



The
Hampton
Beach
Club

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THIS INSTRUMENT PREPARED BY
B. J. LAYNE, ESQUIRE
LAYNE & BRILL, P.A.
21 Southeast First Avenue
Miami, Florida 33131

DECLARATION OF CONDOMINIUM

ESTABLISHING

THE HAMPTON BEACH CLUB CONDOMINIUM

SUBMISSION STATEMENT

Florida Communities **Oceanside**, a Joint Venture comprised of Zaremba Pompano Co., an **Ohio** corporation authorized to do business in the State of Florida, and Sentinel Communities, **Inc.**, a Florida corporation, hereinafter called "the **Developer**" for itself, its successors, grantees, and assigns, being the holder of fee simple title to the real property described in Exhibit "A", Sheet 1, attached hereto and made a part hereof, hereby states and declares that said property is submitted to **condominium ownership**, pursuant to the requirements of the Statutes of the State of Florida, hereinafter sometimes referred to as the "**Condominium Act**", the provisions of which are hereby incorporated by reference as if fully set forth herein, and does hereby file for record this Declaration of **Condominium**.

All **restrictions**, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes, upon the land as the case may be, shall be non-exclusive and perpetual unless sooner terminated as upon all unit owners, as hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns; and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the **ByLaws** of the Association. Both the burdens imposed and the benefits granted shall run with each unit and the interests in the common elements.

I. Name

1.01 The name of the Condominium is: THE HAMPTON BEACH CLUB (ZONDOMINIUM).

1.02 The name of the Unit Owners' Association is THE HAMPTON BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit hereinafter referred to as the "Association".

The resident agent designated to receive service of process upon the Condominium is HERBERT L. BRILL, whose address is 21 Southeast First Avenue, Miami, Florida 33131.

II. Land

The land comprising this **Condominium** is described on Exhibit "A", Sheet 1, attached hereto and made a part hereof as if fully set forth herein.

III. Definitions

The terms used in this Declaration and in its Exhibits including the By-Laws of the Association, shall be defined in accordance with the provisions of the **Condominium Act**, State of Florida and as follows unless the context otherwise requires:

3.01 "Unit" - means a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land, or land and improvements together, as specified in this Declaration.

3.02 "Unit Owner" or "owner of a unit" - means the owner of a condominium parcel.

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#18938 PAGE 11

3.03 "Assessment" - means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

3.04 "Association" - means the corporate entity responsible for the operation of the condominium.

3.05 "By-Laws" - means the by-laws of the association existing from time to time.

3.06 "Common Elements" - means the portions of the condominium property not included in the units.

3.07 "Common Expenses" - means all expenses and assessments properly incurred by the association for the condominium.

3.08 "Common Surplus" - means the excess of all receipts of the association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the common expenses.

3.09 "Condominium" - means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of units that may be owned by one or more persons, and there is appurtenant to each unit an undivided share in the common elements.

3.10 "Condominium Parcel" - means a unit together with the undivided share in the common elements which is appurtenant to the unit.

3.11 "Declaration" or "Declaration of Condominium" - means the instrument or instruments by which a condominium is created as they are from time to time amended.

3.12 "Limited Common Elements" - means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units as specified herein.

3.13 "Operation" or "Operation of the Condominium" - includes the administration and management of the condominium property.

3.14 "Developer" - means a person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a unit who has acquired his unit for his own occupancy. As used herein, the term "Developer" shall include assigns and successors in interest to the original Developer.

3.15 "Board of Administration" - means the Board of Directors or other representative body responsible for administration of the association.

3.16 "Condominium Property" - means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the condominium.

3.17 "Mortgagee" or "Institutional First Mortgagee" means a bank, Federal or State savings and loan association, insurance company, mortgage company, real estate investment or business trust, pension fund, an agency of the United States Government, any other lender generally recognized as an institutional-type lender, or the Developer (including any nominee of Developer), owning and holding, a first mortgage encumbering a condominium unit.

3.18 "Institutional First Mortgage" means a mortgage, owned or held by an Institutional First Mortgagee.

