

the extent provided in the resolution designating said committee, shall have the powers of the Board in the management, affairs and business of the Corporation. Such committee shall consist of at least three (3) Members, one of whom shall be a Director. A committee shall have such name as may be determined by the Board. The committee shall keep regular minutes of their proceedings and report to the Board as required. The foregoing powers shall be exercised by the Board, its Manager, or employees, subject only to approval by Owners when specifically required.

ARTICLE V

OFFICERS

Section 1. Elective Officers. The principal officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board. One person may not hold more than one of these offices. The President and Vice President shall be members of the Board. Notwithstanding the foregoing, the restrictions as to one person holding only one of the aforementioned offices and the President and Vice President being members of the Board shall not apply until such time as Developer no longer has the right to elect all or a majority of Directors.

Section 2. Election. The Officers of the Corporation shall be elected annually by the Board at the first organizational meeting of each new Board.

Section 3. Appointive Officers. The Board may appoint Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers, and such other Officers as it deems necessary.

Section 4. Term. The Officers shall hold office until their successors are elected and qualify for their office. Any Officer elected or appointed by the Board may be removed by the Board at any time, with or without cause; provided, however, that no Officer shall be removed except by affirmative vote for removal by seventy-five (75%) percent or more of the entire Board, (e.g., if the Board is composed of twelve (12) Directors, then nine (9) Directors must vote for removal.) If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board.

Section 5. The President. The President shall be the Chief Executive Officer of the Corporation. He shall preside at all meetings of Owners and of the Board. He shall exercise the executive powers of the Corporation and have general supervision over its affairs and other Officers. He shall sign all written contracts and perform all of the duties incident to his office and such others as may be delegated to him from time to time by the Board.

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Section 6. The Vice President. The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required of him by the Board.

Section 7. The Secretary. The Secretary shall issue Notices of all Board meetings and all meetings of Owners; he shall attend and keep the Minutes of same; he shall have charge of all of the books of the Corporation as well as its records and papers, except those kept by the Treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspection by Owners and Board members at all reasonable times.

Section 8. The Treasurer.

(a) The Treasurer shall have custody of the Corporation's funds and securities, except the funds payable to the Management Firm as provided in the Management Agreement. He shall keep full and accurate accounts of the Corporation's receipts and disbursements. He shall deposit all monies and other valuable effects in the name of and to the credit of the Corporation in such depositories as may be designated by the Board. The books shall reflect an account for each Unit in the manner required by the Act.

(b) He shall disburse the funds of the Corporation as may be ordered by the Board, making proper vouchers for such disbursements. He shall render an account of all his transactions as the Treasurer and of the financial condition of the Corporation to the Board whenever it may require it.

(c) He shall collect all Assessments and shall promptly report to the Board the status of collections.

(d) He shall maintain accounting records according to good accounting practices which shall be open to inspection by Owners or their authorized representatives at reasonable times. He shall render to Owners or their authorized representatives at least annually, a written summary of the Corporation's fiscal activities.

(e) He shall prepare the Corporation's Budget.

(f) The duties of the Treasurer may be fulfilled by the Management Firm as provided in the Management Agreement. If the Management Firm assumes the duties of the Treasurer, it shall have custody of the financial records of the Corporation.

ARTICLE VI

FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Corporation shall

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be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such Officer or Officers as may be designated by the Board. Obligations of the Corporation shall be signed by at least two Officers; provided, however, that the provisions of the Management Agreement relative to the subject matter in this Section shall supersede the provisions hereof.

Section 2. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January of each year; provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code, and provided, further, that the Management Firm shall be authorized to set the Corporation's fiscal year.

Section 3. Determination of Assessments.

(a) The Management Firm and the Board shall fix and determine the sum or sums necessary and adequate to assess Owners for their share of the Common Expenses set forth in the Budget. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and Limited Common Elements; costs of carrying out the powers and duties of the Corporation; all insurance premiums and expenses, including fire insurance and extended coverage; and any other expenses designated as Common Expenses by the Board or the Declaration. Funds for the payment of Common Expenses shall be assessed against Owners as provided in the Declaration. Assessments shall be payable monthly in advance and shall be due on the first day of each month unless otherwise ordered by the Board. Special Assessments, if necessary, shall be levied in the same manner as regular Assessments and shall be payable in the manner determined by the Board. All funds due under these By-Laws, the Management Agreement, and the Declaration are Common Expenses.

(b) A copy of the proposed annual Budget shall be mailed to Owners not less than thirty (30) days prior to the Board meeting at which the Budget will be considered, together with a notice of that meeting.

(c) When the Management Firm and the Board have determined the amount of any Assessment, the Treasurer shall mail or present to each Owner a statement of Assessment. All Assessments shall be paid to the Treasurer and, upon request, the Treasurer shall give a receipt for each payment received.

(d) The Board has initially delegated the power and duty of making and collecting Assessments to the Management Firm. However, the Board retains the authority to make Assessments as to the following:

- (1) For additional recreational or social activities;

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(2) For additions to the Common and Limited Common Elements;

(3) For acquisition of Units, as provided in ARTICLE I: of these By-Laws, and pursuant to the Declaration, subject to the written approval of such parties as are specified therein.

Section 4. Application of Payments and Commingling of Funds.
All sums collected by the Corporation from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board and Management Firm. Any delinquent payment by an Owner shall be applied to interest, costs, attorneys' fees, other charges, expenses, advances and general or special Assessments, in such manner and amounts as the Board or Management Firm determines.

Section 5. Acceleration of Assessment Installments Upon Default. If an Owner shall be in default in the payment of an installment upon any Assessment, the Board or Management Firm may accelerate the remaining monthly installments for the fiscal year. A notice of acceleration shall be sent to the Owner, and thereupon, the unpaid balance of the Assessment shall become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice.

Section 6. Audit. During the term of the Management Agreement, the Management Firm shall render an annual statement to the Corporation no later than four (4) months after the end of the Corporation's fiscal year. The Management Firm shall perform a continual internal audit of the Corporation's financial records for the purpose of verifying the same but no independent or external audit shall be required of it. The Corporation may conduct an external audit by an independent auditor acceptable to the Management Firm at such reasonable time as the Management Firm shall agree to; provided, however, said request for inspection is not made more than once in any calendar year and provided that the cost and expense of same is borne by the Corporation. Upon the termination of the Management Agreement, an audit of the accounts of the Corporation shall be made annually. Said audit shall be prepared by such accountant as the Board selects and a copy of said report shall be available to Members in the office of the Corporation. Such report shall be available no later than four (4) months after the end of the year for which the report is made.

ARTICLE VII

ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the Common Elements or Limited Common Elements except as specifically provided for in the Declaration.

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ARTICLE VIII

COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an Assessment) by an Owner of any of the provisions of the Declaration, By-Laws, or the Act, the Corporation, by direction of its Board, shall notify the Owner of said breach by written notice, transmitted to the Owner at his Unit by certified mail. If such violation shall continue for a period of thirty (30) days from the date of mailing of the notice, the Corporation shall have the right to treat such violation as an intentional, material breach of the Declaration, By-Laws, or the Act, and the Corporation shall then, at its option, have the following elections:

- (a) To commence an action in equity to enforce performance on the part of the Owner; or
- (b) To commence an action at law to recover its damages; or
- (c) To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon a finding by a Court that the Owner was in violation of any of the provisions of the above mentioned documents, the Owner shall reimburse the Corporation for its reasonable attorneys' fees incurred in bringing such action. Failure on the part of the Corporation to commence an action at law or in equity within sixty (60) days from the date of receipt of a written request, signed by an Owner, sent to the Board, shall authorize any Owner to bring an action in equity or suit at law relating to an alleged violation, in the manner provided for by the Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected by the Corporation immediately, as an emergency matter. The cost thereof shall be charged to the Owner as a specific item, which shall, until paid in full, be a lien against his Unit with the same force and effect as if the charge were a part of the Common Expenses.

Section 2. Negligence or Carelessness of an Owner. All Owners shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees, or lessees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the Corporation. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. However, nothing contained herein shall be construed as modifying any waiver by an insurance company as to its rights of subrogation. The cost of any maintenance, repair or replacement, performed pursuant to this Section, shall be charged to said Owner as a specific item, which shall,

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until paid in full, be a lien against his Unit with the same force and effect as if the charges were a part of the Common Expenses.

Section 3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

Section 4. No Waiver of Rights. The failure of the Corporation or an Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Corporation or Owner to enforce such right, provision, covenant or condition in the future.

Section 5. Election of remedies. All rights, remedies, and privileges granted to the Corporation or an Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted by the Condominium Documents.

Section 6. The Management Firm. The Management Firm shall act on behalf of the Board and on its own behalf with the same power and authority granted to the Board as to all matters provided under this ARTICLE VIII, Sections 1 through 5, inclusive. The Management Firm may act upon its own determination or upon the determination and direction of the Board as to Section 1 above, or the Board may act on its own behalf; however, due to the diverse types of situations that may arise between Owners arising out of alleged violations, the Management Firm shall not be liable or responsible to the Corporation, the Board, or the Owners for its failure to act as directed by the Board in connection with Section 1 above.

ARTICLE IX

ACQUISITION OF UNITS

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 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, upon the Board's adoption of a resolution to the Membership recommending such purchase or leasing. Notwithstanding the

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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.

Section 2. Acquisition on Foreclosure. At any foreclosure sale of a Parcel, the Board may acquire the Parcel being foreclosed in the name of the Corporation or its designee. The acquisition of a foreclosed Parcel shall only be accomplished with the authorization and approval of an affirmative vote of Voting Members casting not less than sixty (60%) percent of the total votes of the Voting Members present at any regular or special meeting. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Corporation's lien for Assessments. The power of the Board to acquire a Parcel at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Board or the Corporation to do so. The provisions hereof are permissive in nature and are set forth herein for the purpose of confirming this power in the Board should the requisite approval of Voting Members be obtained. The Board shall not be required to obtain the approval of Owners at the foreclosure sale of a Parcel due to the foreclosure of the Corporation's lien for Assessments under the provisions of the Declaration, regardless of the sum the Board determines to bid at such foreclosure sale.

ARTICLE X

AMENDMENTS TO THE BY-LAWS

Prior to the time of the recordation of the Declaration, these By-Laws may be amended, altered or rescinded by an instrument, in writing, signed by a majority of the then existing Directors.

Subsequent to the recording of the Declaration, these By-Laws may be altered, amended or added to at any duly called meeting of Owners provided that:

- (a) Notice of the meeting shall contain a statement of the proposed amendment;
- (b) If the amendment has received the unanimous approval of the Board, then it shall be approved upon the affirmative vote of a majority of Voting Members.
- (c) If the amendment has not been approved by unanimous vote of the Board, then the amendment shall be approved by the affirmative vote of seventy-five (75%) percent of all Voting Members.
- (d) Said amendment shall be recorded and certified as required by the Act. Notwithstanding anything above to the contrary, until Owners are entitled to elect a majority of the Board, these By-Laws may not be amended

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without a prior resolution of the Board requesting said amendment; and

(e) Notwithstanding the foregoing, no amendment to these By-Laws may, at any time, be adopted or become effective which shall abridge, amend or alter the rights of Developer, as set forth in any of the Condominium Documents and as specified in the Act, without first obtaining the prior written consent of Developer.

ARTICLE XI

NOTICES

Except as specifically set forth herein, all notices required to be sent shall be delivered or sent in accordance with the applicable provisions for notices set forth in the Declaration or the Act.

ARTICLE XII

INDEMNIFICATION

Every Director and Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or settlement thereof in which he may become involved, by reason of his being or having been a Director or Officer of the Corporation. This indemnification shall apply whether or not he is a Director or Officer at the time such liabilities or expenses are incurred, except in cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such Director or Officer may be entitled.

ARTICLE XIII

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Corporation shall not relieve or release any former Owner or Member from any liability or obligation incurred under or in any way connected with the Condominium during the period of Ownership and membership, or impair any rights or remedies which the Corporation may have against such former Owner and Member, arising out of, or which is in any way connected with such Ownership and membership.

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ARTICLE XIV

LIMITATION OF LIABILITY

Notwithstanding the duty of the Corporation and Management Firm to maintain and repair parts of the Property, the Corporation and Management Firm shall not be liable for injury or damage caused by a latent condition in the Property, nor for injury or damage caused by the elements, or other Owners or persons.

ARTICLE XV

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of the Corporation's meetings when not in conflict with the Act, the Declaration or these By-Laws.

ARTICLE XVI

LIENS

Section 1. Protection of Property. All liens against a Unit, other than for permitted mortgages, taxes or special Assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special Assessments shall be paid before becoming delinquent as provided in the Condominium Documents or by law, whichever is sooner.

Section 2. Notice of Lien. An Owner shall give notice to the Corporation and Management Firm of every lien upon his Unit, other than for permitted mortgages, taxes and special Assessments, within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. An Owner shall give notice to the Corporation and Management Firm of every suit or other proceeding which will or may affect title to his Unit or any part of the Property, such notice to be given within five (5) days after the Owner receives notice thereof.

Section 4. Failure to comply with this Article concerning Liens will not affect the validity of any judicial sale.

Section 5. Permitted Mortgage Register. The Corporation shall maintain a register of all permitted mortgages, and at the request of a mortgagee, the Corporation shall forward copies of all notices for unpaid Assessments or violations served upon an Owner to said mortgagee. The Management Firm shall not be required to maintain a register, as provided herein. If a register is maintained, the Corporation and Management Firm may make such charge as it deems appropriate against the applicable Unit for supplying the information provided herein.

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ARTICLE XVII

RELATIONSHIP WITH KEEP BONAVENTURE BEAUTIFUL CORP.

The Corporation recognizes that 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. The Developer has formed Keep Bonaventure Beautiful Corp., a Florida corporation. The purpose and function of this corporation is to maintain the Intercondominium Property and Services. It is the intent of this Corporation to bear its full, proportionate and fair share of the expenses incident to maintaining the Intercondominium Property and Services. This Corporation does herein agree to include in its annual Budget, a category for contributions to Keep Bonaventure Beautiful Corp. calculated at the rate of Eight (\$8.00) Dollars per month per Unit.

ARTICLE XVIII

RULES AND REGULATIONS

Section 1. All Areas Other Than Units. The Board and Management Firm, ¹ /, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management, and control of the Property, Common Elements, and Limited Common Elements of the Condominium, and any other facilities or services made available to Owners. A copy of the adopted Rules and Regulations shall be posted in a conspicuous place within the Property.

Section 2. Units. The Board and Management Firm, may, from time to time, adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of Units. Copies of such Rules and Regulations shall be posted in a conspicuous place on the Property prior to the time that the same become effective, and copies of same shall be furnished to each Owner at least seventy-two (72) hours prior to the time that they become effective.

Section 3. Recreation Areas and Facilities. The use of recreational areas and facilities which are Common Elements and Limited Common Elements shall at all times be subject to Rules and Regulations established by the Board and Management Firm. The use of facilities and areas which are to be used by certain Unit Owners within this Condominium in common with certain Unit Owners in other Condominiums within BONAVENTURE shall, at all times, be subject:

- (a) To the Rules and Regulations promulgated by the Board of Directors of the Town Center Club Association, Inc.;
- (b) To such Rules and Regulations as the Management Firm may, in its sole discretion, establish from time to time;

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(c) To the Rules and Regulations promulgated by the Board of Directors of Keep Bonaventure Beautiful Corp.; and

(d) To whatever extent applicable thereafter, the Rules and Regulations promulgated by the Board.

Section 4. Existing 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 and be binding upon all Owners. Owners shall at all times comply with these Rules and Regulations and shall use their best efforts to see that they are observed and complied with by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. The initial Rules and Regulations are as follows:

(a) 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.

(b) 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.

(c) 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.

(d) 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, shutter, 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 approval of the Board or Management Firm.

(e) 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.

(f) No rugs or other articles may be dusted from the windows or balcony of a Unit.

(g) No cooking shall be permitted on any Balcony, patio or entry way or on the Limited Common Elements or

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on the Property, except in such area, if any, designated by the Board and Management Firm.

(h) The type, color and design of chairs and other items of furniture and furnishings that may be placed and used on any entry way, patio or porch may be determined by the Board or Management Firm. An Owner shall not place or use any item thereon or upon any portion of the Common Elements or Limited Common Elements except with the approval of and as designated by the Board or Management Firm.

(i) 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.

(j) 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.

(k) 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. The right is reserved by Developer to place "Sold", "For Sale" or "For Rent" signs on any Unit and the right is hereby given to any mortgagee, who may become the Owner of a Unit to place such signs on a Unit owned by such mortgagee.

(l) Nothing shall be done or kept in a Unit which will either increase the Corporation's cost of insurance or result in the insurance being cancelled.

(m) No Owner may keep any pet or animal on the Property other than two (2) household pets under twenty (20) pounds each in weight and so long as such pets or animals do not constitute a nuisance and interfere with the quiet enjoyment of the Property by other Owners. Pets will be subject to the following Regulations:

(1) A pet will not be allowed out of the Unit unless it is in the custody of the Owner and on a leash not to exceed six (6) feet in length.

(2) A pet will be hand carried within the Building at all times.

(3) A pet will be walked off of the Property.

(4) Any damage to the Building, grounds, flooring, walls, trim, finish, tiles, carpeting, stairs, etc., will be the full responsibility of the pet Owner and the Owner shall pay for any and all expenses involved in restoring damaged property to its original, new condition.

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(5) The Owner shall be financially responsible for any personal injury or personal property damage caused by a pet to any Owner, occupant, guest, licensee or employee of the Building.

(n) No wasting of Property will be permitted.

(o) 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.

(p) No repairs will be performed within a Unit by an Owner, contractor or subcontractor prior to 10:00 A.M. or subsequent to 5:00 P.M. No work will be performed on Sunday.

(q) No Owner shall permit any structural modification or alteration to be made within a Unit without first obtaining the written consent of the Corporation, 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 Corporation 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 manner 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 enclosed, 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.

(r) The Corporation 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 making of such alterations and improvements must be approved by the Board and the cost of such alterations or improvements shall be assessed as a Common Expense to be collected from all Owners. However, where any alterations 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.

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(s) Servants and domestic help of Owners may not gather or lounge in the public areas of the Property.

(t) Employees of the Corporation or Management Firm shall not be sent off the Property by any Owner 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 Corporation and Management Firm.

(u) The Property contains one and one-half (1½) 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. Use of all parking spaces shall, at all times, be subject to the Rules and Regulations established by the Board and Management Firm.

(v) 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.

(w) Payments of monthly Assessments shall be made at the office of the Management Firm. Payments made in the form of checks shall be made to the order of such party as the Management Firm shall designate. 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.

(x) The Corporation 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 therefrom, or for making emergency repairs therein to prevent damage to the Common Elements or to another Unit.

ARTICLE XIX

RELATIONSHIP WITH TOWN CENTER CLUB ASSOCIATION, INC.

The Corporation recognizes that Developer will, assuming Developer sells and consummates the sale of twelve hundred (1,200) Units, be constructing the Club. See Article XXI of the Declaration of Condominium, to which these By-Laws are attached as an exhibit, for specific detail relating to the Club. At such time as the Club is completed, each Owner will be required to pay a monthly sum of money as his equal share of the cost of operating and maintaining the Club.

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When applicable, this Corporation does herein agree to include a category in its annual Building Maintenance Budget for Club Maintenance Assessments. The amount of this annual Club Maintenance Assessment has been established for the first three (3) years of the Club's operation at Twenty (\$20.00) Dollars per Unit, per month and, after the first three (3) full years of Club operation, at whatever amount is derived by following the procedure set forth in the Declaration of Condominium and, thereafter, multiplying each Unit's equal share by the number of Units in this Condominium.

ARTICLE XX

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 these By-Laws shall prevail unless prohibited by law. If there is any conflict with respect to the interpretation of these By-Laws and the Management Agreement, the provisions of the Management Agreement shall prevail. If there is a conflict between these By-Laws and the Restrictions, the provisions of the Restrictions shall prevail.

All other provisions of the Act not in conflict with these By-Laws, although not specifically set forth herein, shall pertain to and govern the operation and administration of this Corporation.

ARTICLE XXI

MANAGEMENT AGREEMENT - FLORIDA STATUTES

This Corporation has entered into a Management Agreement which has delegated the responsibility of operating and managing the Property. The Act allows Owners to cancel a Management Agreement under certain circumstances and conditions. One of the listed conditions requires this Corporation to be under the control of its Members. This Corporation and its Members acknowledge and agree that this Corporation shall come under the full control of Members only on the date that Members, rather than Developer, elect a majority of Directors at a meeting of the Membership, called for that purpose in accordance with the provisions of these By-Laws.

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ARTICLE XXII

CONSTRUCTION

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

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

ARTICLE XXIII

ADOPTION OF BY-LAWS

These By-Laws were adopted by the Corporation on _____, 19__, at a duly convened meeting of the Board.

