to collect said Assessments; and, to use and expend the Assessments to carry out the purposes of the Corporation, including those set forth in the Management Agreement.
- (c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium, its common areas and facilities; to employ attorneys, accountants, contractors, and other professionals as the need arises, subject to the delegation of any or all of the foregoing powers to the Management Firm.
- (d) To make and amend regulations respecting the operation, use and maintenance of the Common Elements, Limited Common Elements, Property, facilities, and Units.
- (e) To contract for the management of the Condominium and to delegate to a Manager all of the powers and duties of the Corporation, except those which may be required by the Declaration to have approval of the Membership; to contract for the management or operation of portions of the Common Elements or facilities susceptible to separate management or operation; and, to lease or concession such portions.
- (f) To provide for the further improvement of the Property, both real and personal, including the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and to acquire and enter into agreements, pursuant to the Act, subject to the provisions of the Declaration, Articles, By-Laws and the Management Agreement.
- (g) To designate one or more committees which, to