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

44-8988
PAGE 850

IV. Description The Condominium is described as follows:

4.01 A survey of the land submitted to condominium ownership is set forth on Exhibit "A" Sheet 2, attached hereto. An Affidavit of Surveyor as to substantial completion of construction of the improvements in accordance with the requirements of Section 719.104(4)(e) of the Condominium Act is attached hereto as Exhibit "A", Sheet 3. A graphic description of the improvement or improvements in which Units are located and the identification of each Unit by letter, name or number, so that no Unit bears the same designation as any other Unit, and the plot plan thereof, all in sufficient detail to identify the Common Elements and each Unit and their respective locations and approximate dimensions is attached hereto as Composite Exhibit "B".

4.02 The Developer reserves the right to change the interior design or arrangement of all units as long as the Developer owns the units so changed and altered, provided such change shall be reflected by an amendment of this Declaration. Any amendment for such purpose need be signed and acknowledged only by the Developer and mortgagee, if any, and need not be approved by the Association, contract vendees, or Unit Owners, anything herein to the contrary notwithstanding. The rights reserved in this Paragraph 4.02 shall not change the number of Units within the Condominium nor the percentage interests of the Unit Owners in the Common Elements.

4.03 The following non-exclusive easements shall be covenants running with the land and are expressly granted and/or reserved in favor of the Unit Owners, occupants of any condominium Unit, their guests and invitees, to-wit:

(1) Utilities: Blanket non-exclusive easements are reserved throughout the condominium property as may be required for utility services in order to adequately serve the condominium area. In the event any Unit, recreation area, Common Element or Limited Common Element encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

(2) Encroachments: In the event that any Unit shall encroach upon any of the Common Elements or any other Unit for any reason other than the intentional act of the Unit Owner or in the event that any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such encroachments so long as the same shall continue.

3 Traffic: An easement shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, halls, lobbies, elevators, if any, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended, for such purposes, and such easements shall be for the use and benefit of the Unit Owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that the space may be specifically designated and assigned for parking purposes.

(4) Access: Each Unit Owner and any officer, agent, employee or designee of the Association or member of the Board of Administration shall have access across any Limited Common Elements for the purpose of ingress and egress.

(5) Roads: All Unit Owners and occupants of any Condominium Parcel, their guests and invitees shall have an easement over any private roads constructed on the Condominium Property.

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(6) A non-exclusive easement for ingress and egress over streets, walks, and other **rights-of-way** serving the Units of this Condominium, as part of the Common Elements necessary to provide reasonable access to the public ways.

4.04 **Unit Boundaries:** Each Unit shall include part of the building containing the Unit that lies within the boundaries of the Unit as follows:

(1) The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with **perimetrical** boundaries.

(a) **Upper Boundaries:** The horizontal plane of the undecorated finished ceiling.

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

(2) **Perimetrical Boundaries:** The **perimetrical** boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries.

(a) **Exterior Building Walls:** The intersecting vertical planes adjacent to and which include the undecorated interior surface of the outside walls of the unit building bounding the unit and fixtures thereon, and when there is attached to the building a balcony or other portion of the building serving only the Unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon; provided, **however**, no balconies or existing terraces shall be extended, enclosed or decorated in any way whatsoever by a Unit Owner, without the prior written consent of the Association.

(b) **Interior Building Walls:** The undecorated interior surfaces extending to the intersections with other **perimetrical** boundaries.

(c) **Limitation:** The owner of each Unit shall not be deemed to own the decorated and finished surfaces of the exterior perimeter walls, or the undecorated and/or unfinished surfaces of the perimeter floors and ceilings surrounding his respective Unit, nor shall the owner be deemed to own pipes, wires, conduits, air passageways and ducts or other public utility lines running through or adjacent to said Unit which are utilized for or serve more than one Unit or the common areas, which items are by these presents hereby made a part of the Common Elements. However, said owner shall be deemed to own the walls and partitions which are contained within said **owner's** Unit, as herein defined, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, and so forth.

(3) Any air conditioning equipment which services only a single Unit shall be considered part of said unit and not a Common Element.