BRUCE B. LITWER, Secretary

APPROVED:

President

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MANAGEMENT AGREEMENT

EXHIBIT "E"

RE 8654 FILE 723

MANAGEMENT AGREEMENT

AGREEMENT, made by and between BONAVENTURE MANAGEMENT CORP. a Florida corporation, ("Management Firm"), and BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, ("Corporation"), which terms shall be deemed to include the legal representatives, successors and assigns of the parties hereto;

W I T N E S S E T H :

WHEREAS, Corporation has been formed to administer the operation and management of BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32, a Condominium, (the "Condominium"); and

WHEREAS, BONAVENTURE ASSOCIATES ("Developer") is in the process of develop'ng and constructing a community in Broward County, Florida, which will consist of Condominiums, rental apartment buildings, townhouses, single-family homes, recreational facilities and commercial properties ("BONAVENTURE"); and

WHEREAS, orderly and uniform administration, appearance, upkeep and management of the Property is necessary and essential for the preservation and promotion of its economic values and the convenience and well-being of the residents of BONAVENTURE and requires the employment of a Management Firm; and

WHEREAS, Management Firm is desirous of furnishing management services;

NOW, THEREFORE, in consideration of the foregoing premises, the promises and covenants herein made and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

DEFINITIONS

All terms used in this Management Agreement 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 shall have those definitions established by the Act. If any definition in the Declaration conflicts with a definition in the Act, the definition in the Declaration shall prevail and govern the interpretation of this document.

1. Employment. Corporation does hereby employ the Management Firm as the exclusive Manager of the Condominium, and Management Firm does hereby accept such employment.

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2. Term. The term of this Agreement shall commence on the date that the Declaration is recorded amongst the Public Records of Broward County, Florida, or on January 1, 1980, whichever date occurs sooner, and shall terminate on that date which is two (2) years subsequent to said commencement date. After the expiration of the initial term provided for herein, this Agreement shall continue to renew itself for five (5) year periods, unless either party hereto shall give the other party notice of termination no less than three (3) months nor more than one (1) year prior to the date of renewal.

3. Powers and Duties of Management Firm. Management Firm, to the exclusion of all persons, including Corporation and its Members, shall have all the powers and duties of Corporation set forth in the Declaration, Articles and By-Laws, (except such thereof as are specifically required to be exercised by Corporation's Directors or Members). Amongst such powers and by way of illustration and not by way of limitation, Management Firm shall have the power and/or right to:

(a) Cause to be hired, paid and supervised and to determine the hours during which work shall be performed for all persons necessary to be employed in order to properly maintain and operate the Condominium. Management Firm in its absolute discretion shall select all employees and shall determine how many are necessary or desirable. It shall have the authority to discharge all employees it considers unnecessary or undesirable;

(b) Collect all Common Expenses, charges, Assessments, monies, and debts of every nature and description which may become due Corporation from its Members and to use the monies collected in accordance with and for any and all purposes consistent with this Agreement. Corporation hereby authorizes Management Firm to request, demand, collect, receive and receipt for any and all such Common Expenses, charges, Assessments, and other monies which may be due Corporation and to act in the name of Corporation in the exercise of any of its rights, privileges, and options, including the commencement of such legal proceedings for the collection of the same as may be required or found desirable by Management Firm;

(c) Maintain and repair the Property to the same extent that Corporation is required to maintain and repair same, as provided in the Declaration;

(d) Take such action as may be necessary to comply with all laws, statutes, ordinances and rules of all appropriate governmental authorities, and with the rules and regulations of the National Board of Fire Underwriters, or in the event it shall terminate its present functions, those of any other body exercising similar functions;

(e) Purchase equipment, tools vehicles, appliances, goods, supplies and materials as shall reasonably be necessary or desirable to perform its duties, including the maintenance, upkeep, repair, replacements, refurbishing and preservation of the Property. Purchases may be made in the name of

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Management Firm or, in its discretion, in the name of Corporation;

(f) Cause to be placed or kept in force all insurance required or permitted in the Declaration; to act as agent for Corporation, each Owner, and for each Owner of any other insured interest; to adjust all claims arising under insurance policies purchased by Corporation; to bring suit thereon in the name of Corporation and to deliver releases upon payment of claims; to otherwise exercise all of the rights, powers and privileges of Corporation; to receive in behalf of Corporation all insurance proceeds and pay the same to the Insurance Trustee;

(g) Enter into contracts for elevator maintenance, pest maintenance, garbage and trash removal, vermin extermination, and other services. Contracts may be made in the name of Management Firm, or, in its discretion, in the name of Corporation;

(h) Maintain Corporation's financial record books, accounts and other records as required by the Declaration, By-Laws and the Act; issue Certificates of Account to Members, their mortgagees and lienors without liability for errors. Such records shall be kept at the office of Management Firm and shall be available for inspection by Unit Owners or their authorized representatives at reasonable times. The procedure for this contemplated inspection of financial records shall, at all times, be accomplished pursuant to the applicable provisions of the Act. As standard procedure, Management Firm shall render a statement to Corporation for each calendar year no later than May 1st next thereafter. Management Firm shall perform a continual internal audit of Corporation's financial records for the purpose of verifying same, but no independent or external audit shall be required of it. Management Firm shall have the right to determine Corporation's fiscal year and when it shall commence;

(i) Maintain financial books and records sufficient to describe its services hereunder which are sufficient in detail to identify the source of all funds collected by it and the disbursement thereof. Such records shall be kept at the office of Management Firm and shall be available for inspection by an accountant employed by and at the cost and expense of Corporation and at such reasonable time as Management Firm may agree to. However, a request for inspection by an accountant cannot be made more than once in any calendar year. Management Firm shall perform a continual internal audit of Management Firm's financial records relative to its services but no independent or external audit shall be required of it;

(j) Establish reserves, both funded and unfunded, for the payment of any and all costs and expenses of Corporation. Should Corporation itself decide to fund special reserve accounts, Management Firm shall collect, account for such funds and disburse the same on the direction of Corporation;

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(k) Retain and employ professional service personnel and such other experts whose services may be reasonably required to enable Management Firm to effectively perform its duties and exercise its powers hereunder;

(l) Have access at all times to all portions of the Property, including all Units, for any purpose consistent with this Agreement;

(m) Cause its representatives to attend meetings of Owners and of the Board;

(n) Supervise, operate, control, manage, and maintain at all times those recreational facilities located and constructed upon the Property;

(o) Promulgate, adopt, amend and enforce Rules and Regulations as it deems advisable in its sole discretion, for the use of the Property, its recreational facilities, and for the use and occupancy of Common Elements and Units;

(p) Cause such alterations and/or additions to be made to the Common Elements as authorized by the Board and Members where required pursuant to and in accordance with the Declaration. Management Firm shall be paid for the cost of its personnel, overhead, materials and equipment in regard thereto, and for the cost of any and all contractors, sub-contractors or materialmen as are required;

(q) Sublet or enter into agreements for the use of space and grant concessions and licenses to persons to provide services or facilities within the Property upon such terms and conditions and for such purposes as Management Firm determines, in its sole discretion. Management Firm may delegate to others the right to install coin vending machines and coin-operated equipment within the Property and to divide the revenue between Corporation and itself or others on an equitable basis and in a manner to be determined by Management Firm. The parties hereto recognize that space may be sublet, or agreements may be entered into to provide facilities and services as specified herein for very nominal or no compensation whatsoever. Management Firm may use a portion of the Property for a Manager's office without compensation to Corporation;

(r) Make and collect special Assessments for such purposes and against such parties as Management Firm determines subject to the provisions hereof and the Declaration and to exercise such powers and rights delegated to it under the terms and provisions of the Declaration.

Exhibit A attached to this Management Agreement is an itemization of: (i) the minimum services, obligations and responsibilities of the Management Firm to provide maintenance or management services to Unit Owners; (ii) the amount of money to be paid for each service, obligation or responsibility to be performed by the Management Firm and a time schedule indicating how often the service, obligation or responsibility is to be performed; and (iii) the minimum number of personnel to be employed by the Management Firm to provide maintenance or management services to the Corporation.

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4. Compensation to Management Firm. It is specifically understood and agreed that Management Firm shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself, but solely at the cost and expense of Corporation and its Members. As compensation, fee or profit for its services hereunder, Management Firm shall receive a net fee, free of all charges and expenses, of six (6%) percent of the Budget of Corporation. Corporation agrees to include Management Firm's fee in its Budget and to pay same to Management Firm on a monthly basis, in advance.

In addition, in the event Corporation requires Management Firm to perform extraordinary services for which Corporation requires Owners to pay a Special Assessment, Corporation agrees to pay Management Firm a six (6%) percent fee calculated upon the total amount of any and all Special Assessments for the performance of these extraordinary services.

5. Units. This Agreement does not contemplate nor is Management Firm responsible for or required to perform upkeep, refurbishing and repair of Units. Management Firm may, in its sole discretion, perform such upkeep, refurbishing, remodeling, repairing and maintenance services to a Unit as are required by an Owner. Management Firm shall be entitled to charge an Owner for these extraordinary services.

6. Interference. Corporation shall not interfere nor permit, allow or cause, any of its Officers, Directors or Members to interfere with Management Firm in the performance of its duties or the exercise of any of its powers hereunder.

7. Management Firm's Liability. Management Firm shall not be liable to Corporation and its Members for any loss or damage not caused by Management Firm's gross negligence or willful misconduct. Corporation and its Members do hereby indemnify and save Management Firm harmless from any liability for damages, costs, and expenses arising from injury to any person or property in, on, about or used in connection with the Property. This indemnification shall extend to any event whatsoever unless such injury or loss shall be caused by Management Firm's gross negligence or willful misconduct.

8. Assignment of Agreement. Management Firm may assign this Agreement so long as the assignee agrees, in writing, to assume and perform the terms and covenants of this Agreement. Upon the execution of the assumption agreement by the assignee, Management Firm shall be released from any and all obligations hereunder. Management Firm may also subcontract all or portions of its duties and powers under this Agreement.

9. Special Assessments. Management Firm shall be authorized to assess an Owner for those items of Special Assessment set forth in the Declaration and this Agreement (i.e. maintenance, repairs or replacements resulting from the negligence or misuse of any part of the Property by an Owner, his family, servants, guests, invitees, or lessees; or failure of an Owner to maintain those portions of his Unit which

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he is required to repair and maintain; or violation of the provisions of the Declaration. Management Firm is authorized to charge or assess an Owner and collect these monies for the account of Corporation for guests or invitees of an Owner, whether in residence in the Condominium or not, for their use of the recreational facilities located upon the Property, or for services, purchases and rental of equipment in these recreational facilities or the Property. Management Firm may provide special services on behalf of and at the request of an Owner, such as putting up an Owner's approved storm shutters or providing personal services within a Unit. Management Firm shall be under no duty or obligation to perform such personal services.

10. Parking and Storage. Corporation hereby delegates to Management Firm the power to make reasonable rules for, and to assign and change assignments of, specific parking and storage spaces to Members, and to otherwise regulate vehicular parking and storage upon the Property and upon the Intercondominium Facilities.

11. No Waiver. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

12. Time of the Essence. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

13. Modification. No modification, release, discharge or waiver of any provision hereof shall be of any force, effect or value unless in writing, signed by Management Firm and Corporation or their respective successors or assigns.

14. Entire Agreement. This instrument contains the entire agreement between the parties hereto as of the date of execution hereof. Neither party has been induced by the other to enter into this Agreement by representations, promises or understandings not expressed herein. There are no collateral agreements, stipulations, promises or understandings relating to the subject matter of this Agreement, or other instruments referred to herein, which are not expressly contained herein.

All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the Property, and the same shall attach to and be binding upon Management Firm, its successors and assigns, Corporation, its successors and assigns, and present and future Owners, their heirs, personal representatives, successors and assigns.

15. Invalidity of Part. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, sub-section, sentence, clause, phrase or word, or of any provision of this Agreement and/or the Declaration shall not affect the validity of the remaining portions thereof.

16. Termination of Condominium. If Corporation shall be

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terminated as provided in the Declaration, then each Owner shall thereby become a tenant in common and shall, as to his separate interest, continue to be a party to this Agreement and bound by the provisions hereof. In such event, Management Firm shall manage such interest pursuant to the provisions of this Agreement as the nature of such interest and the context of this Agreement shall permit.

17. Default by Corporation and/or Members. If Corporation or its Members shall interfere with Management Firm in the performance of its duties and the exercise of its powers hereunder, or if Corporation shall fail to promptly do any of the things required of it hereunder, it shall be in default of this Agreement. In the event of a default, Management Firm shall be required to give written notice to Corporation of said default by delivering said notice to any Officer, or, in the absence of any Officer, to any Member. The notice of default shall specify the event or act of default and shall give Corporation fifteen (15) days within which to cure or remedy same. If the default is not cured or remedied within the fifteen (15) day period, Management Firm may declare this Agreement in default. Upon default, Management Firm may, in addition to any other remedy given it by this Agreement, law or equity, bring an action against Corporation and its Members for damages, specific performance, or for such other rights, relief and remedies as it may have. Corporation and its Members shall be liable for Management Firm's reasonable attorney's fees and the costs incurred thereby. Upon default, all of the rights of Management Firm shall be cumulative and the election of one or more remedies shall not be deemed to exclude or constitute a waiver of any other remedy.

18. Termination of Agreement by Corporation. In the event Owners assume control of Corporation during the term of this Agreement, and cancel this Agreement pursuant to the provisions of the Act, then and in such event this Agreement shall be terminated, the obligations of Management Agreement shall be terminated, and this Agreement shall be of no further force and effect.

19. Liens. During the term of this Agreement, Management Firm may file a lien against a Unit should an Owner fail to pay his Assessments as required by and provided in the Declaration. Management Firm may take such other action as provided in said documents, either in its name or in the name of or as agent of Corporation. Management Firm may compromise liens in such amounts as it deems advisable, in its sole discretion, and may satisfy liens of record and render statements as to the current status of Owner's Assessments.

20. Cooperation by Corporation. Corporation shall aid and assist Management Firm in any reasonable manner requested by Management Firm as to the collection of Assessments. Corporation shall further aid and assist Management Firm in any reasonable manner required by Management Firm in order to simplify the method of collecting monthly Assessments or Special Assessments due from Owners.

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BUILDING UNIT OF
COUNTRY CLUB APARTMENTS AT BONAVENTURE 32

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SERVICES TO BE PERFORMED	TIME SCHEDULE	ADMINISTRATIVE AND/OR "AT PREMISES" SUPERVISION PERFORMED BY MANAGEMENT FIRM AND ESTIMATED AMOUNT OF ANNUAL COST FOR SUCH SUPERVISION	MINIMUM NUMBER OF PERSONNEL FOR MANAGEMENT SERVICES	ESTIMATED AMOUNT OF ANNUAL COST FOR EACH NON-MANAGEMENT SERVICE OR ITEM	MINIMUM NUMBER OF PERSONNEL FOR NON-MANAGEMENT SERVICES
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Maintenance of buildings and grounds:	Once a week	Administrative Supervision \$345.00 (\$1,700.00 per year for "At Premises" supervision of work relating to Building Common areas, grounds maintenance and landscaping and lawn care).	One part-time supervisor	\$3,000.00*	Two
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Cleaning and maintenance service for Condominium Building and grounds (to include any or all of the following: exterior lighting; maintaining common areas; and sweeping lot).	Once every two weeks during growing season otherwise; once a month	Administrative Supervision \$125.00	One part-time supervisor	\$1,700.00* (This amount covers all landscaping and lawn services)	Three part-time laborers
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(a) Cuttings:

SERVICES TO BE PERFORMED **TIME SCHEDULE** **ADMINISTRATIVE AND/OR "AT PREMISES" SUPERVISION PERFORMED BY MANAGEMENT FIRM AND ESTIMATED AMOUNT OF ANNUAL COST FOR SUCH SUPERVISION** **MINIMUM NUMBER OF PERSONNEL FOR MANAGEMENT SERVICES** **ESTIMATED AMOUNT OF ANNUAL COST FOR EACH NON-MANAGEMENT SERVICE OR ITEM** **MINIMUM NUMBER OF PERSONNEL FOR NON-MANAGEMENT SERVICES**

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(b) Fertilizing	As needed		One part-time supervisor	None	Three part-time laborers
(c) Spraying grass and shrubs for bugs and insects	As needed		One part-time supervisor	None	Three part-time laborers
Maintain, review and pay premium for Association's insurance coverage	Annually	Administrative Supervision \$305.00	One part-time supervisor	\$5,000.00	None
Review and pay utility bills, water, sewer and electric	Monthly	Administrative Supervision \$646.00	One part-time supervisor	\$10,600.00	None
Exterminating	Monthly	Administrative Supervision \$59.00	One part-time supervisor	\$960.00	Independent Contractor
Garbage Removal	Twice a week	Administrative Supervision \$73.00	One part-time supervisor	\$1,200.00	Independent Contractor
Elevator Maintenance	Monthly	Administrative Supervision \$49.00	Administratively Supervision	\$800.00	
Pool Maintenance	Three times a week	Administratively Supervision \$85.00	One part-time supervisor	\$1,400.00	Independent Contractor
(a) (which includes cleaning and chemicals)					

SERVICES TO BE PERFORMED	TIME SCHEDULE	ADMINISTRATIVE AND/OR "AT PREMISES" SUPERVISION PERFORMED BY MANAGEMENT FIRM AND ESTIMATED AMOUNT OF ANNUAL COST FOR SUCH SUPERVISION	MINIMUM NUMBER OF PERSONNEL FOR MANAGEMENT SERVICES	ESTIMATED AMOUNT OF ANNUAL COST FOR EACH NON-MANAGEMENT SERVICE OR ITEM	MINIMUM NUMBER OF PERSONNEL FOR NON-MANAGEMENT SERVICES
(b) Cleaning Service for cleaning pool deck furniture and bath-rooms (which includes necessary supplies and equipment)	Five times a Week		One part-time supervisor		Independent Contractor
(c) Fuel for heating pool	As needed		One part-time supervisor		Independent Contractor
Tennis Court Maintenance	As needed	Administrative Supervision \$73.00	One part-time supervisor	\$1,200.00	Two part-time Laborers
Fountain Maintenance	As needed	Administrative Supervision \$61.00	One part-time supervisor	\$1,000.00	
Purchasing general maintenance supplies	As needed	Administrative Supervision \$94.00	One part-time supervisor	\$1,540.00	None
Accounting and auditing (which includes billing and collecting maintenance assessments; reviewing and paying bills; maintaining condominium association's financial records; preparing budget and financial statements; and, general auditing)	Monthly and Annually	Administrative Supervision \$49.00	One part-time supervisor	\$800.00	One Accountant

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SERVICES TO BE PERFORMED	TIME SCHEDULE	ADMINISTRATIVE AND/OR "AT PREMISES" SUPERVISION PERFORMED BY MANAGEMENT FIRM AND ESTIMATED AMOUNT OF ANNUAL COST FOR SUCH SUPERVISION	MINIMUM NUMBER OF PERSONNEL FOR MANAGEMENT SERVICES	ESTIMATED AMOUNT OF ANNUAL COST FOR EACH NON-MANAGEMENT SERVICE OR ITEM	MINIMUM NUMBER OF PERSONNEL FOR NON-MANAGEMENT SERVICES
Legal (which includes preparation of Condominium Association Board Minutes; filing of statutory reports; preparation for and supervision of Annual Meeting of Unit Owners)	As needed and Annually	Administrative Supervision \$18,000	One part-time supervisor	\$300.00	One Attorney
Miscellaneous (including filing fees and bank charges)	As needed	Administrative Supervision \$18,000	One part-time supervisor	\$300.00	None

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*Plus applicable payroll and related taxes (\$1,300.00 as per Maintenance Budget)

Cost of Management Services (Maint. Supervision & Management Fee) \$ 3,700.00
 Cost of Non-Management Services \$29,800.00
 Payroll Taxes \$ 1,300.00
 Appropriation for Contingencies \$ 1,900.00
 Initial Maintenance Budget \$36,700.00

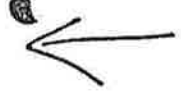
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CONEN, ANGEL J. BOGOVIN • ATTORNEYS AT LAW • THE EXECUTIVE BUILDING • 1175 N. E. 125TH STREET • NORTH MIAMI, FLORIDA 33161

DECLARATION OF RESTRICTIONS

EXHIBIT "F"

ASSOCIATED TITLE INSURANCE AGENCIES, INC.
CITY BANK BUILDING
4200 NORTHWEST 16th STREET
LAUDERHILL, FLORIDA 33313



DECLARATION OF RESTRICTIONS

75- 35237

CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, ("DECLARANT"), pursuant to Land Trust Number 5154-1, being the owner of real property situate, lying and being in Broward County, Florida, does by these presents, make, declare and impose upon said real property, the following agreements, conditions, restrictions, limitations and easements which shall be and constitute covenants running with the land or any part, parcel or portion thereof. This Declaration of Restrictions shall be binding upon DECLARANT, its successors and assigns, as well as upon all persons claiming under it, and each and all subsequent purchasers of the Land, their heirs, personal representatives, successors and assigns.