4.05 **Parking Spaces:** Parking Spaces are shown on the Building Plot Plan/Parking Plan attached as Exhibit "B", Sheet I, and are identified as **Unit Parking** Spaces or **Guest Parking** Spaces (collectively referred to herein as the "Parking Spaces"). The Developer shall assign to each Unit **Owner** the use of a minimum of one (1) Unit Parking Space in the manner described in Article XIII hereof. Guest Parking Spaces shall be used by guests and business **invitees** of Unit **Owners** under the Rules and Regulations promulgated by the Board of Administration.

All Unit Parking Spaces are Limited Common Elements. All **Guest Parking** Spaces are **Common Elements**. All Parking Spaces (**Guest or Unit**) shall be **maintained**, repaired, replaced and assessed for such maintenance, repair and replacement in the same manner as other Common Elements. The use of the Parking Spaces may be regulated and limited by rules and regulations promulgated by the Board of Administration.

4118988 Page 10-2

V. Identification of Units, Survey, Shares in Common Elements Pro
rations of Common Expenses, Voting Rights

5.01 The land described on Exhibit "A" Sheet 1 and the improve-
ments thereon, together with Common Elements and Limited Common Elements
constitute the Condominium Property. All Floor Plans attached hereto and
made a part hereof as Exhibit "B" Sheets 3 through 25, and the Building
Plot Plan and Parking Plan attached as Exhibit "B" Sheets 1 and 2, and all
legends and notes thereon contained are incorporated herein and made a
part hereof by reference.

5.02 The undivided interest owned by each Unit Owner in the
Common Elements is set forth on Exhibit "C" attached hereto. The
percentage assigned each Unit shall be the basis upon which Assessments
are made as provided for in Paragraph XXII, infra.

5.03 Subject to any provisions of the By-Laws of the Association
applicable thereto, a Unit Owner is entitled to one (1) vote for each Unit
owned. If a Unit is owned by more than one person, the owners of said
Unit shall designate one (1) of them as the voting member or, in the case of
ownership by a corporation, an officer or an employee thereof shall be
designated the voting member. The vote of a Unit shall not be divisible.

VI. Condominium Parcels, Appurtenances, Possession and Enjoyment

6.01 The Condominium Parcel is a separate parcel of real
property owned in fee simple, or any other estate of real property
recognized by law.

6.02 There shall pass with a Unit as appurtenances thereto:

(1) An undivided share in the Common Elements and
Common Surplus.

(2) The exclusive right to use the portion of the Common
Elements as may be provided by the Declaration.

(3) An exclusive easement for the use of the airspace
occupied by the Unit as it exists at any particular time and as the Unit may
lawfully be altered or reconstructed from time to time. An easement in
airspace which is vacated shall be terminated automatically.

(4) A Unit Owner is entitled to the exclusive possession of
his Unit subject to the irrevocable right of the association to access to each
Unit during reasonable hours when necessary for the maintenance, repair or
replacement of any Common Elements, or for making emergency repairs
necessary to prevent damage to Common Elements or to another Unit or
Units. He shall be entitled to use the Common Elements in accordance with
the purpose for which they are intended, but no use may hinder or
encroach upon the lawful rights of other Unit Owners.

VII. Restraint Upon Separation and Partition of Common Elements

7.01 The undivided share in the Common Elements which is
appurtenant to a Unit shall not be separated from it and shall pass with the
title to the Unit whether or not separately described.

7.02 The share in the Common Elements appurtenant to a Unit
cannot be conveyed or encumbered except with the Unit.

7.03 The shares in the Common Elements appurtenant to Units
are undivided, and no action for partition of the Common Elements shall lie.

VIII. Common Elements

8.01 Common Elements include within their meaning the follow-
ing items:

(1) The Condominium Property which is not included
within the Units.

REC-558 P. 02-883

(2) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the Common Elements.

(3) An easement of support in every portion of a Unit which contributes to the support of a building.