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ARTICLE I

PROPERTY SUBJECT TO
DECLARATION; ADDITIONS THERETO

1.1 Legal Description. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration of Restrictions is described below and shall hereinafter be referred to as the "Land":

The entirety of BONAVENTURE, less Tracts 31, 52, 53, 54, 55, 56, 57, 58, 59 and 62, in accordance with the Plat thereof, as recorded in Plat Book 82 at Page 43 of the Public Records of Dade County, Florida.

DECLARANT may from time to time bring other land under the provisions hereof by recorded Supplemental Declaration.

ARTICLE II

RESIDENTIAL AREA COVENANTS

2.1 Land Use and Building Type. No portion of the Land shall be used for any purpose other than for the construction of Condominiums, single-family residences, townhouses and multiple-family dwelling units.

2.2 Subdivision of Lots. None of the lots, tracts or parcels contained within the Land shall at any time be divided except as same may be divided by the recording of a Declaration of Condominium or to accommodate the needs of a Condominium, cooperative or townhouse housing project. (The words "Lots," "Tracts" or "Parcels", as hereinafter used, shall also include Condominium and cooperative housing units, townhouses, apartment house dwellings or single-family homes constructed upon the Land.)

2.3 Easements. Easements for installation and maintenance of utilities and for maintenance of existing lakes and canals as well as those to be created on a portion of the Land are

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THIS INSTRUMENT PREPARED BY:

Stanley Angel, Esq.
Cohen, Angel, Feinberg & Rollnick
1175 Northeast 125th Street
North Miami, Florida 33161

as may have been heretofore put of record, or as may hereafter be put of record by recorded plat or grant. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or prevent the installation and maintenance of utilities. The easement areas shall be maintained continuously by the owners of the Land being serviced by the utilities, except for a utility installation for which a public authority or utility company is responsible. Any damage caused to pavement, drive-ways, drainage structure, sidewalks, other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utilities whose installations or maintenance caused the damage.

2.4 Nuisances. No noxious or offensive activities shall be carried on upon the Land, nor shall anything be done thereon which may be or become an annoyance or nuisance to neighbors or the neighborhood.

2.5 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be permitted on any of the Land or used on any of the Land at any time as a residence, either temporarily or permanently.

2.6 Signs. No signs of any kind shall be displayed to the public view in or around any single-family residence, town-house or multiple-family dwelling (whether an apartment house or Condominium Building) except one used to indicate the name or address of a resident, or one sign of not more than five (5) square feet advertising a portion of the Land for sale or for rent, or signs of not more than twenty-five (25) square feet used by a builder to advertise during a construction and sales period.

2.7 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be carried on upon or in the Land or adjacent lakes or waterways, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Land. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Land or adjacent lakes and waterways subject to these restrictions.

2.8 Livestock and Poultry. No horses or other animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Land except that dogs, cats or other household pets may be kept upon the Land providing they are not kept, bred or maintained for any commercial purposes.

2.9 Filling and Removing. No Lot, Tract or Parcel shall be increased in size by filling in the water it abuts. The elevation of a Lot, Tract or Parcel shall not be changed so as to materially affect the surface elevation or grade of the adjacent Lots, Tracts or Parcels. No rock, gravel or clay shall be excavated or removed for commercial purposes from any part of the Land.

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2.10 Sewage Disposal. No individual sewage disposal system shall be permitted on any of the Land so long as a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

2.11 Water Supply. No individual water supply system shall be permitted on any of the Land so long as a central water supply system is being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

2.12 Visibility at Street Intersections. No obstruction to visibility at street intersections or access easement intersections shall be permitted.

2.13 Trucks and Trailers. In order to maintain the high standards of the Land with respect to residential appearance, no trucks, commercial vehicles or house or boat trailers shall be permitted to be parked or stored on the Land, except during periods of approved construction. This parking prohibition shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and the furnishing of commercial services.

Except as aforescribed, no trucks, trailers or habitable motor vehicles of any nature shall be parked overnight on any Lot, Tract or Parcel, except in an enclosed garage.

2.14 Fences. No fence, wall or other enclosure shall be erected on the Land except as originally installed by the builder, and except for any approved by DECLARANT.

2.15 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any part of the Land except in designated receptacles; provided, however, that the requirements of Broward County for disposal or collection thereof shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

2.16 Clotheslines. No clotheslines or drying yards or any other piece of equipment or thing upon which clothes or other articles can be hung or draped for drying purposes shall be erected, used or permitted to remain anywhere on the Land.

2.17 Waterfront Lots. As to all of the Lots, Tracts or Parcels which abut lakes or canals, the following restrictions shall be applicable: (a) No garbage, trash or other refuse shall be deposited in lake or canal waters; (b) the shoreline contours may not be changed without the written approval of DECLARANT; (c) no boathouse, dock, wharf, or other structure of any kind shall be erected, placed, altered, or maintained on the shore without the prior written approval of DECLARANT.

2.18 Use of Waterways, Canals and Lakes. As to all Waterways, Canals and Lakes within or upon the Land, and the use thereof, the following shall be applicable: (a) they shall at all times be subject to the control and governed by the rules and regulations and directions of the West Lauderdale

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Water Control District; (b) no garbage, trash or other refuse shall be deposited therein; (c) no power driven boats or water craft (whether propelled by electrical or internal combustion engines) shall be permitted.

2.19 Paint and Landscaping. The paint, coating, stain or other exterior finishing colors on all structures constructed on the Land may be maintained as originally installed but prior written approval by DECLARANT shall be necessary before any exterior finishing color is changed. The landscaping, including without limitation, trees, shrubs, lawns, flower beds, walkways and ground elevations shall be maintained as originally installed unless prior written approval for any substantial change is obtained from DECLARANT. After the initial landscaping is in place, there shall be no substantial change or diminution thereof without DECLARANT'S approval.

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the Land and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

2.20 Architectural Control. No building, wall, sign (referred to in 2.6 hereof) or other structure or improvement of any nature shall be erected, placed or altered on the Land until the construction plans, specifications (including designation for exterior finishes and colors), and a plan showing the location of the structure have been approved in writing by DECLARANT. Each building, wall, sign or other structure or improvement of any nature shall be erected, placed or altered upon the Land only in accordance with the approved construction plans, specifications and plot plan. Approval or lack of approval of construction plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole discretion of DECLARANT seem sufficient. Any change in the exterior appearance of any building, wall, sign or other structure or improvement, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. DECLARANT shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this section.

2.21 Care and Appearance of Premises. All structures and landscaping shall be maintained in a neat and attractive manner. Upon an Owner's failure to do so, DECLARANT may in its reasonable judgment and at its option, after giving the Owner ten (10) days written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as is necessary and have dead trees, shrubs and plants removed. Upon an Owner's failure to maintain the exterior of any structure in good repair, DECLARANT may in its reasonable judgment and at its option, after giving the Owner thirty (30) days written notice sent to his last known address, make repairs in a reasonable and workmanlike manner and improve the appearance of a structure.

2.22 Payment by Owner for Work Performed by DECLARANT; Lien Of DECLARANT. The Owner shall reimburse DECLARANT for the cost of any work performed pursuant to Section 2.21, and to secure such reimbursement DECLARANT shall have a lien upon

REC 8654 MAR 740

OFF. C123 PAGE 29

3.1 Homeowners' Association; Obligation to Join. Included within the legal description set forth in Paragraph 1.1 is a group of sixty-two (62) building lots more commonly referred to as Saddle Club Estates. These lots are zoned and platted for use in connection with the construction of single-family residences. The owners of the Saddle Club lots will have common interest in security and road maintenance relative to the private streets and roads in the immediate vicinity of their real property. In the event the DECLARANT forms a

SPECIAL PROVISION RELATING TO OWNERS OF REAL PROPERTY IN SADDLE CLUB ESTATES

ARTICLE III

2.21 Lien of DECLARANT; Subordinate to Institutional Financing. The Lien of DECLARANT shall be subordinate and inferior to the Lien of any bona fide mortgage encumbering any of the Land provided that such mortgage is held by a recognized institutional lender such as a bank, savings and loan association, insurance company, real estate investment trust or the loan correspondent for any of the foregoing. DECLARANT hereby subordinates any Lien created hereby to the Lien of such institutional lender. Where the institutional lender or other purchaser (other than an owner who has failed to properly maintain the landscaping or exterior of any structure) of any part of the Land, attains title as a result of a foreclosure of the institutional mortgage or where the institutional lender accepts a deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the advances made by DECLARANT which are chargeable to the former owner and which became due prior to the acquisition of title as a result of foreclosure or the acceptance of a deed in lieu of foreclosure. Any institutional lender becoming an owner of an improved or unimproved lot, tract or parcel by reason of foreclosure of its mortgage or by accepting a deed in lieu thereof, shall be excused from the payment of those monies advanced by DECLARANT pursuant to the terms and for the reasons expressed in this Article. However, such institutional lender shall, after its acquisition of title, be required to abide by all of the terms and conditions of this Declaration.

his lot, Tract or Parcel enforceable as herein provided. Upon performing the work herein provided, DECLARANT shall be entitled to file a claim of Lien among the Public Records of Broward County, Florida. Said Lien shall state the cost of said work and shall contain a description of the real property against which the Lien is filed. The Lien herein provided shall date from the time that the work is completed but shall not be binding until said Lien is recorded against creditors or subsequent purchasers for valuable consideration, without notice. The Lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, said Lien may be enforced by foreclosure in the same manner as mortgages. The amount due and secured by said Lien shall bear interest at ten (10%) percent per annum from the date of expenditure, and in any action to collect the monies due or to foreclose the Lien, DECLARANT shall be entitled to recover costs and reasonable attorneys' fees.

OFF. REC. 0123 PAGE 31

REC 8654 PAGE 742

3.2 Minimum Square Footage. No owner of a building lot in the Saddle Club Estates shall be permitted to erect a residence on said lot which contains less than 2,000 interior square feet (not including calculations of square footage for garage areas).

ARTICLE IV

GENERAL PROVISIONS

4.1 Non-liability of Declarant. No claim or cause of action of whatever nature may be asserted against Declarant as a result of the performance or the non-performance by Declarant of any of its duties, responsibilities, or obligations herein set forth. Any person, firm or other entity who may acquire an interest in the land shall, by virtue of his having acquired an interest, be deemed to have agreed to and be bound by this provision for exculpation. Any person, firm or other entity who may assert a claim or cause of action as above described, shall be responsible for the payment of all costs, including reasonable attorneys' fees, incurred by Declarant in the defense of said claim or cause of action regardless of the result of the litigation.

4.2 Term. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ninety-nine (99) years from the date these restrictions are recorded, after which said restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of a majority of the lots, tracts or parcels comprising the land, has been recorded, agreeing to cancel or change these restrictions in whole or in part.

4.3 Enforcement. Declarant does herein reserve unto itself the right to make a reasonable determination as to when any Owner of any lot, tract or parcel, subject to this declaration of restrictions, is in violation hereof. Declarant does herein covenant and agree to reasonably construe this declaration of restrictions and its avowed intent and purpose. However, the determination of a violation shall be binding upon the Owner of any lot, tract or parcel and said Owner shall be required to remedy the violation as quickly as possible after receipt of notice of said violation. Enforcement of this declaration of restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages and to enforce against a lot, tract or parcel, any lien created by this Declaration. Failure by Declarant or any Owner of a lot, tract or parcel, to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4.4 Severability. Invalidation of any one of these restrictions or any part hereof by judgment or court order shall in no way affect the continuing legal efficacy of any of the other provisions or parts hereof.

4.5 Waiver. DECLARANT may waive, upon application being made to it, any one or more of the foregoing restrictions with respect to a particular condition upon any part of the Land, upon finding that said waiver would not be detrimental to the Land. Any such waiver, (which must be evidenced in writing) shall not be deemed or construed a waiver of any such restrictions with respect to any other part of the Land.

4.6 Intent. It is the intent of DECLARANT herein to establish a reasonable and uniform standard of restrictions for the use and development of the Land. It is the intention of DECLARANT that the implementing of these restrictions shall inure to the equal benefit of all Owners of the Land. DECLARANT does herein covenant for itself, its successors and assigns, to act reasonably and not to unreasonably withhold its consent to the approval of any item listed herein wherein the consent or approval of DECLARANT is required.

The restrictions contained herein are intended to establish a minimum standard of restrictions for the Land. The Land is located within Broward County, Florida. From time to time, the ordinances of Broward County have established restrictions relating to the use of the Land. Where the ordinances of Broward County in connection with the use or maintenance of real property, as they presently exist or as they may hereafter exist, are more restrictive and thereby establish a greater standard for the use or maintenance of the Land, the ordinances of Broward County shall supersede these restrictions and prevail. Where the ordinances of Broward County establish lesser standards and restrictions for the use and maintenance of real property contained within said County, it is the intent of DECLARANT that the restrictions contained herein shall prevail and govern the use and maintenance of the Land.

Further, the restrictions herein contained are not intended to apply to or be binding upon DECLARANT, its successors and assigns, during the period of any construction undertaken by DECLARANT, its successors or assigns, in connection with its development of any tract or portion of the Land.

4.7 Conflicts with Declaration of Condominium. At any time subsequent to the date hereof, if an Owner of a Lot, Tract or Parcel should record a Declaration of Condominium and submit said Lot, Tract or Parcel to Condominium ownership, and if any provision of said Declaration of Condominium should be in conflict herewith, it is the intent of DECLARANT that the provisions of this Declaration of Restrictions shall prevail. If there be no conflict between these instruments, it is DECLARANT'S intention that both instruments shall pertain to and govern the development, use and occupancy of all improvements constructed on any Lot, Tract or Parcel.

4.8 Right of DECLARANT To Modify, Amend or Rescind. DECLARANT does herein reserve the right to modify, amend or rescind this document at any future time. However, no modification, amendment or rescision of this document shall in any way affect the rights of any owner of any part, parcel or

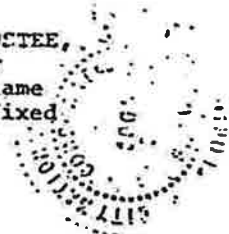
RE 8654 RE 743

REC: 0123 PAGE 32

tract contained within the Land who had acquired title to his real property prior to the date of said modification, amendment or recision without first obtaining said owner's written consent to the modification, amendment or recision.

4.9 Execution by DECLARANT; Limitation of Liability. CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, under Land Trust Number 5154-1, executes this Declaration of Restrictions, as Trustee, and by doing so, assumes no personal obligation or responsibility hereunder except only so far as the Trust Property (a portion of which is the Land) shall be applicable to the payment and discharge thereof.

IN WITNESS WHEREOF, CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, a National Banking Corporation, under Land Trust Number 5154-1, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 26th day of February, 1974



DECLARANT

CORPORATE SEAL

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

R. R. Kauth
Witness

BY: [Signature]

[Signature]
Witness

ATTEST: [Signature]

STATE OF FLORIDA)
COUNTY OF DADE) SS.

I HEREBY CERTIFY that on this day personally appeared

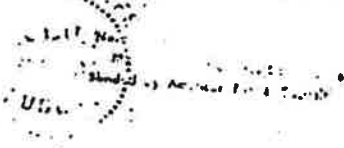
and

Vice President and Trust Officer and Assistant 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 of Restrictions as such officers and they severally acknowledged before me that the execution thereof was 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 26th day of February, 1974

[Signature]
Notary Public, State of Florida

My commission expires:



RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
COUNTY ADMINISTRATOR

RE R654 PAGE 74A

REC: 6123 PAGE 3:

87009046

CERTIFICATE OF AMENDMENT TO BY-LAWS

This Certificate of Amendment to By-Laws, made this 7th day of January, 1987, by BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT DONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC. (the "Association").

***WITNESSETH**

WHEREAS, the Declaration of Condominium for Building Eight of Country Club Apartments at Bonaventure 32 was recorded January 7, 1980 in Official Records Book 8654, Page 627 of the Public Records of Broward County, Florida; and

WHEREAS, attached to said Declaration as Exhibit D were the duly adopted By-Laws of the Association; and

WHEREAS, pursuant to Article X of the By-Laws, upon the unanimous recommendation of the Association's Board of Directors, the By-Laws were duly amended at a meeting of unit owners held on March 7, 1986, at which a quorum was present and acting throughout.

NOW, THEREFORE, be it known that:

1. Article XVIII, Section 4 of the By-Laws is amended by adding the following new Subparagraph (y):

(y) No children under fourteen (14) years of age shall be permitted to permanently reside in any Unit without the prior written consent of the Board, except that children younger than fourteen (14) may be permitted to visit and temporarily reside for periods not to exceed ninety (90) days in toto in any calendar year.

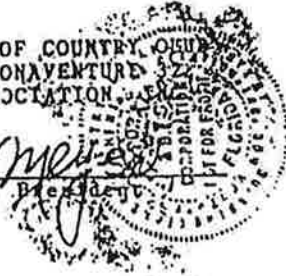
IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name the day and year first above written.

Signed, sealed and delivered in the presence of:

RB
Quand...

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

By: Harry Meyer
HARRY MEYER, President



THIS INSTRUMENT PREPARED BY:
BRUCE B. LITWER, ESQ.
200 Bonaventure Boulevard
Fort Lauderdale, FL 33326



87 JAN 8 PM 3:09

REC 14065 PAGE 598

9/00
0

STATE OF FLORIDA)
 :SS:
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared HARRY MEYER, well known to me to be the President of BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC., and that he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 7th day of January, 1987.

Diane M. Pusillo
Notary Public
State of Florida at Large

My commission expires:



MY COMMISSION EXPIRES JUNE 14, 1989

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

REC 14065 PAGE 599



INSTR # 101777135
 OR BK 32917 PG 0059
 RECORDED 03/20/2002 09:19 AM
 COMMISSION
 BROWARD COUNTY
 DEPUTY CLERK 2090

**CERTIFICATE OF AMENDMENT
 TO THE BY-LAWS OF BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT
 BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC.**

THIS AMENDMENT is made this 18 day of February, 2002, by BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC., (hereinafter "ASSOCIATION") pursuant to the BY-LAWS OF BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC. (hereinafter "BY-LAWS") which have been duly recorded in the Public Records of Broward County, Florida, as follows:

OR Book 8654 Page 699

WHEREAS, at a duly called and noticed meeting of the membership of ASSOCIATION, a Florida not-for-profit corporation, held on February 18, 2002 the aforementioned By-Laws was amended pursuant to the provisions of said By-Laws with an affirmative vote of not less than a MAJORITY of the membership.

WHEREAS, the Amendment(s) set forth herein are for the purpose of amending the BY-LAWS.

WHEREAS, the Amendment(s) set forth do not materially effect a unit owners share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, the undersigned hereby certify that the Amendment(s) to the BY-LAWS are a true and correct copy of the amendments as amended by the membership:

I. This Amendment hereby amends Section 4, Paragraphs (a) and (m) of Article XVIII of the By-Laws as follows:

(Deletions indicated by ~~strikeout~~, additions by underlining)

"(a) 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 two (2) bedroom Unit."

"(m) Effective upon recording of this provision, all provisions pertaining to pets contained in these By-Laws shall only apply to those pets which currently reside in the association on said date. After said date, no Owner shall replace any pet or animal that dies, nor shall any Owner purchase or acquire any pet or animal and permit same to reside in the association.

No Owner may keep any pet or animal on the Property, other than two (2) household pets, each under (20) pounds in weight, and so long as such pets or animals do not constitute a nuisance or interfere with the quiet enjoyment of the Property by other Owners. Pets will be subject to the following Regulations:

Handwritten mark

- (1) A pet will not be allowed out of the Unit unless it is in the custody of the Owner and on a leash not to exceed six (6) feet in length.
- (2) A pet will be hand carried and within the Building at all times.
- (3) A pet will be walked off of the Property.
- (4) Any damage to the Building, grounds, flooring, walls, trim, finish, tiles, carpeting, stairs, etc., will be the full responsibility of the pet Owner and the Owner shall pay for any and all expenses involved in the restoring of damaged property to its original, new condition.
- (5) The Owner shall be financially responsible for any personal injury or personal property damage caused by a pet to any Owner, occupant, guest, licensee or employee of the Building."

- II. Except as proposed above, all other terms and conditions of Article XVIII and the remainder of the By-Laws shall remain unchanged and in full force and effect according to their terms.
- III. This Amendment has been proposed and adopted by unanimous vote of the Board of Directors.

IN WITNESS WHEREOF, the Declaration has caused this Amendment to the BY-LAWS OF BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC., to be executed by the duly authorized officer, this 18 day of February, 2002

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

BY: Sidney Schuster, President

STATE OF FLORIDA)
COUNTY OF Broward

THE FOREGOING instrument was executed before me this 18 day of Feb. 2002, by Sidney Schuster, President 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 18 day of February, 2002.

Judy B. Clifton
Notary Public

My commission expires:



Judy B. Clifton
Commission # CC 920205
Expires March 20, 2004
Banded Thru
Atlantic Bonding Co., Inc.

This Instrument Prepared by and Return to:
Leigh C. Katzman, Esq.
Katzman & Korr, P.A.
5581 W. Oakland Park Boulevard
Second Floor
Lauderhill, Florida 33313
(954)486-7774

Declaration Recorded in Official Records
Book 8654 Page 627 of the Public
Records of Broward County, Florida.