(4) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

8.02 Any person having any interest under mortgages of record that encumber any portion of the Common Elements that are not satisfied prior to the recordation of this Declaration shall consent to the recordation of this Declaration; provided, however, in lieu of joining in the execution of this Declaration, any mortgagee may execute an appropriate consent or subordination agreement with the formalities required for deeds.

IX. Amendment of Declaration

9.01 This Declaration may be amended by two-thirds of the Unit Owners executing a modification or amendment to this Declaration with the formalities of a deed and recording same in the Public Records of Broward County, Florida; or in the alternative, this Declaration may be amended at any regular or special meeting of the Unit Owners called or convened in accordance with the By-laws by the affirmative vote of voting members casting not less than two-thirds of the total vote of the members of the Association and the execution by the Association of a certificate of the amendment with the formalities of a deed and recording same in the Public Records of Broward County, Florida; provided, however:

(1) No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the owner of the parcel shares the Common Expenses and owns the Common Surplus unless the record owner of the Unit and all record owners of liens on it join in the execution of the amendment, and unless all the record owners of all other Units approved the amendment.

(2) If it appears that through scrivener's error a Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses or that all the Common Expenses or interest in the Common Surplus or all of the Common Elements in the Condominium have not been distributed in this Declaration, so that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fails to equal one hundred percent (100%), or if it appears that more than one hundred percent (100%) of Common Elements or Common Expenses or ownership of the Common Surplus have been distributed, the error may be corrected by filing an amendment to this Declaration approved by the Board of Administration or a majority of the Unit Owners. To be effective the amendment must be executed by the Association and the owners of the Units and the owners of mortgages thereon affected by the modifications being made in the shares of Common Elements, Common Expenses or Common Surplus. No other Unit Owner is required to join in or execute the amendment.

(3) The Common Elements designated by this Declaration may be enlarged by an amendment to the Declaration. The amendment must describe the interest in the property and must submit the property to the terms of this Declaration. The amendment must be approved and executed as provided herein. The amendment shall vest title in the Unit Owners as part of the Common Elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements which are appurtenant to the Unit owned by them.

(4) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages.

0118988 PAGE 884

X. Termination

10.01 The **Condominium** Property may be removed from the provisions of The **Condominium** Act only by consent of all of the Unit Owners evidenced by a recorded instrument to **that effect**, and upon the written consent by all of the holders of recorded liens affecting any of the Condominium Parcels.

10.02 Upon removal of the Condominium Property from the provisions of The Condominium Act, the **Condominium** Property is owned in common by the Unit Owners in the same undivided shares as each **owner** previously owned in the Common Elements. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

10.03 The termination of this Condominium does not bar the creation of another condominium affecting all or any portion of the same property.

XI. Equitable Relief

In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition.

XII. Enforcement of Maintenance

In the event the owner of a Unit fails to maintain it as required herein, or otherwise violates the provisions hereof, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the provisions hereof; or the Association shall have the right to assess the Unit Owner and the Unit for the necessary sums to put the Unit in good condition, to collect such Assessment and have a lien for same as provided in Article XXIII, *infra*. After such Assessment, the Association, its employees, or agents shall have the right to enter the Unit and do the necessary work to enforce compliance with the provisions hereof.

XIII. Parking Spaces:

13.01 At the time of conveyance of the Condominium Parcel from the Developer, there shall be assigned to each Unit Owner the exclusive use of at least one (1) Unit Parking Space.