P:\WP\CONDO.HOA\CLIENTS\Bonaventure Building # Condominium Association, Inc\Other\Various Amendments\187AMEND.BYLAWS.vpd

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. Any sale effectuated in violation of this provision may voided by the association. 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."

II. Amend Paragraph 4 of Article XIII of the Declaration, as follows:

(Deletions indicated by ~~strikeout~~, additions by underlining)

"4. Allow the Board, the Management Firm or the agents or employees of Corporation of 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 the Declaration. In order to effectuate the entry into a specific Unit in times of emergency, all Owners shall provide the association with a key to his/her Unit."

III. Except as proposed above, all other terms and conditions of Article X and XIII and the remainder of the Declaration shall remain unchanged and in full force and effect according to their terms.

IV. This Amendment has been proposed and adopted by unanimous vote of the Board of Directors.

IN WITNESS WHEREOF, the Declaration has caused this Amendment to the DECLARATION OF CONDOMINIUM OF BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC., to be executed by the duly authorized officer, this 15 day of February, 2002.

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

BY: Lidney Schuster
President

STATE OF FLORIDA)
COUNTY OF Broward

THE FOREGOING instrument was executed before me this 18 day of Feb.
Sidney Schuster, by Sidney Schuster, President 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 18 day
of February, 2002.

Judy B. Clifton

Notary Public

My commission expires:



Judy B. Clifton
Commission # CG 920205
Expires March 20, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

This Instrument Prepared by and Return to:
Leigh C. Katzman, Esq.
Katzman & Korr, P.A.
5581 W. Oakland Park Boulevard
Second Floor
Lauderhill, Florida 33313
(954)486-7774

Declaration Recorded in Official Records
Book 8654 Page 627 of the Public
Records of Broward County, Florida.

P:\WP\CONDO.HO\CLIENTS\Bonaventure Building & Condominium Association, Inc\alter\Various Amendments\1177\AMEND.1



INSTR # 101777134
 OR BK 32917 PG 0056
 RECORDED 03/20/2002 09:19 AM
 COMMISSION
 BROWARD COUNTY
 DEPUTY CLERK 2090

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

THIS AMENDMENT is made this 15 day of February, 2002 by BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC., (hereinafter "ASSOCIATION") pursuant to the DECLARATION OF CONDOMINIUM OF BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC. (hereinafter "DECLARATION") which have been duly recorded in the Public Records of Broward County, Florida, as follows:

OR Book 8654 Page 627

WHEREAS, at a duly called and noticed meeting of the membership of ASSOCIATION, a Florida not-for-profit corporation, held on February 15, 2002 the aforementioned Declaration was amended pursuant to the provisions of said Declaration with an affirmative vote of not less than THREE-FOURTHS (3/4) of the membership.

WHEREAS, the Amendment(s) set forth herein are for the purpose of amending the DECLARATION.

WHEREAS, the Amendment(s) set forth do not materially effect a unit owners share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, the undersigned hereby certify that the Amendment(s) to the DECLARATION are a true and correct copy of the amendments as amended by the membership:

I. This Amendment hereby amend Paragraph A of Article X of the Declaration by adding Sections 10 and 11, as follows:

(Deletions indicated by ~~strikeout~~, additions by underlining)

"10. 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.

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. The aforementioned restrictions shall commence upon the termination of current leasehold interests.

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) weeks without the Owner residing in the Unit simultaneously with said person is considered a tenant by the Association, and a lease with the Owner is required.

3

ASSOCIATED TITLE INSURANCE AGENCIES, INC.
CITY BANK BUILDING
4200 NORTHWEST 16th STREET
LAUDERHILL, FLORIDA 33313



11

DECLARATION OF RESTRICTIONS

75- 35237

CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, ("DECLARANT"), pursuant to Land Trust Number 5154-1, being the owner of real property situate, lying and being in Broward County, Florida, does by these presents, make, declare and impose upon said real property, the following agreements, conditions, restrictions, limitations and easements which shall be and constitute covenants running with the land or any part, parcel or portion thereof. This Declaration of Restrictions shall be binding upon DECLARANT, its successors and assigns, as well as upon all persons claiming under it, and each and all subsequent purchasers of the Land, their heirs, personal representatives, successors and assigns.

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ARTICLE I

PROPERTY SUBJECT TO
DECLARATION; ADDITIONS THERETO

1.1 Legal Description. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration of Restrictions is described below and shall hereinafter be referred to as the "Land":

The entirety of BONAVENTURE, less Tracts 31, 52, 53, 54, 55, 56, 57, 58, 59 and 62, in accordance with the Plat thereof, as recorded in Plat Book 82 at Page 43 of the Public Records of Dade County, Florida.

DECLARANT may from time to time bring other land under the provisions hereof by recorded Supplemental Declaration.

ARTICLE II

RESIDENTIAL AREA COVENANTS

2.1 Land Use and Building Type. No portion of the Land shall be used for any purpose other than for the construction of Condominiums, single-family residences, townhouses and multiple-family dwelling units.

2.2 Subdivision of Lots. None of the lots, tracts or parcels contained within the Land shall at any time be divided except as same may be divided by the recording of a Declaration of Condominium or to accommodate the needs of a Condominium, cooperative or townhouse housing project. (The words "Lots," "Tracts" or "Parcels", as hereinafter used, shall also include Condominium and cooperative housing units, townhouses, apartment house dwellings or single-family homes constructed upon the Land.)

2.3 Easements. Easements for installation and maintenance of utilities and for maintenance of existing lakes and canals as well as those to be created on a portion of the Land are

THIS INSTRUMENT PREPARED BY:

Stanley Angel, Esq.
Cohen, Angel, Feinberg & Roilnick
1175 Northeast 125th Street
North Miami, Florida 33161

REC. 6123 PAGE 26

as may have been heretofore put of record, or as may hereafter be put of record by recorded plat or grant. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or prevent the installation and maintenance of utilities. The easement areas shall be maintained continuously by the owners of the Land being serviced by the utilities, except for a utility installation for which a public authority or utility company is responsible. Any damage caused to pavement, drive-ways, drainage structure, sidewalks, other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utilities whose installations or maintenance caused the damage.

2.4 Nuisances. No noxious or offensive activities shall be carried on upon the Land, nor shall anything be done thereon which may be or become an annoyance or nuisance to neighbors or the neighborhood.

2.5 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be permitted on any of the Land or used on any of the Land at any time as a residence, either temporarily or permanently.

2.6 Signs. No signs of any kind shall be displayed to the public view in or around any single-family residence, town-house or multiple-family dwelling (whether an apartment house or Condominium Building) except one used to indicate the name or address of a resident, or one sign of not more than five (5) square feet advertising a portion of the Land for sale or for rent, or signs of not more than twenty-five (25) square feet used by a builder to advertise during a construction and sales period.

2.7 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be carried on upon or in the Land or adjacent lakes or waterways, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Land. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Land or adjacent lakes and waterways subject to these restrictions.

2.8 Livestock and Poultry. No horses or other animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Land except that dogs, cats or other household pets may be kept upon the Land providing they are not kept, bred or maintained for any commercial purposes.

2.9 Filling and Removing. No Lot, Tract or Parcel shall be increased in size by filling in the water it abuts. The elevation of a Lot, Tract or Parcel shall not be changed so as to materially affect the surface elevation or grade of the adjacent Lots, Tracts or Parcels. No rock, gravel or clay shall be excavated or removed for commercial purposes from any part of the Land.

2.10 Sewage Disposal. No individual sewage disposal system shall be permitted on any of the Land so long as a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

2.11 Water Supply. No individual water supply system shall be permitted on any of the Land so long as a central water supply system is being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

2.12 Visibility at Street Intersections. No obstruction to visibility at street intersections or access easement intersections shall be permitted.

2.13 Trucks and Trailers. In order to maintain the high standards of the Land with respect to residential appearance, no trucks, commercial vehicles or house or boat trailers shall be permitted to be parked or stored on the Land, except during periods of approved construction. This parking prohibition shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and the furnishing of commercial services.

Except as aforescribed, no trucks, trailers or habitable motor vehicles of any nature shall be parked overnight on any lot, tract or parcel, except in an enclosed garage.

2.14 Fences. No fence, wall or other enclosure shall be erected on the Land except as originally installed by the builder, and except for any approved by DECLARANT.

2.15 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any part of the Land except in designated receptacles; provided, however, that the requirements of Broward County for disposal or collection thereof shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

2.16 Clotheslines. No clotheslines or drying yards or any other piece of equipment or thing upon which clothes or other articles can be hung or draped for drying purposes shall be erected, used or permitted to remain anywhere on the Land.

2.17 Waterfront Lots. As to all of the Lots, Tracts or Parcels which abut lakes or canals, the following restrictions shall be applicable: (a) No garbage, trash or other refuse shall be deposited in lake or canal waters; (b) the shoreline contours may not be changed without the written approval of DECLARANT; (c) no boathouse, dock, wharf, or other structure of any kind shall be erected, placed, altered, or maintained on the shore without the prior written approval of DECLARANT.

2.18 Use of Waterways, Canals and Lakes. As to all Waterways, Canals and Lakes within or upon the Land, and the use thereof, the following shall be applicable: (a) they shall at all times be subject to the control and governed by the rules and regulations and directions of the West Lauderdale

Water Control District; (b) no garbage, trash or other refuse shall be deposited therein; (c) no power driven boats or water craft (whether propelled by electrical or internal combustion engines) shall be permitted.

2.19 Paint and Landscaping. The paint, coating, stain or other exterior finishing colors on all structures constructed on the Land may be maintained as originally installed but prior written approval by DECLARANT shall be necessary before any exterior finishing color is changed. The landscaping, including without limitation, trees, shrubs, lawns, flower beds, walkways and ground elevations shall be maintained as originally installed unless prior written approval for any substantial change is obtained from DECLARANT. After the initial landscaping is in place, there shall be no substantial change or diminution thereof without DECLARANT'S approval.

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the Land and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

2.20 Architectural Control. No building, wall, sign (referred to in 2.6 hereof) or other structure or improvement of any nature shall be erected, placed or altered on the Land until the construction plans, specifications (including designations for exterior finishes and colors), and a plan showing the location of the structure have been approved in writing by DECLARANT. Each building, wall, sign or other structure or improvement of any nature shall be erected, placed or altered upon the Land only in accordance with the approved construction plans, specifications and plot plan. Approval or lack of approval of construction plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole discretion of DECLARANT seem sufficient. Any change in the exterior appearance of any building, wall, sign or other structure or improvement, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. DECLARANT shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this section.

2.21 Care and Appearance of Premises. All structures and landscaping shall be maintained in a neat and attractive manner. Upon an Owner's failure to do so, DECLARANT may in its reasonable judgment and at its option, after giving the Owner ten (10) days written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as is necessary and have dead trees, shrubs and plants removed. Upon an Owner's failure to maintain the exterior of any structure in good repair, DECLARANT may in its reasonable judgment and at its option, after giving the Owner thirty (30) days written notice sent to his last known address, make repairs in a reasonable and workmanlike manner and improve the appearance of a structure.

2.22 Payment by Owner for Work Performed by DECLARANT; Lien Of DECLARANT. The Owner shall reimburse DECLARANT for the cost of any work performed pursuant to Section 2.21, and to secure such reimbursement DECLARANT shall have a lien upon

his Lot, Tract or Parcel enforceable as herein provided. Upon performing the work herein provided, DECLARANT shall be entitled to file a claim of lien among the Public Records of Broward County, Florida. Said lien shall state the cost of said work and shall contain a description of the real property against which the lien is filed. The lien herein provided shall date from the time that the work is completed but shall not be binding until said lien is recorded against creditors or subsequent purchasers for valuable consideration, without notice. The lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as mortgages. The amount due and secured by said lien shall bear interest at ten (10%) percent per annum from the date of expenditure, and in any action to collect the monies due or to foreclose the lien, DECLARANT shall be entitled to recover costs and reasonable attorneys' fees.

2.23 Lien of DECLARANT; Subordinate to Institutional Financing. The lien of DECLARANT shall be subordinate and inferior to the lien of any bona fide mortgage encumbering any of the Land provided that such mortgage is held by a recognized institutional lender such as a bank, savings and loan association, insurance company, real estate investment trust or the loan correspondent for any of the foregoing. DECLARANT hereby subordinates any lien created hereby to the lien of such institutional lender. Where the institutional lender or other purchaser (other than an Owner who has failed to properly maintain the landscaping or exterior of any structure) of any part of the Land, attains title as a result of a foreclosure of the institutional mortgage or where the institutional lender accepts a deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the advances made by DECLARANT which are chargeable to the former Owner and which became due prior to the acquisition of title as a result of foreclosure or the acceptance of a deed in lieu of foreclosure. Any institutional lender becoming an Owner of an improved or unimproved Lot, Tract or Parcel by reason of foreclosure of its mortgage or by accepting a deed in lieu thereof, shall be excused from the payment of those monies advanced by DECLARANT pursuant to the terms and for the reasons expressed in this Article. However, such institutional lender shall, after its acquisition of title, be required to abide by all of the terms and conditions of this Declaration.

ARTICLE III

SPECIAL PROVISION RELATING TO OWNERS OF REAL PROPERTY IN SADDLE CLUB ESTATES

3.1 Homeowners' Association; Obligation to Join. Included within the legal description set forth in Paragraph 1.1 is a group of sixty-two (62) building lots more commonly referred to as Saddle Club Estates. These lots are zoned and platted for use in connection with the construction of single-family residences. The owners of the Saddle Club lots will have a common interest in security and road maintenance relative to the private streets and roads in the immediate vicinity of their real property. In the event the DECLARANT forms a

Homeowner's Association for the specific purpose of providing for these needs and services as well as any other common needs and services of lot owners in the Saddle Club Estates area, all owners of lots in the Saddle Club Estate area shall be required to be members of said Homeowners' Association and shall further be required to pay their fair and proportionate share of any assessments made by said Association.

3.2 Minimum Square Footage. No owner of a building lot in the Saddle Club Estates shall be permitted to erect a residence on said lot which contains less than 2,000 interior square feet (not including calculations of square footage for garage areas).

ARTICLE IV

GENERAL PROVISIONS

4.1 Non-Liability of DECLARANT. No claim or cause of action of whatever nature may be asserted against DECLARANT as a result of the performance or the non-performance by DECLARANT of any of its duties, responsibilities, or obligations herein set forth. Any person, firm or other entity who may acquire an interest in the Land shall, by virtue of his having acquired an interest, be deemed to have agreed to and be bound by this provision for exculpation. Any person, firm or other entity who may assert a claim or cause of action as above described, shall be responsible for the payment of all costs, including reasonable attorneys' fees, incurred by DECLARANT in the defense of said claim or cause of action regardless of the result of the litigation.

4.2 Term. These restrictions are to run with the Land and shall be binding on all parties and all persons claiming under them for a period of ninety-nine (99) years from the date these restrictions are recorded, after which said restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of a majority of the Lots, Tracts or Parcels comprising the Land, has been recorded, agreeing to cancel or change these restrictions in whole or in part.

4.3 Enforcement. DECLARANT does herein reserve unto itself the right to make a reasonable determination as to when any Owner of any Lot, Tract or Parcel, subject to this Declaration of Restrictions, is in violation hereof. DECLARANT does herein covenant and agree to reasonably construe this Declaration of Restrictions and its avowed intent and purpose. However, the determination of a violation shall be binding upon the Owner of any Lot, Tract or Parcel and said Owner shall be required to remedy the violation as quickly as possible after receipt of notice of said violation.

Enforcement of this Declaration of Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages and to enforce against a Lot, Tract or Parcel, any lien created by this Declaration. Failure by DECLARANT or any Owner of a Lot, Tract or Parcel, to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4.4 Severability. Invalidat^on of any one of these restrictions or any part hereof by judgment or court order shall in no way affect the continuing legal efficacy of any of the other provisions or parts hereof.

4.5 Waiver. DECLARANT may waive, upon application being made to it, any one or more of the foregoing restrictions with respect to a particular condition upon any part of the Land, upon finding that said waiver would not be detrimental to the Land. Any such waiver, (which must be evidenced in writing) shall not be deemed or construed a waiver of any such restrictions with respect to any other part of the Land.

4.6 Intent. It is the intent of DECLARANT herein to establish a reasonable and uniform standard of restrictions for the use and development of the Land. It is the intention of DECLARANT that the implementing of these restrictions shall inure to the equal benefit of all Owners of the Land. DECLARANT does herein covenant for itself, its successors and assigns, to act reasonably and not to unreasonably withhold its consent to the approval of any item listed herein wherein the consent or approval of DECLARANT is required.

The restrictions contained herein are intended to establish a minimum standard of restrictions for the Land. The Land is located within Broward County, Florida. From time to time, the ordinances of Broward County have established restrictions relating to the use of the Land. Where the ordinances of Broward County in connection with the use or maintenance of real property, as they presently exist or as they may hereafter exist, are more restrictive and thereby establish a greater standard for the use or maintenance of the Land, the ordinances of Broward County shall supersede these restrictions and prevail. Where the ordinances of Broward County establish lesser standards and restrictions for the use and maintenance of real property contained within said County, it is the intent of DECLARANT that the restrictions contained herein shall prevail and govern the use and maintenance of the Land.

Further, the restrictions herein contained are not intended to apply to or be binding upon DECLARANT, its successors and assigns, during the period of any construction undertaken by DECLARANT, its successors or assigns, in connection with its development of any tract or portion of the Land.

4.7 Conflicts with Declaration of Condominium. At any time subsequent to the date hereof, if an Owner of a Lot, Tract or Parcel should record a Declaration of Condominium and submit said Lot, Tract or Parcel to Condominium ownership, and if any provision of said Declaration of Condominium should be in conflict herewith, it is the intent of DECLARANT that the provisions of this Declaration of Restrictions shall prevail. If there be no conflict between these instruments, it is DECLARANT'S intention that both instruments shall pertain to and govern the development, use and occupancy of any improvements constructed on any Lot, Tract or Parcel.

4.8 Right of DECLARANT To Modify, Amend or Rescind. DECLARANT does herein reserve the right to modify, amend or rescind this document at any future time. However, no modification, amendment or rescision of this document shall in any way affect the rights of any owner of any part, parcel or

tract contained within the Land who had acquired title to his real property prior to the date of said modification, amendment or recision without first obtaining said owner's written consent to the modification, amendment or recision.

4.9 Execution by DECLARANT; Limitation of Liability. CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, under Land Trust Number 5154-1, executes this Declaration of Restrictions, as Trustee, and by doing so, assumes no personal obligation or responsibility hereunder except only so far as the Trust Property (a portion of which is the land) shall be applicable to the payment and discharge thereof.

IN WITNESS WHEREOF, CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, a National Banking Corporation, under Land Trust Number 5154-1, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 26TH day of FEBRUARY, 1974.



DECLARANT

CORPORATE SEAL

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

B. B. Blum
Witness

BY: [Signature]
VICE PRESIDENT & TRUST OFFICER

[Signature]
Witness

ATTEST: [Signature]
TRUST OFFICER

STATE OF FLORIDA)
COUNTY OF DADE) SS.

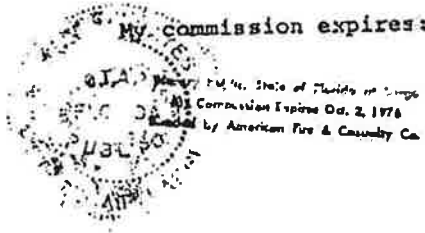
I HEREBY CERTIFY that on this day personally appeared

[Signature] and [Signature]
Vice President and Trust Officer and ~~Assistant~~ 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 of Restrictions as such officers and they severally acknowledged before me that the execution thereof was 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 26TH day of FEBRUARY, 1974

[Signature]
Notary Public, State of Florida

My commission expires:



RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. E. KAITH
COUNTY ADMINISTRATOR

OFF. REC. 6123 PAGE 33

75-163835

AMENDMENT TO DECLARATION OF RESTRICTIONS

WHEREAS, City National Bank of Miami, as Trustee, under Land Trust #5154-1 (Declarant) did execute under date of February 26, 1975 that certain Declaration of Restrictions appearing among the Public Records of Broward County, Florida in O. R. Book 6123 at Page 26; and,

WHEREAS, it appears that through Scrivener's error the legal description of the property as contained in Paragraph 1.1 of Article I of the said Declaration of Restrictions to which the Declaration of Restrictions applies was incorrectly described; and,

WHEREAS, said error was Scrivener's error as evidenced by the Affidavit attached hereto and made a part hereof.

NOW, THEREFORE, Declarant does by these presents now declare and publish this Amendment to Declaration of Restrictions for the purpose of correcting said legal description.

1. Paragraph 1.1 entitled "Legal Description" is amended to read as follows:

1.1 Legal Description. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration of Restrictions is described below and shall hereinafter be referred to as the "Land":

The entirety of BONAVENTURE, according to the Plat thereof recorded in Plat Book 82 at Page 43 of the Public Records of Broward County, Florida, less Tracts 31, 52, 53, 54, 55, 56, 57, 58, 59 and 62 thereof.

DECLARANT may from time to time bring other land under the provisions hereof by recorded Supplemental Declaration.

2. CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, under Land Trust Number 5154-1, executes this Amendment to Declaration of Restrictions, as Trustee, and by doing so, assumes no personal obligation or responsibility hereunder except only so far as the Trust Property (a portion of which is the Land) shall be applicable to the payment and discharge thereof.

IN WITNESS WHEREOF, CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, a National Banking Corporation, under Land Trust Number 5154-1, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this

75 SEP 9 PM 2:31

REC. 6328 PAGE 685

*This instrument prepared by
Robert Shapiro, FLS*

5 day of September, 1975.

DECLARANT

CORPORATE SEAL

CITY NATIONAL BANK OF MIAMI, AS TRUSTEE,
a National Banking Corporation, under Land Trust
Number 5154-1

Witness [Signature]
Witness [Signature]
STATE OF FLORIDA)
COUNTY OF DADE) SS:

BY: [Signature]
VICE PRESIDENT & TRUST OFFICER

ATTEST: [Signature]
TRUST OFFICER

I HEREBY CERTIFY that on this day personally appeared WILFRED J. KORN
and BILLY A. KLEINER, Vice President and Trust Officer and ~~Assistant~~ 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
Amendment to Declaration of Restrictions as such officers and they severally acknowledged before
me that the execution thereof was 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 5 day
of September, 1975.

[Signature]
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission expires Feb. 17 1976.

Return ASSOCIATED TITLE INSURANCE AGENCIES, INC.
CITY BANK BUILDING
4200 NORTHWEST 16th STREET
LAUDERHILL, FLORIDA 33013

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
PETER A. KORN
COUNTY ADMINISTRATOR

REC. 6328 PAGE 686

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

75-195090

WHEREAS, City National Bank of Miami as Trustee under Land Trust No. 5154-1 ("DECLARANT") did execute under date of February 26, 1975 that certain Declaration of Restrictions appearing among the Public Records of Broward County, Florida in O.R. Book 6123 at Page 26; and

WHEREAS, DECLARANT did amend said Declaration of Restrictions to correct a Scrivener's error, which Amendment was recorded amongst the Public Records of Broward County, in O.R. Book 6328 at Page 684; and

WHEREAS, DECLARANT wishes to further amend the Declaration of Restrictions to provide for the subdivision of lots by the recording of a plat.

NOW, THEREFORE, DECLARANT does by these presents now declare and publish this Second Amendment to Declaration of Restrictions for the purposes aforesaid.

1. Paragraph 2.2 entitled "Subdivision of Lots" is amended to read as follows:

2.2 Subdivision of Lots. None of the lots, tracts or parcels contained within the Land shall at any time be divided except as same may be divided by the recording of a plat or a Declaration of Condominium or to accommodate the needs of a Condominium, cooperative or townhouse housing project. (The words "Lots", "Tracts" or "Parcels", as hereinafter used, shall also include Condominium and cooperative housing units, townhouses, apartment house dwellings or single-family homes constructed upon the Land.)

2. City National Bank of Miami as Trustee, a national banking corporation, under Land Trust No. 5154-1, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 24th day of October, 1975.

DECLARANT

CITY NATIONAL BANK OF MIAMI as Trustee, a national banking corporation, under Land Trust No. 5154-1

BY:

ATTEST:

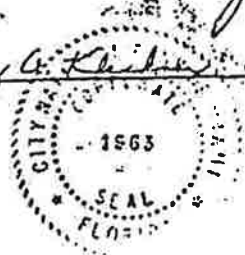
(CORPORATE SEAL)

Ray Patterson
Witness

Cynthia Betford
Witness

Frank G. Bugansky

Betty G. Kishner



ASSOCIATED TITLE INSURANCE AGENCIES, INC.
CITY BANK BUILDING
4200 NORTHWEST 16th STREET
LAUDERHILL, FLORIDA 33313

Return to:

This instrument prepared by:
Bruce B. Litwer, Esq.
200 Country Club Rd.
Pt. Lauderdale, Fl. 33326

75 OCT 27 AM 10:20

MI 6377 PG343


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D.


STATE OF FLORIDA))
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared

FRANK G. BRIGANCE, JR. and BETTY A. KLECKNER,
Vice President and Trust Officer and Trust Officer, respectively,
of CITY NATIONAL BANK OF MIAMI, a national banking corporation,
as Trustee under Land Trust No. 5154-1, to me known to be the
persons who signed the foregoing Second Amendment to Declaration
of Restrictions as such officers and they severally acknowledged
before me that the execution thereof was 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 24th day of October, 1975.


Notary Public



My commission expires:

Notary Public, State of Florida at large
My commission expires Feb. 17, 1976.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
ACTING COUNTY ADMINISTRATOR

THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS

75-175852

WHEREAS, City National Bank of Miami as Trustee under Land Trust No. 5154-1 ("DECLARANT") did execute under date of February 26, 1975 that certain Declaration of Restrictions appearing among the Public Records of Broward County, Florida in Official Records Book 6123 at Page 26; and

WHEREAS, DECLARANT did amend said Declaration of Restrictions to correct a Scrivener's error, which Amendment was recorded amongst the Public Records of Broward County, Florida, in Official Records Book 6328 at Page 684; and

WHEREAS, DECLARANT did thereafter amend the Declaration of Restrictions to provide for the subdivision of lots by the recording of a plat, which Amendment was recorded amongst the Public Records of Broward County, Florida, in Official Records Book 6177 at Page 343; and

WHEREAS, DECLARANT wishes to further amend the Declaration of Restrictions to correct the legal description of the property which is subject to the Declaration of Restrictions.

NOW, THEREFORE, DECLARANT does by these presents now declare and publish this Third Amendment to Declaration of Restrictions for the purposes aforesaid.

1. Paragraph 1.1 entitled "Legal Description" is amended to read as follows:

1.1 Legal Description. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration of Restrictions is described below and shall hereinafter be referred to as the "Land":

The entirety of BONAVENTURE, according to the plat thereof as recorded in Plat Book 82 at Page 43 of the Public Records of Broward County, Florida, less Tracts 31, 53, 54, 55, 56, 57, 58, 59 and 62 thereof.

DECLARANT may from time to time bring other land under the provisions hereof by recorded Supplemental Declaration.

2. City National Bank of Miami as Trustee, a national banking corporation, under Land Trust No. 5154-1, has caused these presents to be signed in its name by its proper officers and its

This instrument prepared by:
Bruce B. Litwer, Esq.
200 Country Club Road
Ft. Lauderdale, Fla. 33328

Return to:

75 SEP 16 PM 2:42

REC-6725 part 616

corporatu seal to be affixed this 14TH day of September, 1976.

DECLARANT

CITY NATIONAL BANK OF MIAMI as
Trustee, a national banking
corporation, under Land Trust
No. 5154-1

Signed, sealed and delivered
in the presence of:

Jebbie Holt

George Menendez

By: Clifford L. Horn
VICE PRESIDENT & TRUST OFFICER

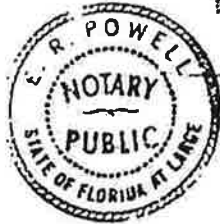
Attest: S. J. Cheaney
ASSISTANT TRUST OFFICER



STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared
CLIFFORD L. HORN and S. J. CHEANEY
as VICE PRESIDENT & TRUST OFFICER and ASSISTANT TRUST OFFICER
respectively, of CITY NATIONAL BANK OF MIAMI, a national banking
corporation, as trustee under Land Trust No. 5154-1, to me known
to be the persons who signed the foregoing Third Amendment to
Declaration of Restrictions as such officers, and they severally
acknowledge before me that the execution thereof was 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 14TH day of September, 1976.



E. R. Powell
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My commission expires Feb. 17, 1980.

RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA
ON SEPTEMBER 17, 1976
L. A. HARRIS
COUNTY CLERK

OFF: 6725 page 617

77-259128

FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS

WHEREAS, CITY NATIONAL BANK OF MIAMI, as Trustee, under Land Trust No. 5154-1 ("Declarant") did execute under date of February 26, 1975, that certain Declaration of Restrictions appearing among the Public Records of Broward County, Florida, in Official Records Book 6123, at Page 26, and did amend said Declaration of Restrictions three times with Amendments which are recorded in Official Records Book 6128, Page 685, 6377, Page 343, and 6725, Page 616, respectively; and

WHEREAS, the property affected by the above described Restrictions is now commonly known as BONAVENTURE; and

WHEREAS, it is anticipated that BONAVENTURE will ultimately contain Condominium units, rental units, townhouses, estate homesites, commercial facilities and recreational amenities as well as single family lots with residences; and

WHEREAS, it is intended, although by this Declaration no obligation to fully complete or provide any of the following is undertaken, that there will be a central security station located on the premises from which security guards will periodically patrol the public rights-of-way within the property, and that an internal transportation system through BONAVENTURE will be provided for the benefit of the residents therein. In addition, the Developer wishes to provide for maintenance of certain of the properties within BONAVENTURE, the use of which will be for all residents of BONAVENTURE, such as the entranceway which includes the fountain area and the berm behind it, lighting of the boulevards, and for maintenance of the grass, trees and shrubs within the public rights-of-way; and

WHEREAS, to provide these services, the developers of BONAVENTURE have entered into an Agreement with KEEP BONAVENTURE BEAUTIFUL CORP, a Florida corporation, which corporation has agreed to provide these services and amenities for a fee of \$8.00 per month for each residential unit constructed within the property known as BONAVENTURE; and

WHEREAS, Declarant wishes to further amend the Declaration of Restrictions in order to subject all of the property described in the Declaration of Restrictions as heretofore amended to the terms, covenants and conditions of that certain Agreement dated July 1, 1974, by and between BONAVENTURE ASSOCIATES ("Associates") and KEEP BONAVENTURE BEAUTIFUL CORP., a Florida corporation

Prepared by:
LAW OFFICES MEYER, WEISS, ROSE, ANKIN, SHEPARD & BROCKETT, P.A.
FINANCIAL FEDERAL BUILDING, MIAMI BEACH, FLORIDA 33138

77 NOV 17 PM 12:42

OFF REC 7293 PAGE 952

ASSOCIATED TITLE INSURANCE AGENCIES, INC.
CITY BANK BUILDING
4200 NORTHWEST 16th STREET
LAUDERHILL, FLORIDA 33313

Return to →

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("KBBC"), and to provide for the enforcement of said terms, covenants and conditions;

NOW, THEREFORE, Declarant does by these presents now declare and publish this Fourth Amendment to Declaration of Restrictions for the purposes aforesaid.

1. The following Article is added to and made a part of the Declaration of Restrictions described above as amended:

ARTICLE V

KEEP BONAVENTURE BEAUTIFUL CORP. AGREEMENT

5.1 Agreement. The terms and conditions of that certain Agreement dated July 1, 1974 by and between Associates and KBBC are, and they shall be, a covenant running with the land, binding upon all present and future Owners of all lots, tracts or parcels described above, and each such Owner at such time as title to his lot, tract or parcel is vested in him shall be liable for all payments pertaining to his lot, tract or parcel as set forth in the Agreement between Associates and KBBC.

5.2 Payment of Monthly Fees by Owner: Lien of KBBC. Each Owner of a lot, tract or parcel shall pay the monthly fee of Eight and no/100 Dollars (\$8.00) to KBBC on the first day of each calendar month from and after the date on which such Owner acquires title to his lot, tract or parcel. To secure such payment, KBBC shall have a lien upon the respective lot, tract or parcel enforceable as herein provided. If payment to KBBC is not made within fifteen (15) days from the date such payment is due, KBBC shall be entitled to file a claim of lien among the Public Records of Broward County, Florida. Said lien shall state the amount of the payment which is then due and shall contain a description of the real property for which payment has not been made. The lien herein provided shall date from the date that the payment is due but shall not be binding until said lien is recorded against creditors or subsequent purchasers for valuable consideration without notice. The lien herein provided shall be due and payable forthwith and if not paid, said lien may be enforced by foreclosure in the same manner as mortgages. The amount due and secured by said lien shall bear interest at ten (10%) per cent per annum from the date it

OFF. 7293 PAGE 053

is due and in any action to collect the monies due or to foreclose the lien, KBBC shall be entitled to recover costs and reasonable attorneys' fees."

CITY NATIONAL BANK OF MIAMI, as Trustee, a national banking corporation, under Land Trust No. 5154-1 has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 26th day of October, 1977.

Signed, sealed and delivered in the presence of:

Myrtle E. Cagiano
[Signature]

CITY NATIONAL BANK OF MIAMI, as Trustee, a national banking corporation, under Land Trust No. 5154-1:



By: *[Signature]*
SENIOR VICE PRESIDENT & TRUST OFFICER

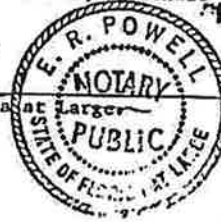
Attest: *Betty A. Kleckner*
TRUST OFFICER

"Declarant"

STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this 26th day of October, 1977, by CLIFFORD L. HORN and BETTY A. KLECKNER as SENIOR VICE PRESIDENT & TRUST OFFICER and TRUST OFFICER of CITY NATIONAL BANK OF MIAMI, as Trustee, a national banking corporation, for Land Trust No. 5154-1, on behalf of said corporation.

[Signature]
Notary Public, State of Florida



My commission expires: Notary Public, State of Florida at large
My commission expires Feb. 17, 1980.

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

OFF 7293 page 954

FIFTH AMENDMENT TO DECLARATION OF RESTRICTIONS

78-176947

WHEREAS, CITY NATIONAL BANK OF MIAMI, as Trustee, under Land Trust No. 5154-1 ("DECLARANT") did execute under date of February 26, 1975, that certain Declaration of Restrictions appearing among the Public Records of Broward County, Florida, in Official Records Book 6123, at Page 26, and did amend said Declaration of Restrictions four times with Amendments which are recorded in Official Records Book 6328, Page 685; 6377, Page 343; 6725, Page 616; and 7293, Page 952; respectively; and

WHEREAS, the property affected by the above described Restrictions is now commonly known as BONAVENTURE; and

WHEREAS, said Declaration of Restrictions prohibits certain activity without the prior written approval of the DECLARANT, and imposes certain standards for development of the land and procedures for enforcement of violations of such standards; and

WHEREAS, the DECLARANT wishes to nominate and appoint an architectural control committee to assume the duties and responsibilities of the DECLARANT with respect to the granting or denial of such approvals, and the enforcement of such standards;

NOW, THEREFORE, DECLARANT does by these presents now declare and publish this Fifth Amendment to Declaration of Restrictions for the purpose aforesaid;

1. There is hereby created an architectural control committee and said architectural control committee is hereby vested with the duties and responsibilities of DECLARANT with respect to the granting or denying of approvals required pursuant to Paragraphs 2.14, 2.17, 2.19 and 2.20 of the said Declaration of Restrictions, and the duties, responsibilities, rights, privileges and obligations of the DECLARANT pursuant to Paragraphs 2.21, 2.22 and 2.23 thereof, and to the rights, privileges and obligations of the DECLARANT pursuant to Paragraphs 4.1, 4.3, 4.5 and 4.6 of the said Declaration of Restrictions.

2. DECLARANT does hereby nominate, constitute and appoint Herbert Sadkin, Sheldon Kay and W. Phil McConaghey to serve as members of the architectural control committee. DECLARANT reserves the right to change the persons serving on such committee by filing an instrument among the Public Records of Broward County indicating such change. The written determination, approval, waiver or notice signed by any one of the persons serving on the architectural control committee shall be sufficient to evidence the determination, waiver and/or approval of the committee and shall bind the committee and the DECLARANT.

THIS INSTRUMENT PREPARED BY:
PHYLLIS SHAMPANIER, ATTORNEY AT LAW
Meyer, Weiss, Rose, Ardn,
Sheppard & Shockett, P.A.
407 Lincoln Road
Miami Beach, Florida 33139

RETURN TO:
BRUCE B. LITWER, ESQ.
200 Country Club Road
Fort Lauderdale, Fla. 33326

78 JUL 12 PM 4:29

REF: 7662 PAGE 759



THE CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, under Land Trust No. 5154-1 executes this Fifth Amendment to the Declaration of Restrictions, 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, THE CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, a national banking corporation, under Land Trust No. 5154-1, has caused these presents to be signed in its name and by its proper officers and its corporate seal to be affixed this 28th day of June, 1978.

WITNESSED:

Bertha O. Davis
[Signature]

DECLARANT

THE CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, a national banking corporation under Land Trust No. 5154-1

By: [Signature]
SENIOR VICE PRESIDENT & TRUST OFFICER

Attest: [Signature]
VICE PRESIDENT & TRUST OFFICER



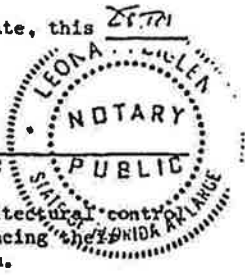
STATE OF FLORIDA)
COUNTY OF DADE) SS:

I HEREBY CERTIFY that on this day personally appeared CLIFFORD C. HORN and [Signature], respectively SENIOR VICE PRESIDENT & TRUST OFFICER and VICE PRESIDENT & TRUST OFFICER of CITY NATIONAL BANK OF MIAMI, a national banking corporation, AS TRUSTEE, under Land Trust No. 5154-1, to me known to be the persons who signed the foregoing Declaration of Restrictions as such officers, and they severally acknowledged before me that the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, said County and State, this 28th day of June, 1978.

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 16 1980

[Signature]
NOTARY PUBLIC



The undersigned, having been named as the members of the above architectural control committee do hereby execute this Amendment for the purpose of evidencing acceptance of the duties and responsibilities hereby granted to them.

[Signature]
HERBERT SADKIN

[Signature]
SHELDON KAY

[Signature]
W. PHIL MCCONAGHEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME by Herbert Sadkin, Sheldon Kay and W. Phil McConaghey, this 28th day of June, 1978.

My Commission Expires:

[Signature]
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 16 1981
BONDED THRU GENERAL INS. UNDERWRITERS

REF: 7662 PAGE 760

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

SIXTH AMENDMENT TO DECLARATION OF RESTRICTIONS

73- 91237

WHEREAS, CITY NATIONAL BANK OF MIAMI as Trustee, under Land Trust No. 5154-1 ("DECLARANT") did execute under date of February 26, 1975, that certain Declaration of Restrictions appearing among the Public Records of Broward County, Florida, in Official Records Book 6123, Page 26, and did amend said Declaration of Restrictions five times with Amendments which are recorded in Official Records Book 6328, Page 685; Official Records Book 6377, Page 343; Official Records Book 6725, Page 616; Official Records Book 7293, Page 952; and Official Records Book 7662, Page 759, respectively; and

WHEREAS, the property affected by the above described Restrictions is now commonly known as BONAVENTURE; and

WHEREAS, the Declaration of Restrictions provides for a manner by which lots, tracts and parcels may be divided and subdivided; and

WHEREAS, DECLARANT wishes to further amend the Declaration of Restrictions to provide for additional methods for the subdivision of lots.

NOW, THEREFORE, DECLARANT does by these presents declare and publish this Sixth Amendment to Declaration of Restrictions for the purposes aforesaid.

1. Paragraph 2.2 entitled "Subdivision of Lots" is amended to read as follows:

2.2 Subdivision of Lots. None of the lots, tracts or parcels contained within the Land shall at any time be divided except as same may be divided by the recording of a plat or a Declaration of Condominium or to accommodate the needs of a Condominium, cooperative or townhouse housing project, except that lots within the plat of BONAVENTURE LAKES 2ND ADDITION, which plat was recorded in Plat Book 91, Page 32 of the Public Records of Broward County, Florida, may be subdivided by replatting thereof or by obtaining from governmental authorities having jurisdiction, variances from the Broward County Code of Ordinances which would permit the construction of single family cluster housing; and provided further that in the event that such lots are subdivided based on such variances, that the written approval of the Architectural Control Committee must be obtained. (The words, "lots", "tracts" or "parcels", as hereinafter used, shall also include Condominium and cooperative housing units, townhouses, apartment house dwellings or single family homes constructed upon the Land.)

This instrument prepared by:

Bruce B. Litwer, Esq.
200 Country Club Road
Fort Lauderdale, Florida 33326

73 MAR 23 PM 3:41

OFF R114 MAR 119

2. City National Bank of Miami as Trustee, a national banking corporation, under Land Trust No. 5154-1. has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 16th day of March, 1979.



Witness

Witness

DECLARANT

CITY NATIONAL BANK OF MIAMI, as Trustee, a national banking corporation, under Land Trust No. 5154-1

By: [Signature]
 SENIOR VICE PRESIDENT & TRUST OFFICER

Attest: [Signature]
 CORPORATE TRUST OFFICER

STATE OF FLORIDA)
) SS:
 COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared CLIFFORD L. HORN and DAVID BUZINEGO,
SENIOR VICE PRESIDENT & TRUST OFFICER and CORPORATE TRUST OFFICER,
 as TRUST OFFICER respectively, of CITY NATIONAL BANK OF MIAMI, a national banking corporation, as Trustee under Land Trust No. 5154-1, to me known to be the persons who signed the foregoing Sixth Amendment to Declaration of Restrictions as such officers, and they severally acknowledged before me that the execution thereof was 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 16th day of March, 1979.

[Signature]
 Notary Public



My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LAW
 MY COMMISSION EXPIRES APR. 11 1985
 BONDED TEN THOUSAND DOLLARS UNDERWRITTEN

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

REF 8114 PAGE 120

79-202316

SEVENTH AMENDMENT TO DECLARATION OF RESTRICTIONS

WHEREAS, CITY NATIONAL BANK OF MIAMI, as Trustee, under Land Trust No. 5154-1 ("DECLARANT") did execute under date of February 26, 1975, that certain Declaration of Restrictions appearing among the Public Records of Broward County, Florida, in Official Records Book 6123, at Page 26, and did amend said Declaration of Restrictions six times with Amendments which are recorded in Official Records Book 6328, Page 685; 6377, Page 343; 6725, Page 616; 7293, Page 952; 7662, Page 759; and 8114, Page 119, respectively; and

June 5 1 51 PM '73

WHEREAS, the property affected by the above described Restrictions is now commonly known as BONAVENTURE; and

WHEREAS, said Fourth Amendment to the Declaration of Restrictions, dated October 26, 1977 and recorded November 17, 1977, in Official Records Book 7293, Page 952, in Article V, Section 5.2, provided for the payment of certain monthly fees by the owners to "KEEP BONAVENTURE BEAUTIFUL CORP.", a Florida corporation (hereinafter "KBBC"), and further provided that said KBBC shall be entitled to a lien upon the respective lots, tracts or parcels in the event of non-payment of the monthly fees therein provided for; and

WHEREAS, it was the intent of the DECLARANT and KBBC that said lien rights should be subordinate to institutional financing.

NOW, THEREFORE, DECLARANT does by these presents declare and publish this Seventh Amendment to Declaration of Restrictions, joined by KBBC, for the purposes aforesaid.

1. The Declaration of Restrictions, as amended, is hereby further amended as follows:

The lien of KBBC as provided for in par. 5.2 of the Fourth Amendment shall be subordinate and inferior to the lien of any bona fide mortgage encumbering any of the Land provided that such mortgage is held by a recognized institutional lender such as

RECEIVED
JUN 5 1973
8307 REC 457

Prepared by and Return to
Stanley E. Isaac
17071 West Dixie Highway
North Miami Beach, Fla. 33160
YOUNG, STERN & TANNENBAUM, P.A.

a bank, savings and loan association, insurance company, real estate investment trust or the loan correspondent for any of the foregoing. KBBC hereby subordinates any lien created hereby to the lien of such institutional lender. Where the institutional lender or other purchaser (other than an Owner who has failed to properly maintain the landscaping or exterior of any structure) of any part of the Land, attains title as a result of a foreclosure of the institutional mortgage or where the institutional lender accepts a deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the advances made by KBBC which are chargeable to the former Owner and which became due prior to the acquisition of title as a result of foreclosure or the acceptance of a deed in lieu of foreclosure. Any institutional lender becoming an Owner of an improved or unimproved Lot, Tract or Parcel by reason of foreclosure of its mortgage or by accepting a deed in lieu thereof, shall be excused from the payment of those monies advanced by KBBC pursuant to the terms and for the reasons expressed in this Article. However, such institutional lender shall, after its acquisition of title, be required to abide by all of the terms and conditions of this Declaration.

THE CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, under Land Trust No. 5154-1 executes this Seventh Amendment to Declaration of Restrictions, as Trustee, and by doing so, assumes no personal obligation or responsibility hereunder except only so far as the Trust party shall be applicable to the payment and discharge thereof.

IN WITNESS WHEREOF, THE CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, a national banking corporation, under Land Trust No. 5154-1, and KEEP BONAVENTURE BEAUTIFUL CORP., a Florida corporation, have

caused these presents to be signed in its name and by its proper officers and its corporate seals to be affixed this 26th day of June, 1979.

WITNESSED:

B. B. Shul
Anna Lopez

DECLARANT:

THE CITY NATIONAL BANK OF MIAMI,
AS TRUSTEE, a national banking
corporation under Land Trust
No. 5154-1

By: [Signature]
SENIOR VICE PRESIDENT &
TRUST OFFICER

Attest: David Buznego
CORPORATE TRUST OFFICER



Jeanne M. Fusillo
Gail R. White

KEEP BONAVENTURE BEAUTIFUL CORP.
a Florida corporation

By: Sheldon Kay

Attest: B. B. Shul



STATE OF FLORIDA)
COUNTY OF DADE) SS:

I HEREBY CERTIFY that on this day personally appeared
FORD L. MORN and DAVID BUZNEGO
respectively, SENIOR VICE PRESIDENT & TRUST OFFICER and CORPORATE TRUST OFFICER
of CITY NATIONAL BANK OF MIAMI, a national banking corporation, as
TRUSTEE, under Land Trust No. 5154-1, to me known to be the persons
who signed the foregoing instrument as such officers,
and they severally acknowledged before me that the execution thereof
was their free act and deed as such officers, for the uses and
purposes therein mentioned, and that they affixed thereto the official
seal of said corporation, and that the said instrument is the act and
deed of said corporation.

WITNESS my hand and official seal at Miami, said County and
State, this 26th day of June, 1979

My Commission Expires:

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

Joyce W. Tucci
Notary Public




REF 8307 PAGE 159

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

I HEREBY CERTIFY that on this day personally appeared
SHELDON KAY and BRUCE B. LITWER
respectively, President and Secretary,
of KEEP BONAVENTURE BEAUTIFUL CORP., a Florida corporation, to me
known to be the persons who signed the foregoing
instrument as such officers, and they severally acknowledged
before me that they executed the same as their free act and deed
as such officers, for the uses and purposes therein mentioned,
and that they affixed thereto the official seal of said corpora-
tion, and that the said instrument is the act and deed of said
corporation.

WITNESS my hand and official seal at said County and State
this 26th day of June, 1979.

Deane M. Durdin
Notary Public



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 14, 1981
E. HOLD THRU GENERAL INS. UNDERWRITERS

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

RE 8307 PAGE 460

EIGHTH AMENDMENT TO DECLARATION OF RESTRICTIONS

82- 67715

WHEREAS, CITY NATIONAL BANK OF MIAMI, as Trustee under Land Trust No. 5154-1 ("DECLARANT") did execute under date of February 26, 1975, that certain Declaration of Restrictions appearing amongst the Public Records of Broward County, Florida in Official Records Book 6123 at Page 26, and did amend said Declaration of Restrictions seven times with Amendments which are recorded in Official Records Book 6328, Page 685; 6377, Page 343; 6725, Page 616; 7293, Page 952; 7662, Page 759; 8114, Page 119; and 8307, Page 457, respectively; and

WHEREAS, the Fourth Amendment to Declaration of Restrictions, among other things, did impose upon each owner of a lot, tract or parcel, the obligation to pay the monthly fee of eight and 00/100 (\$8.00) dollars to Keep Bonaventure Beautiful Corp.; and

WHEREAS, the imposition of such obligation was based on an Agreement dated as of July 1, 1974 between Bonaventure Associates and Keep Bonaventure Beautiful Corp. (the "Agreement"); and

WHEREAS, the parties amended the Agreement by an instrument entitled "First Amendment to Agreement dated as of July 1, 1974", which Amendment provides that Keep Bonaventure Beautiful Corp. will continue to provide the services to be performed by it (as set forth in the Fourth Amendment to Declaration of Restrictions) for the monthly sum of eight and 00/100 (\$8.00) dollars for each residential unit constructed on the property described on Exhibit B attached hereto, and will provide those services with respect to each residential unit constructed on property described on Exhibit A attached hereto for the monthly fee hereinafter set forth.

NOW, THEREFORE, DECLARANT does by these presents now declare and publish this Eighth Amendment to Declaration of Restrictions for the purposes aforesaid.

1. Article V to the Declaration of Restrictions, as amended, is hereby amended, so that all references in Paragraph 5.1

THIS INSTRUMENT PREPARED BY: _____

BRUCE B. LITNER, ESQ.

82 MAR 15 PM 4:28

REF 10080 PAGE 907

to the "Agreement dated July 1, 1974 by and between Associates and KBBC" shall be deemed to be references to the Agreement dated July 1, 1974 by and between Associates and KBBC, as amended by First Amendment to Agreement dated as of July 1, 1974 dated December 9, 1981.

2. Paragraph 5.2 is amended by deleting the first sentence, and inserting in lieu and instead thereof the following:

Each Owner of a lot, tract or parcel described on Exhibit B shall pay the monthly fee of Eight and 00/100 Dollars (\$8.00) to KBBC on the first day of each calendar month from and after the date on which such Owner acquires title to his lot, tract or parcel.

Each Owner of a lot, tract or parcel described on Exhibit A shall pay the following sums:

Twelve and 00/100 Dollars (\$12.00) per month during the year 1982;
Thirteen and 00/100 Dollars (\$13.00) per month during the year 1983;
Fourteen and 00/100 Dollars (\$14.00) per month during the year 1984;
Fifteen and 00/100 Dollars (\$15.00) per month during the year 1985;
Sixteen and 00/100 Dollars (\$16.00) per month during the year 1986;
Seventeen and 00/100 Dollars (\$17.00) per month during the year 1987; and each subsequent year;

such sums to be payable on the first day of each calendar month from and after the date on which such Owner acquires title to his lot, tract or parcel.

CITY NATIONAL BANK OF MIAMI AS TRUSTEE, a national banking corporation, under Land Trust No. 5154-1, has caused these presents to be executed in its name by its proper officers and its corporate seal to be affixed this 1st day of March, 1982.

"DECLARANT"

CITY NATIONAL BANK OF MIAMI as Trustee, a national banking corporation, under Land Trust No. 5154-1

Signed, sealed and delivered in the presence of:


Maria Duarte
Jose W. Luna
Richard Bergall
VICE PRESIDENT & TRUST OFFICER
CORPORATE TRUST OFFICER
CITY NATIONAL BANK OF MIAMI
CORPORATE SEAL
1983 est.
FLORIDA

REF 10080 PAGE 908

STATE OF FLORIDA)
 :SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me personally
appeared BO KLECHNER and DAVID BUZNEGO ,
as VICE PRESIDENT & TRUST OFFICER and CORPORATE TRUST OFFICER ,
respectively of CITY NATIONAL BANK OF MIAMI, a national banking
corporation, as Trustee under Land Trust No. 5154-1, to me known
to be the persons who signed the foregoing Eighth Amendment to
Declaration of Restrictions as such officers, and they severally
acknowledged before me that the execution thereof was 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 1st day of March , 1982.

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

REC 10080 PMS 809

EXHIBIT "A"

Tracts 1, 3, 10A, 13, 16, 19, 22, 23, 24, 25, 26, 28, 30, 33, 39 and 64; Lots 4, 5, 6, 8, 10 and 13 through 32, Block 1; Lots 1, 2, 3, 9 and 10, Block 2; Lots 1, 2, 3 and 6, Block 4; Lot 5, Block 5; and Lot 1, Block 6 of BONAVENTURE, according to the plat thereof as recorded in Plat Book 82, Page 43 of the Public Records of Broward County, Florida; all lots in Blocks 1, 2, 3, 4, 5 and 6; Lots 1 through 14, Block 13; Lots 16 through 27, Block 14; all lots in Block 15; Lots 1 and 14 through 48, Block 16; and all lots in Blocks 17 and 18, BONAVENTURE LAKES 2nd ADDITION, according to the plat thereof as recorded in Plat Book 91, Page 32 of the Public Records of Broward County, Florida.

REC 10080 PAGE 910

EXHIBIT "B"

Tracts 2, 4, 5, 6, 7, 8, 9A, 9B, 10B, 11, 12, 14, 17, 20, 21, 32, 37, 38, 40 and 41; Lots 1, 2, 3, 7, 9, 11, 12, 33, 34, 35 and 36, Block 1; Lots 4, 5, 6, 7 and 8, Block 2; Lots 1, 2, 3 and 4, Block 3; Lots 4 and 5, Block 4; Lots 1, 2, 3, 4 and 6, Block 5 of BONAVENTURE, according to the plat thereof as recorded in Plat Book 82, Page 43 of the Public Records of Broward County, Florida;

Tract 27 of BONAVENTURE, also known as BONAVENTURE LAKES 3rd ADDITION, according to the plat thereof as recorded in Plat Book 99, Page 11 of the Public Records of Broward County, Florida;

Tracts 43, 44 and 46 of BONAVENTURE, also known as BONAVENTURE LAKES 1st ADDITION, according to the plat thereof as recorded in Plat Book 93, Page 49 of the Public Records of Broward County, Florida;

Tracts 48, 49 and 50 of BONAVENTURE, also known as BONAVENTURE LAKES, according to the plat thereof as recorded in Plat Book 87, Page 26 of the Public Records of Broward County, Florida;

All lots in Blocks 7, 8, 9, 10, 11, 12; Lots 15 through 28, Block 13; Lots 1 through 15 and 28 through 36, Block 14; Lots 2 through 13, Block 16, BONAVENTURE LAKES 2nd ADDITION, according to the plat thereof as recorded in Plat Book 91, Page 32 of the Public Records of Broward County, Florida.

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

REF 10080 PAGE 911

83-236250

THIS INSTRUMENT PREPARED BY:

BRUCE B. LITNER, ESQ.
200 Bonaventure Boulevard
Fort Lauderdale, FL 33326

NINTH AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS NINTH AMENDMENT TO DECLARATION OF RESTRICTIONS,
made this 6th day of July, 1983, by CITY NATIONAL BANK OF
MIAMI AS TRUSTEE UNDER LAND TRUST NO. 5154-1 ("DECLARANT").

WITNESSETH

WHEREAS, DECLARANT did execute under date of February 26,
1975, that certain Declaration of Restrictions appearing amongst
the Public Records of Broward County, Florida in Official Records
Book 6123 at Page 26 (the "Declaration of Restrictions"), and did
amend the Declaration of Restrictions eight times with Amendments
which are recorded in Official Records Book 6328, Page 685;
6377, Page 343; 6725, Page 616; 7293, Page 952; 7662, Page 759;
8114, Page 119; 8307, Page 457; and 10080, Page 907, respectively;
and

83 JUN 26 AM 9 54

WHEREAS, DECLARANT wishes to further amend the Declar-
ation of Restrictions to expand the purposes for which a portion
of the Land may be used.

NOW, THEREFORE, DECLARANT does by these presents now
declare and publish this Ninth Amendment to Declaration of
Restrictions for the purposes aforesaid.

1. Article II, Section 2.1 is hereby amended to read
as follows:

2.1 Land Use and Building Type. No portion of the Land
shall be used for any purpose other than for the construction
of Condominiums, single-family residences, townhouses, and multiple-
family dwelling units, except that Tract 12 may be used for the
operation and construction of a hotel facility, including those
appurtenant uses incidental thereto, including but not limited to
health spas, restaurants and conference center.

IN WITNESS WHEREOF, CITY NATIONAL BANK OF MIAMI, a
national banking corporation, AS TRUSTEE UNDER LAND TRUST NO.
5154-1, has caused these presents to be executed in its name by
its proper officers and its corporate seal to be affixed the day
and year first above written.

Signed, sealed and delivered
in the presence of:

David Buznego
R. K. Lechner

"DECLARANT"

CITY NATIONAL BANK OF MIAMI
TRUSTEE UNDER LAND TRUST NO. 5154-1
1983

By: [Signature]
VICE PRESIDENT AND TRUST OFFICER

Attest: [Signature]
ASSISTANT VICE PRESIDENT



REC 11021Pg 38

ASSOCIATED TITLE INSURANCE CO.
FOUNDAER OF FLORIDA
1141 NORTH CENTRAL AVENUE
MIAMI, FLORIDA 33132

Handwritten notes:
10/10/83
10/10/83

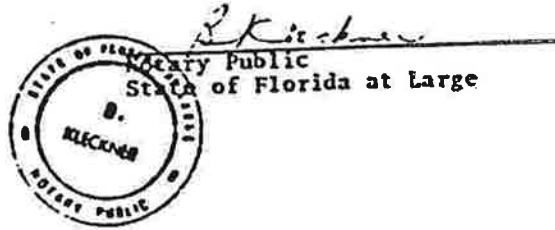
9/25

STATE OF FLORIDA)
 :SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me personally
appeared DAVID E. DANDO and IRVING J. LEURER
as ~~V.P. PRESIDENT AND TRUST OFFICER~~ and ASSISTANT VICE PRESIDENT
respectively of CITY NATIONAL BANK OF MIAMI, a national banking
corporation, as Trustee under Land Trust No. 5154-1, to me known
to be the persons who signed the foregoing Ninth Amendment to
Declaration of Restrictions as such officers, and they severally
acknowledged before me that the execution thereof was 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 6th day of July, 1983.

My commission expires:



NOTARY PUBLIC
STATE OF FLORIDA
F. T. JOHNSON
COUNTY OF DADE

REC 11021Pg 39

84-363492

THIS INSTRUMENT PREPARED BY:
BRUCE B. LITWER, ESQ.
200 Bonaventure Boulevard
Fort Lauderdale, FL 33326

TENTH AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS TENTH AMENDMENT TO DECLARATION OF RESTRICTIONS,
made this 16th day of October, 1984, by CITY NATIONAL BANK OF
MIAMI AS TRUSTEE UNDER LAND TRUST NO. 5154-1 ("DECLARANT").

WITNESSETH

WHEREAS, DECLARANT did execute under date of February 26,
1975, that certain Declaration of Restrictions appearing amongst
the Public Records of Broward County, Florida in Official Records
Book 6123 at Page 26 (the "Declaration of Restrictions"), and did
amend the Declaration of Restrictions nine times with Amendments
which are recorded in Official Records Book 6328, Page 685;
6377, Page 343; 6725, Page 616; 7293, Page 952; 7662, Page 759;
8114, Page 119; 8307, Page 457; 10080, Page 907; and 11021, Page
38, respectively; and

WHEREAS, there were two exhibits attached to the Eighth
Amendment to Declaration of Restrictions (the "Eighth Amendment")
and incorporated therein by reference, one of which was designated
as Exhibit A and the other designated as Exhibit B; and

WHEREAS, one of the tracts described on Exhibit B was
Tract 10B; and

WHEREAS, a portion of Tract 10B should have been included
in the description set forth on Exhibit A, and a portion of Tract
10B should have been included in the description set forth on
Exhibit B; and

WHEREAS, DECLARANT wishes to correct the error in the
legal descriptions of the exhibits, as more particularly hereinafter
set forth.

NOW, THEREFORE, DECLARANT does by these presents now
declare and publish this Tenth Amendment to Declaration of Restric-
tions for the purposes aforesaid.

1. Exhibit A attached to the Eighth Amendment is hereby
modified by adding thereto a portion of Tract 10B, more particularly
set forth on the revised Exhibit A attached hereto.

2. Exhibit B attached to the Eighth Amendment is hereby
revised by deleting reference to the entirety of Tract 10B and
inserting in lieu and instead thereof a portion of said tract, as

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REC 12079PG 288

25

more particularly set forth on the revised Exhibit B attached hereto.

3. Exhibits A and B attached hereto supersede the Exhibits A and B attached to the Eighth Amendment, and all references in the Eighth Amendment to Exhibits A and B shall be deemed to be references to the Exhibits A and B attached to this Tenth Amendment to Declaration of Restrictions.

4. Except as specifically modified herein, the Declaration of Restrictions, as amended, remains in full force and effect.

IN WITNESS WHEREOF, DECLARANT has caused these presents to be executed in its name by its proper officers and its corporate seal to be hereunto affixed the day and year first above written.

"DECLARANT"

Signed, sealed and delivered in the presence of:

CITY NATIONAL BANK OF MIAMI AS TRUSTEE UNDER LAND TRUST NO. 5154-1

Jay Nicolson
Beatrice Peters



[Signature]
VICE PRESIDENT & TRUST OFFICER
[Signature]
VICE PRESIDENT & TRUST OFFICER

STATE OF FLORIDA)
 :SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me personally appeared REYONG I. LEHRER and DAVID BUZNEGO as VICE PRESIDENT & TRUST OFFICER and VICE PRESIDENT & TRUST OFFICER respectively of CITY NATIONAL BANK OF MIAMI, a national banking corporation, as Trustee under Land Trust No. 5154-1, to me known to be the persons who signed the foregoing Tenth Amendment to Declaration of Restrictions as such officers, and they severally acknowledged before me that the execution thereof was 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 16th day of October, 1984.

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires Aug. 2 1986
Bonded Thru General Ins. Underwriters



REC 12079P6 289

EXHIBIT "A"

Tracts 1, 3, 10A, 13, 16, 19, 22, 23, 24, 25, 26, 28, 30, 33, 39 and 64; Lots 4, 5, 6, 8, 10 and 13 through 32, Block 1; Lots 1, 2, 3, 9 and 10, Block 2; Lots 1, 2, 3 and 6, Block 4; Lot 5, Block 5; and Lot 1, Block 6 of BONAVENTURE, according to the plat thereof as recorded in Plat Book 82, Page 43 of the Public Records of Broward County, Florida;

All lots in Blocks 1, 2, 3, 4, 5 and 6; Lots 1 through 14, Block 13; Lots 16 through 27, Block 14; all lots in Block 15; Lots 1 and 14 through 48, Block 16; and all lots in Blocks 17 and 18, BONAVENTURE LAKES 2nd ADDITION, according to the plat thereof as recorded in Plat Book 91, Page 32 of the Public Records of Broward County, Florida; and

A portion of Tract 10B of BONAVENTURE, according to the plat thereof as recorded in Plat Book 82, Page 43 of the Public Records of Broward County, Florida, being more particularly described on Exhibit "A-1" attached hereto and made a part hereof.

OFF 12079pg 290

EXHIBIT "B"

Tracts 2, 4, 5, 6, 7, 8, 9A, 9B, 11, 12, 14, 17, 20,
21, 32, 37, 38, 40 and 41; Lots 1, 2, 3, 7, 9, 11, 12, 33,
34, 35 and 36, Block 1; Lots 4, 5, 6, 7 and 8, Block 2; Lots
1, 2, 3 and 4, Block 3; Lots 4 and 5, Block 4; Lots 1, 2,
3, 4 and 6, Block 5 of BONAVENTURE, according to the plat
thereof as recorded in Plat Book 82, Page 43 of the Public
Records of Broward County, Florida;

Tract 27 of BONAVENTURE, also known as BONAVENTURE LAKES
3rd ADDITION, according to the plat thereof as recorded in
Plat Book 99, Page 11 of the Public Records of Broward
County, Flori ;

Tracts 43, 44 and 46 of BONAVENTURE, also known as
BONAVENTURE LAKES 1st ADDITION, according to the plat
thereof as recorded in Plat Book 93, Page 49 of the Public
Records of Broward County, Florida;

Tracts 48, 49 and 50 of BONAVENTURE, also known as BONAVENTURE
LAKES, according to the plat thereof as recorded in Plat Book
87, Page 26 of the Public Records of Broward County, Florida;

All lots in Blocks 7, 8, 9, 10, 11, 12; Lots 15 through 28,
Block 13; Lots 1 through 15 and 28 through 36, Block 14;
Lots 2 through 13, Block 16, BONAVENTURE LAKES 2nd ADDITION,
according to the plat thereof as recorded in Plat Book 91,
Page 32 of the Public Records of Broward County, Florida; and
A portion of Tract 10B of BONAVENTURE, according to the plat
thereof as recorded in Plat Book 82, Page 43 of the Public
Records of Broward County, Florida, being more particularly
described on Exhibit "B-1" attached hereto and made a part hereof.

REF 12079pg 292

ELEVENTH AMENDMENT TO DECLARATION OF RESTRICTIONS

85- 51504

THIS ELEVENTH AMENDMENT TO DECLARATION OF RESTRICTIONS,
made this 27 day of November, 1984; by CITY NATIONAL BANK OF
MIAMI AS TRUSTEE UNDER LAND TRUST NO. 5154-1 ("DECLARANT").

WITNESSETH

WHEREAS, DECLARANT did execute under date of February 26,
1975, that certain Declaration of Restrictions appearing amongst
the Public Records of Broward County, Florida in Official Records
Book 6123 at Page 26 (the "Declaration of Restrictions"), and did
amend the Declaration of Restrictions ten times with Amendments
which are recorded in Official Records Book 6328, Page 685;
6377, Page 343; 6725, Page 616; 7293, Page 952; 7662, Page 759;
8114, Page 119; 8307, Page 457; 10080, Page 907; 11021, Page 38;
and 12079, Page 288; respectively; and

WHEREAS, DECLARANT wishes to further amend the Declara-
tion of Restrictions to correct the legal description of the
property which is subject to the Declaration of Restrictions.

NOW, THEREFORE, DECLARANT does by these presents now
declare and publish this Eleventh Amendment to Declaration of
Restrictions for the purposes aforesaid.

1. Paragraph 1.1 entitled "Legal Description" is
amended to read as follows:

1.1 Legal Description. The real property which is,
and shall be held, transferred, sold, conveyed and
occupied subject to this Declaration of Restrictions
is described below and shall hereinafter be referred
to as the "Land":

The entirety of BONAVENTURE, according to
the plat thereof as recorded in Plat Book
82 at Page 43 of the Public Records of
Broward County, Florida, less Tracts 10A,
15, 29, 31, 53, 54, 55, 56, 57, 58, 59, 60,
61 and 62 thereof.

DECLARANT may from time to time bring other land
under the provisions hereof by recorded Supplemental
Declaration.

2. City National Bank of Miami as Trustee, a national
banking corporation, under Land Trust No. 5154-1, has caused these
presents to be signed in its name by its proper officers and its

85 FEB 18 PM 12 59

REC 12331 PHE 33

85-185162

TWELFTH AMENDMENT TO DECLARATION OF RESTRICTIONS

This Twelfth Amendment to Declaration of Restrictions, made this 3 day of JUNE, 1985, by City National Bank of Miami, as Trustee under Land Trust No. 5154-1 ("Declarant").

Witnesseth

WHEREAS, Declarant did execute under date of February 26, 1975, that certain Declaration of Restrictions appearing amongst the Public Records of Broward County, Florida, in Official Records Book 6123, at Page 26 (the "Declaration of Restrictions"), and did amend the Declaration of Restrictions eleven times with Amendments which are recorded in Official Records Book 6328, Page 685; 6377, Page 343; 6725, Page 616; 7293, Page 952; 7662, Page 759; 8114, Page 119; 8307, Page 457; 10080, Page 907; 11021, Page 38; 12079, Page 288, and 12331, Page 33, respectively; and

WHEREAS, Declarant, at the time that it first recorded the Declaration of Restrictions, was the fee simple record title holder of all of the real property to which the Declaration of Restrictions related; and

WHEREAS, Declarant has developed BONAVENTURE, on the real property to which the Declaration of Restrictions relates. BONAVENTURE is part of a tract of land containing approximately 1,250 acres of land on which there has been or there may be constructed various condominiums, rental apartment buildings, townhouses, single-family houses, and certain recreational and commercial facilities; and

WHEREAS, Declarant advised all prospective purchasers of condominiums, townhouses, and single-family houses, that it intended to construct a recreational facility to be known as the Town Center Club. The following wording (or similar words with changed tenses and different designations of parties, depending on the circumstances of each transaction) were contained within the various condominium documents or purchase and sale contracts between the Declarant and the prospective purchasers:

"The Town Center Club is currently under construction and will be completed and opened for use in phases as economic conditions, financing arrangements, construction, fixturing, and furnishing schedules permit...

85 JUN 5 PM 1:40

REC 12587 PAGE 160

21

At such time as use of the Club is permitted by law, Unit Owners will be required to pay a monthly assessment as their share of the expenses incident to the operation and maintenance of the Club. The amount of the monthly assessment will be determined by the board of directors of the Town Center Club Association, Inc. Presently the projected monthly assessment is \$20...

The Club will be operated by the Town Center Club Association, Inc. 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 and Home Owner's Association in BONAVENTURE will be entitled to have representation on the board of directors..."

WHEREAS, all prior purchasers of condominiums, townhouses, and single-family houses agreed, at the time they acquired their real property, to pay their share of the expenses incident to the operation and maintenance of the Town Center Club; and

WHEREAS, all future owners of condominiums, rental apartment buildings, townhouses, and single-family houses in BONAVENTURE will be obligated to pay their share of the expenses incident to the operation and maintenance of the Town Center Club; and

WHEREAS, the Declarant has finished the construction of the Town Center Club and a Certificate of Occupancy permitting the use of the Town Center Club was issued by the Broward County building department on April 3, 1984; and

WHEREAS, the use of the Town Center Club is now permitted by law; and

WHEREAS, it is the desire of Declarant to amend the Declaration of Restrictions so as to give record notice to all effected parties about their right to use the Town Center Club and their obligation to pay their share of the expenses incident to its operation and maintenance.

Now Therefore, Declarant does by these presents declare this Twelfth Amendment to the Declaration of Restrictions for the following purposes:

OFF 12587 PAGE 161

Notice is herein given that:

1. It is the obligation (and has been an obligation since May 1, 1984) of all owners of residential units in BONAVENTURE, including, but not limited to condominium units, townhouses, and single family houses, to pay their share of the Town Center Club operational and maintenance expenses. The owners of residential units to be constructed within BONAVENTURE (who are in any way entitled to membership in the Town Center Club) will also be obligated to pay their share of the Town Center Club operational and maintenance expenses.
2. The Town Center Club Authority, Inc., a Florida non-profit corporation, has been formed for the purpose of operating and administering the affairs of the Town Center Club. Each owner of a condominium unit, rental apartment building, townhouse, and single-family house within BONAVENTURE (who is in any way entitled to membership in the Town Center Club) is a member of this corporation.
3. The Declarant has previously given guarantees (for varying, specific, limited periods of time) to certain purchasers of condominium units, townhouses, and single family houses within BONAVENTURE, relating to the amount of operational and maintenance expenses of the Town Center Club that each of said purchasers will be required to pay during the guaranteed periods of time. This Twelfth Amendment in no way modifies the guarantees of operational and maintenance expenses previously given by the Declarant. The guarantees, as originally given, remain unmodified and in full force and effect.

IN WITNESS WHEREOF, City National Bank of Miami, a national banking corporation, as Trustee under Land Trust No. 5154-1, has caused these presents to be executed in its name and by its appropriate officers and its corporate seal to be affixed hereto on the day and year first above written.

CITY NATIONAL BANK OF MIAMI EXECUTES THIS INSTRUMENT SOLELY AS TRUSTEE UNDER LAND TRUST NO. 5154-1 AND NOT OTHERWISE AND NO PERSONAL LIABILITY OR OBLIGATION SHALL EVER BE SOUGHT OR OBTAINED AGAINST THE SAID BANK BY REASON OF THIS INSTRUMENT.

B.K. [Signature]
Witness
[Signature]
Witness

City National Bank of Miami,
as Trustee, under Land Trust
No. 5154-1 ("Declarant")
By: [Signature]
Senior Vice President & Trust
Officer
(SEAL) CITY NATIONAL BANK OF MIAMI
1983
FLORIDA

OFF 12587 PAGE 162

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 3rd day of JUNE, 1985, by IRVING J. LEHNER, Senior Vice President and Trust Officer of CITY NATIONAL BANK OF MIAMI, a United States Banking Corporation, as Trustee, under Trust Agreement 5154-1, on behalf of the corporation.

My commission expires:

Beatrice Peters
Notary Public, State of Florida
at Large

This instrument prepared by:
NOTARY PUBLIC
My Commission Expires

Bruce B. Litwer, Esq.
200 Bonaventure Blvd.
Ft. Lauderdale, FL 33326

OFF 12587 PAGE 163

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

6

75- 79693

100 NW 70th Ave BONAVENTURE

30/45


Received of the SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY ONE

grant said Company the non-exclusive right to construct, operate and maintain lines of communication consisting of such cables, conduits and other necessary appurtenances as may be required of us by the Company and proper to insure the orderly and proper installation and maintenance of adequate and necessary utilities and utility service under those certain tracts of land situated in Broward County, State of Florida, to-wit known as BONAVENTURE according to PLAT thereof recorded in PLAT BOOK 82 Page 43 of the Public Records of Broward County; and under the roads and streets or highways adjoining or through said property, with the right for any other public franchised utility or governmental authority to construct lines for transmission and distribution of electric power or for underground force mains, lift stations, water lines, gravity sewers, manholes, storm drainage, natural gas, LP gas lines and tanks or for cable television lines; and the right of ingress or egress of said premises at all times for the purpose of inspecting and maintaining said lines; and with the right to clear and keep cleared, all trees, undergrowth or other obstructions within a strip of land Three (3) feet on each side of the center of said lines and to trim, cut and keep trimmed and cut, all dead, weak, leaning or dangerous trees which might reach said lines in falling; provided the landscaping trees and vegetation are preserved or replaced if damaged during the clearing process, including the right to relocate said lines on said premises to conform to any future highway relocation, widening or improvement; the said sum being received in full payment for the rights herein granted, provided that such easement shall not impair or impede golf courses, recreational facilities, buildings or structures constructed, or to be constructed upon the property, and provided such lines only serve the BONAVENTURE property.

MAY 2 1976

IN WITNESS WHEREOF the undersigned Grantor, has set his hand and seal this 20th day of JANUARY, 1976.

Witnesses:

CITY NATIONAL BANK OF MIAMI, AS TRUSTEE
 BY: _____
 VICE PRESIDENT & TRUST OFFICER


STATE OF _____
 COUNTY OF _____

Personally appeared before me _____, the within named grantor(s) with whom I am personally acquainted, who acknowledged that, being informed of the contents of the within instrument; (he) (she) (they) executed and delivered the same voluntarily as (his) (her) (their) act and deed for the purposes therein contained.

Witness my hand and seal this _____ day of _____, 19__

Return - Bonaventure - 500 Country Club Road - Ft. Lauderdale - Fla.

STATE OF Florida
 COUNTY (PART) OF Dade

STATE OF FLORIDA
 DOCUMENTARY STAMP TAX
 DEPT. OF REVENUE
 MAR-775
 19528
 \$ 00.30

Before me Betty A. Kleckner of the State and County aforesaid, appeared CLIFFORD L. HORN, with whom I am personally acquainted, and who, being duly sworn, acknowledged himself to be VICE PRESIDENT & TRUST OFFICER of the CITY NATIONAL BANK OF MIAMI, the within named bargainer, a corporation, and further acknowledged that he as such VICE PRESIDENT & TRUST OFFICER, being authorized by the Board of Directors of said corporation so to do, contained, by signing the name of the corporation himself as VICE PRESIDENT & TRUST OFFICER. And that the said CLIFFORD L. HORN acknowledged the said writing to be the free act and deed of the said corporation.

Witness my hand and seal this 20th day of JANUARY, 1976.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES APR. 11, 1978
 BONDED NEW GENERAL INSURANCE UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS BOOK _____ OF BROWARD COUNTY FLORIDA
R. R. KAUTH
 COUNTY ADMINISTRATOR

OFF. REC. 6195 PAGE 903

Area.	Auth.	Class.	Amount.	Approved	Title.

30/35

7

BONAVENTURE STORM WATER SURFACE EASEMENT

75-127526

THIS INDENTURE made this 2nd day of JUNE, 1975, between City National Bank of Miami, as Trustee under Land Trust 5154-1 party of the first part and Broward County, a political subdivision of the State of Florida, party of the second part.

W I T N E S S E T H

WHEREAS, the party of the first part is the owner of property situate in Broward County, Florida, and described as follows:

BONAVENTURE AS RECORDED IN BROWARD COUNTY PLAT BOOK 82, PAGE 43

and,

WHEREAS, the party of the second part desires a storm water storage easement for any and all purposes necessary to provide an area to accommodate, move and store the storm waters off of the adjacent public road rights of way, and

WHEREAS, the party of the first part is willing to grant such easement.

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, the party of the first part does hereby grant unto the party of the second part, its successors and assigns, full and free right to a storm water surface easement for any and all purposes necessary to provide an area to accommodate, move and store the storm water off of the adjacent public road rights of way, and does hereby grant a perpetual twelve feet wide easement adjacent to each side of public road rights of ways on the above described property for said purposes; and further agrees that the party of the first part will not place anything within the easement area which will obstruct the reasonable flow of storm waters off the adjacent public roads rights of ways on to the above described easement areas without the prior written consent of Broward County, which consent shall not be unreasonably withheld.

All the covenants and agreements herein contained shall extend to and be binding upon the parties thereto and their respective executors, administrators, personal representatives, heirs, successors or assigns.

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

[Signature]
WITNESS

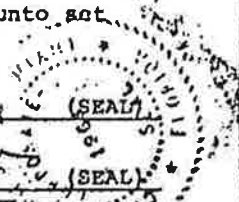
[Signature]
WITNESS

STATE OF FLORIDA
COUNTY OF Dade

CITY NATIONAL BANK OF MIAMI

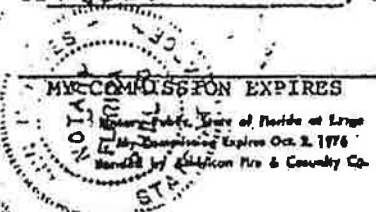
By [Signature]
Vice-President and Trust Officer

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
PA 44176
11122
00.30



I HEREBY CERTIFY that on this day personally appeared before me, an official duly authorized to administer oaths and take acknowledgements, CLIFFORD L. FORK to me well known as the person(s) described in and who executed the foregoing Easement Deed and who acknowledged before me that HE executed the same for the purposes herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Miami, in the above stated County, this 2nd day of June, 1975 A.D.



RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA

R. B. KAUTH
COUNTY ADMINISTRATOR

Ann M. Hays
NOTARY PUBLIC

BROWARD COUNTY DEPARTMENT OF TRANSPORTATION

[Signature]
[Signature]

75 JUL 17 AM 11:16

DEF. 62722 PAGE 555

9

RECORDED
MAY 25 1979



DOCUMENTARY
SUR TAX
00.55

STATE OF FLORIDA
DOCUMENTARY
DEPT. OF REVENUE
STAMP TAX
MAY 25 1979
00.30

79-159561

NON-EXCLUSIVE PERIMETER ROAD EASEMENT

28
5

THIS NON-EXCLUSIVE PERIMETER ROAD EASEMENT AGREEMENT, made and entered into this 6TH day of MAY, 1979, by CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, under Land Trust Number 5154-1, a National Banking Association organized under the Statutes of the United States ("GRANTOR").

W I T N E S S E T H:

WHEREAS, GRANTOR is the owner of certain unimproved real property located in Broward County, Florida, upon which is established three (3) Condominiums to be known as BUILDING SEVEN OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32, BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 and BUILDING NINE OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32, ("the CONDOMINIUMS"), and

WHEREAS, GRANTOR is presently constructing three (3) buildings to be included within the CONDOMINIUMS but contemplates the future construction of other Condominium or rental buildings in and around the immediate vicinity of the CONDOMINIUMS, and

WHEREAS, in connection with the construction of the CONDOMINIUMS and other contemplated Condominiums and rental buildings, it is envisioned that the future areas allocated for the parking of automobiles for these buildings of Condominiums will be either adjacent to or contiguous with each other, and

WHEREAS, a perimeter roadway system has been designed for the use of the total contemplated parking area and a portion of this perimeter roadway system lies upon and is embodied within the lands dedicated to Condominium ownership in behalf of the CONDOMINIUMS, and

WHEREAS, GRANTOR is desirous of reserving unto itself, its construction, maintenance, sales personnel and agents, the right to travel upon the entirety of said perimeter roadway system and of granting a Non-Exclusive Easement on said perimeter roadway system for the automobile and pedestrian traffic of Owners of Condominium Units in the CONDOMINIUMS, their guests and invitees, tenants in other apartment buildings within the surrounding and adjacent areas, their guests and invitees, Owners of Condominium Units in other Condominiums built in the surrounding and adjacent areas, their guests and invitees, and all persons employed by municipal and/or governmental authorities, whose presence in this area would be reasonably necessary to provide municipal and/or governmental service;

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, GRANTOR does reserve unto itself, its agents, construction, maintenance and sales personnel, the right to come upon and use the real property described below for vehicular and pedestrian traffic

This instrument prepared by:
STANLEY ANGEL, ESQ.
Cohen, Angel & Rogovin
1175 NE 125th Street
North Miami, Florida 33161

Return to:
BRUCE B. LITWER, ESQ.
200 Country Club Road
Ft. Lauderdale, Florida 33326

79 MAY 25 PM 1:31

REF 8233 FILE 60

16:00

and does grant a Non-Exclusive Easement for automobile and pedestrian traffic unto BUILDING SEVEN OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC., BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC., and BUILDING NINE OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC., non-profit Florida corporations, their officers, directors, agents and employees, and Owners of Condominium Units in the CONDOMINIUMS, their guests, invitees, agents and servants, to tenants of apartments in rental buildings, their guests and invitees, to owners of Condominium Units in other Condominiums constructed within the immediate vicinity of the CONDOMINIUMS, their guests and invitees, and to any and all municipal and/or governmental employees, representatives, agents and other persons whose presence at the CONDOMINIUMS would be reasonably necessary to provide municipal and/or governmental services to the CONDOMINIUMS. Said use reservation and Non-Exclusive Easement relates to and is embodied within the following described real property:

SEE LEGAL DESCRIPTION ATTACHED HERETO.

This Non-Exclusive Perimeter Road Easement shall inure to the benefit of all of the above-described persons, corporations and/or entities, shall last for a period of time commencing from the date hereof, and shall continue in perpetuity.

IN WITNESS WHEREOF, GRANTOR, by and through its corporate officers, has affixed its hand and seal this 16TH day of MAY, 1979.

CORPORATE SEAL

CITY NATIONAL BANK OF MIAMI,
AS TRUSTEE, Under Land Trust
Number 5154-1

W. J. ...



[Signature]

SENIOR VICE PRESIDENT &
TRUST OFFICER

[Signature]

Attest:

[Signature]

CORPORATE TRUST OFFICER

REF 8233 PAGE 61

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

BEFORE ME personally appeared CLIFFORD L. HORN and DAVID BUZNEGO, to me well known to be the individuals described in and who executed the foregoing instrument as Vice President and Trust Officer and Assistant Trust Officer of CITY NATIONAL BANK OF MIAMI, A National Banking Association organized under the Statutes of the United States, and severally acknowledged to and before me that they executed such instrument as such officers of said corporation, that the seal affixed to said instrument is the corporate seal of the corporation, that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 16TH day of MAY 1979.

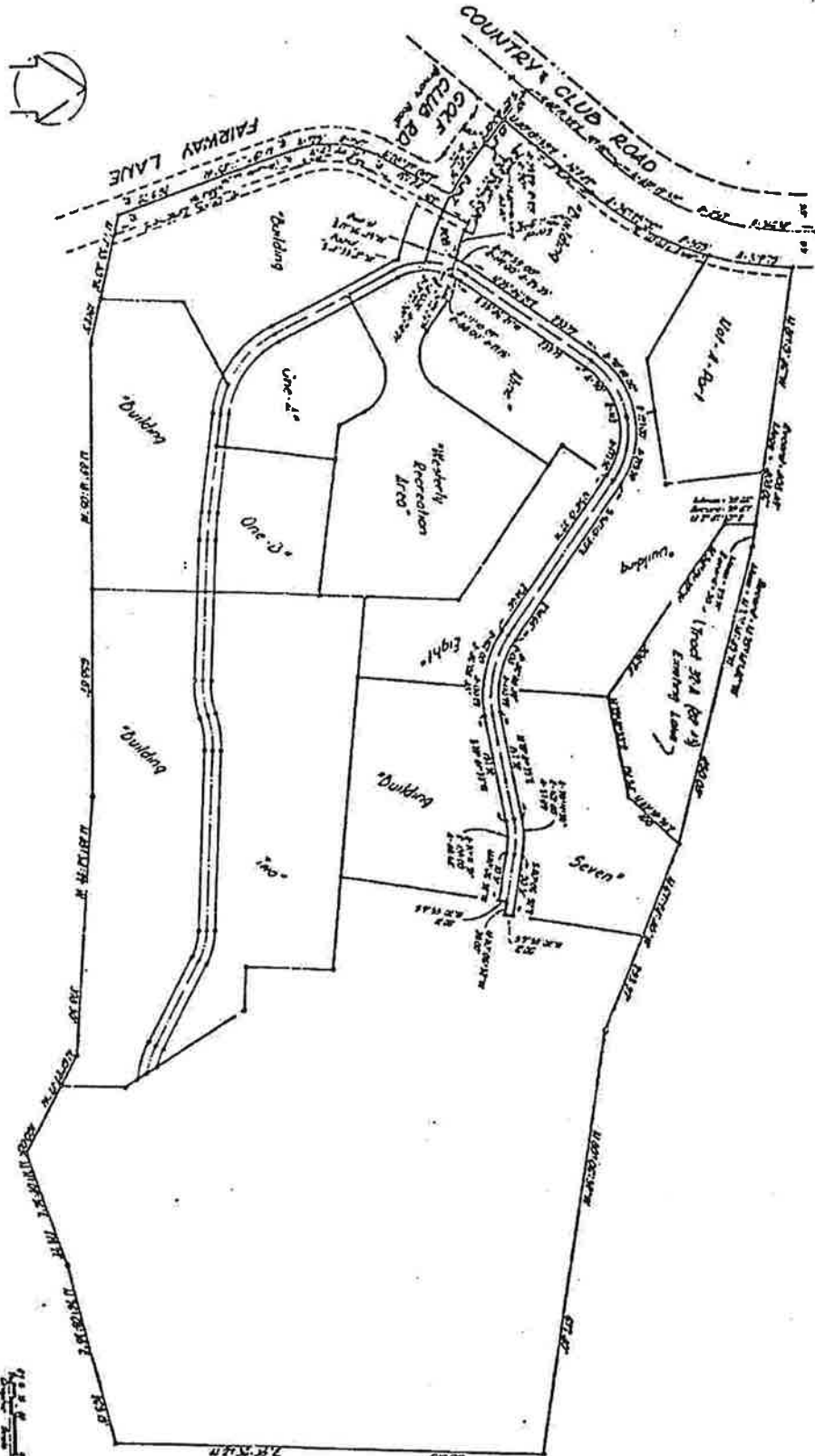
Joyce W. Tucci
NOTARY PUBLIC, State of Florida
At Large



My commission expires:

Notary Public, State of Florida at Large
My Commission Expires March 11, 1981

ME 8233 PEE 632



**Sketch of Non-Exclusive
Perimeter Road Easement "B"**
 1 Portion of Lot 22, QUANTICO, No. 44 of Map 41, Board County, Wis.

G-11

Schmidt-Spitzer & Assoc. Inc.
 Land Survey Engineers Architects and Planners
 1100 W. Wisconsin Ave., Suite 200
 Milwaukee, WI 53233
 Phone: 414-333-7777

Revised: 08/21/03

SEE 8233 PAGE 63

A portion of Tract 32, "NONADVERTUM", according to the plat thereof, as recorded in Plat Book 92 at P. 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 "NONADVERTUM" 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 31 minutes 14 seconds for an arc distance of 160.20 feet to a point on said circular curve; said point bears South 11 degrees 56 minutes 45 seconds West from the radius point of the last described circular curve and North 67 degrees 11 minutes 39 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 09 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 117.00 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 11 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 138.00 feet and a central angle of 46 degrees 04 minutes 48 seconds for an arc distance of 110.79 feet to a Point of Tangency; thence North 79 degrees 41 minutes 33 seconds East for 157.32 feet to the Point of Curvature; thence Northwesterly, Easterly, and Southwesterly along a circular curve to the right having a radius of 167.00 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 90.31 feet; thence South 9 degrees 53 minutes 08 seconds West, at right angles to the last and next described courses, for 12.00 feet; thence North 89 degrees 06 minutes 52 seconds West for 30.00 feet; thence South 9 degrees 53 minutes 08 seconds West, 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, Westerly 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 33 seconds for an arc distance of 48.64 feet to a Point of Tangency; thence South 79 degrees 41 minutes 33 seconds West for 157.32 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 46 degrees 04 minutes 48 seconds for an arc distance of 130.29 feet to a Point of Tangency; thence North 54 degrees 11 minutes 39 seconds West for 274.66 feet to a Point of Curvature; thence Northwesterly, Westerly, 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 86.00 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 45 seconds West from the radius point of the last described circular curve and South 14 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 3 degrees 22 minutes 58 seconds for an arc distance of 24.21 feet to the Point of Beginning; said last mentioned course being coincident with the Easterly prolongation of the Northerly Right-of-way line of said Golf Club Road (Private Road); all lying and being in Broward County, Florida.

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

G-12

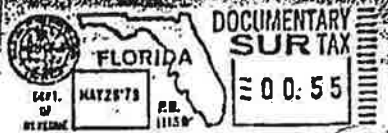
RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

Schieble-Shskin & Assoc. Inc.
Land Division Engineers Architects and Surveyors
Miami Florida
Order 111 11/17/81 December 21 1981 Page 6 of 71 21 Pages

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73-159560

NON-EXCLUSIVE ROAD EASEMENT



This Non-Exclusive Road Easement Agreement, made and entered into this 22nd day of May, 1979, by CITY NATIONAL BANK OF MIAMI AS TRUSTEE UNDER LAND TRUST NO. 5154-1, a national banking corporation, organized under the statutes of the United States ("Grantor").

10

W I T N E S S E T H :

WHEREAS, Grantor is the owner of certain real property located in Broward County, Florida, to-wit:

Tract 32 and Tract 38 of BONAVENTURE, according to the plat thereof, recorded in Plat Book 82, Page 43 of the Public Records of Broward County, Florida ("Tract 32 and Tract 38");

and

WHEREAS, Grantor has established on a portion of Tract 32 a Condominium, and contemplates establishing additional condominia on said tract; and

WHEREAS, in connection therewith, Grantor has designed a perimeter roadway system for said Tract 32 to serve the existing Condominium, as well as those condominia to be established on said Tract 32 in the future; and

WHEREAS, construction of residential units has commenced on Tract 38, and it is contemplated that additional residential units will be constructed on said Tract 38; and

WHEREAS, it is necessary that access be assured from the nearest dedicated road, namely, Country Club Road, to Tract 38 and to the perimeter road designed for Tract 32, so that owners of units in condominia, as well as future owners of units in other improvements constructed and to be constructed on Tract 32 and Tract 38, their guests, tenants, invitees, agents and servants, and municipal employees and agents and utility companies servicing the area shall have access thereto.

NOW, THEREFORE, for and in consideration of TEN (\$10.00) DOLLARS and other good and valuable considerations, the receipt whereof is hereby acknowledged, Grantor hereby sells, assigns and dedicates to the owners and future owners of condominium units in the existing Condominium, their condominium association, its officers,

79 MAY 25 PM 1:31

RECEIVED MAY 25 1979

This instrument prepared by:
BRUCE B. LITWER, ESQ.
200 Country Club Road
Fort Lauderdale, Florida 33326



13.00

directors, agents and employees, as well as to the owners of other improvements to be located on Tract 32 and Tract 38 and to the Developers thereof, and their guests and invitees, agents, servants, tenants of apartments in rental buildings, their guests and invitees, and to any and all municipal and/or governmental employees, utility companies and their representatives, agents and other persons whose presence on the said Tract 32 and Tract 38 of BONAVENTURE would be reasonably necessary to provide municipal and/or other services to the improvements, the non-exclusive right of ingress and egress, in, to, upon and over that certain roadway specifically described on Exhibit A attached hereto and made a part hereof, for automobile and pedestrian traffic.

This Non-Exclusive Road Easement shall inure to the benefit of all the above-described persons, corporations and/or entities as well as to the Grantor, and shall last for a period of time commencing from the date hereof, and shall continue in perpetuity.

IN WITNESS WHEREOF, the Grantor herein has duly executed this Non-Exclusive Road Easement the day and year first above written.

"Grantor"

Signed, sealed and delivered in the presence of:

Robert B. ...
David Buznego SENIOR VICE PRESIDENT & TRUST OFFICER
 attested: David Buznego CORPORATE TRUST OFFICER
 CITY NATIONAL BANK OF MIAMI, AS TRUSTEE UNDER LAND TRUST NO. 5154-1
 1983
 FLORIDA

STATE OF FLORIDA)
)SS:
 COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me CLIFFORD L. HORN and DAVID BUZNEGO as SENIOR VICE PRESIDENT & and CORPORATE TRUST OFFICER respectively, of CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, a national banking corporation, under Land Trust No. 5154-1, to me known to be the persons who signed the foregoing Easement, 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 22nd day of May, 1979.

Joyce W. Tucci
 Notary Public
 JOYCE W. TUCCI
 NOTARY PUBLIC
 STATE OF FLORIDA

My commission expires:

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

RE 8233 PAGE 57

NOTICE TO ACCOMPANY DEED OF CONVEYANCE OF NON-EXCLUSIVE PERIMETER ROAD
EASTERN "C"

COUNTRY CLUB ROAD WITHIN DEEDS TRACT 37 - TRACT 37 - BROWARD COUNTY and
TRACT 38 - BROWARD COUNTY

A plat of the same is on file in the office of the Clerk of the Board of County
Commissioners, Broward County, Florida, and is referred to as follows:

Commence at the South 40 degree side of the centerline of "Country Club Road"
with the centerline of "Golf Club Road" (Private Road) as shown on the said plat
of "BROWARD COUNTY" then South 40 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 40 degrees 19
minutes 33 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 40 degrees 40 minutes 01 seconds East from the radius point of the
following described circular curve; thence Southwesterly, Southerly 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 of Tangency; thence South 40 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 410.00 feet and a central angle of 15 degrees 12 minutes
36 seconds for an arc distance of 108.84 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 17 minutes 08 seconds West, along the Easterly
Right-of-Way line of said "Golf Club Road" (private road), for 80.11 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 Southerly 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 dis-
tance 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.

- N.B.: 1) Area contained within Tract 37 equals 0.17 Acres, more or less.
2) Area contained within Tract 38 equals 0.13 Acres, more or less.

Order No. 134466

May 21, 1979

-Prepared by-

SCHWENK-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida

EXHIBIT A

ME R233 PAGE 58

"BONAVENTURE"
 A Portion of Tracts 32 & 38
 (Non-Exclusive Perimeter
 Road Easement "C")

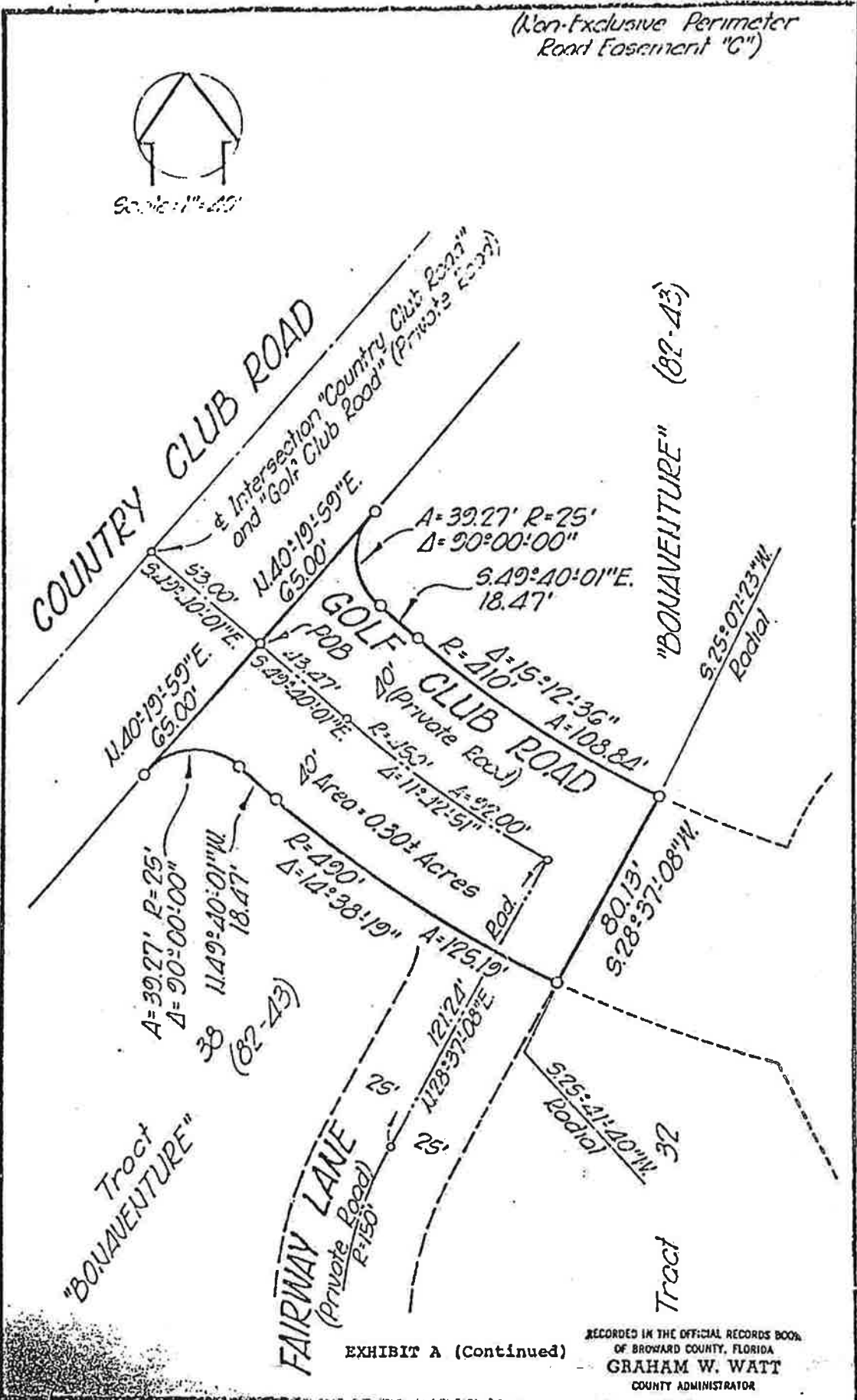
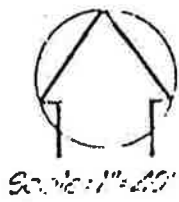


EXHIBIT A (Continued)

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

ME 8233 PAGE 59

APPROVED 7-17-07

COUNTRY CLUB APARTMENTS BUILDING 8 CONDOMINIUMS
ASSOCIATION
RULES AND REGULATIONS

THE RULE 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 INITIAL 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.
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 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 Board or Management Firm
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 Board and Management Firm.

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.

17. 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.
18. 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.
19. 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.
20. 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.
21. No vehicle, which cannot operate on its own power, shall remain on the Property for more than the twenty-four (24) hours, and no repair of vehicles shall be made on the Property.
22. 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.
23. 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.

35. 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. The best results will come from using cork for the barrier between your tile/wood and the concrete floor. The minimum amount must be 7/16" thick. Any deviation from this standard must be requested and approved in writing with the Board of Directors.
36. 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.

INSTR # 113618395
Recorded 04/08/16 09:48:28 AM
Broward County Commission
Deputy Clerk 3505
#1, 2 Pages

This Instrument Prepared by and Return to:
Rachel E. Frydman, Esq.
The Frydman Law Group, PLLC
7301 Wiles Road, Suite #201
Coral Springs, FL 33067

**CERTIFICATE ATTESTING VOTE TO FOREGO RETROFITTING
FOR BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE
32 CONDOMINIUM ASSOCIATION, INC.**

THIS CERTIFICATE ATTESTING VOTE TO FOREGO RETROFITTING FOR BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC. ("ASSOCIATION") is made this 15TH day of March, 2016, by the President and Secretary of the Association.

WITNESSETH:

WHEREAS, pursuant to Sections 617.0701(4) and 718.112(2)(1)(1), Fla. Stat., the members of the ASSOCIATION desire to forgo having to retrofit the common elements or units of the condominium with a fire sprinkler system in the building of the Association;

WHEREAS, a waiver, consent and joinder for ASSOCIATION was voted upon; and,

WHEREAS, Association desires that this Certificate Attesting Vote to Forego Retrofitting for Building Eight of Country Club Apartments at Bonaventure 32 Condominium Association, Inc., be certified of record as notice to all current and future owners of property.

NOW, THEREFORE, the President and Secretary of the Association hereby certify as follows:

1. As of January 19, 2016, greater than a majority representing the total voting interests of Association executed a Limited Proxy in accordance with the requirements of Florida Statutes Chapter 718.112(2)(1)(1) and the Building Eight of Country Club Apartments at Bonaventure 32 Condominium Association, Inc. ("Declaration"), recorded in Official Records Book 8654, at Page 627, et seq., of the Public Records of Broward County, Florida, together with all amendments thereto;
2. The original Limited Proxies are recorded in the Minutes of the Association for the meeting held on January 19, 2016.

IN WITNESS WHEREOF, the Association has caused this CERTIFICATE ATTESTING EXECUTION OF WAIVER, CONSENT AND JOINDER FOR BUILDING EIGHT OF COUNTRY CLUB APARTMENTS AT BONAVENTURE 32 CONDOMINIUM ASSOCIATION, INC., to be executed by the duly authorized officer on this 15TH day of March, 2016.

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

By: Jeanne Frances Lobue
, President

By: Elizabeth Prince
, Secretary

WITNESSES:

ANDREA CAMPBELL
Print Name

Andrea Campbell
Signature

Sondra Elisnord
Print Name

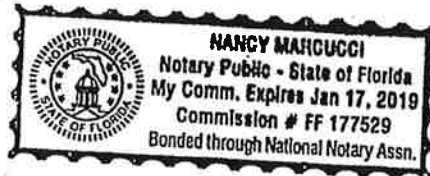
Sondra Elisnord
Signature

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING instrument was executed before me this 15TH day of March 2016, by JEANNE LOBUE, PRES., 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 15TH day of MARCH, 2016.

Nancy Marcucci
Notary Public
My commission expires:



Phoenix
Management Services, Inc.
We Manage to Make Your Life Easier

April 20, 2016

Re: Country Club #8 Condominium Association
Fire Sprinkler Retrofit Opt Out Certificate

Dear Unit Owner:

Enclosed please find a copy of the Certificate Attesting Vote to Forego Retrofitting for Building Eight of Country Club Apartments at Bonaventure 32. The vote to forego retrofitting and/or to opt out of the fire sprinkler retrofit requirement was held on January 19, 2016 and passed by more than a majority of the Association's unit owners present, either in person or by proxy.

The enclosed certificate was recorded with the Broward County Commission on April 8, 2016 and has become a part of the Association's governing documents. For future reference, please place the enclosed with a copy of the Association's governing documents, which include the Declaration of Condominium and Bylaws of the Association.

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



Ann Campbell, CAM
Property Manager

Enc.