13.02 The original assignment by the Developer or the Association to a Unit Owner of the use of Unit Parking **Space(s)** will be made by a written "Assignment of Use of Unit Parking Spaces" (the "**Assignment**") in which the particular Unit Parking Spaces are described. The Assignment will be delivered at the time of delivery of the deed to the Condominium Parcel. The Association shall maintain a book (the "Book") for the purpose of recording the current assignee of Unit Parking **Space(s)**. Upon Assignment of Unit Parking **Space(s)** by Developer, the Association shall record such Assignment in the Book and the Unit Owner to which such use is assigned shall have the exclusive right to the use thereof. The Unit Parking **Space(s)** shall thereupon be **appurtenant** to said Condominium Parcel and shall be deemed encumbered by and subject to any mortgage or any claim thereafter **encumbering** said **Condominium Parcel**. Upon conveyance of or passing of title to the Condominium Parcel to which the use of such Unit Parking **Space(s)** are appurtenant, the Unit Owner receiving such title shall give satisfactory evidence to the Association of such title, and the Association shall thereupon cause to be executed in the ~~name~~ name of the **grantee** or transferee of such Condominium Parcel a new Assignment of Use of Unit Parking Space(-) and record such transfer in the Book. Such Assignment of Use of Unit Parking **Space(s)** shall be executed by and shall **describe** the assigned Unit Parking **Space(s)** and the ~~name of the transferee~~ name of the transferee and the transferee's Condominium Parcel number.

13.03 After the initial Assignment, the exclusive use of Unit Parking Space(s) may not be reassigned or transferred except in connection with the transfer of title to the Unit to which such Unit Parking Space(s) is appurtenant as hereinbefore provided. Notwithstanding the foregoing, however, Unit Parking Space(s) may be reassigned with the express written consent of the Unit Owner(s) whose Parking Space(s) are being reassigned and the consent of the Board of Administration.

13.04 Notwithstanding any provision herein contained to the contrary, if any, there shall always be at least one (1) Unit Parking Space appurtenant to each Condominium Parcel and no transfer shall be made which shall result in a Condominium Parcel having less than one (1) Unit Parking Space appurtenant thereto.

13.05 The Survey and Building Plot Plan attached as Exhibit "A", Sheet 2 and Exhibit "B", Sheet 1 to this Declaration of Condominium indicates that parking is reserved on the tennis court. All of the tennis court area may be used for parking. In the event that such area is used for parking, during the period of time that parking is necessary, the tennis court will not be available for use by Unit Owners.

XIV. Insurance and Condemnation Provisions

The insurance, other than title insurance, which shall be carried upon the Condominium Property and property of the Unit Owners shall be governed by the following provisions:

14.01 Liability Insurance: The Board of Administration shall obtain public liability and property damage insurance covering all of the Common Elements of the Condominium Property, and insuring the Association and the Unit Owners, as its and their interests appear, in such amount as the Board of Administration may determine from time to time, provided that the minimum amount of coverage shall include but not be limited to \$1,000,000.00 bodily injury and property damage coverage. Said insurance shall also include, but not be limited to, water damage, legal liability, personal injury, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner. Premiums for payment of such insurance shall be paid by the Association and charged as a Common Expense.

14.02 Casualty Insurance:

(I) Purchase of Insurance: The Association shall obtain Fire and Extended Coverage Insurance, Vandalism and Malicious Mischief insurance, and flood insurance sponsored by the Federal Government, insuring all of the insurable improvements within the Condominium Property, including personal property owned by the Association, in and for the interest of the Association and all Unit Owners and their mortgagees, as their interests may appear, in a company acceptable to the Board of Administration, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Administration. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and be charged as a Common Expense. The company or companies, with which the Association shall place its insurance coverage, as herein provided, must be good and responsible companies, authorized to do business in the State of Florida. The Institutional First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property, shall have the right to approve the policies, the company or companies who are the insurers under the insurance placed by the Association, and the amount thereof, and the right to designate and appoint the Insurance Trustee (all rights granted to mortgagee in this paragraph shall be referred to as "Mortgagee's Insurance Rights"). In the absence of the action of said Mortgagee, the Association shall have said right without qualification.

14.03 Deductible - The Board of Administration shall determine the deductible amounts contained in policies of insurance. In the event of a claim for damages under insurance coverage on the Condominium Property, the deductible amounts as contained in the policies of insurance shall be assessable against Unit Owners through special assessments as provided for in the By-Laws of the Association.

MT 8958 Page 836

14.04 Loss Payable Provision - Insurance Trustee: All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners, and their mortgagees, as their interests may appear. Such policies shall be deposited with the Insurance Trustee (which shall be a bank in the State of Florida having trust powers), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal, the sufficiency of policies, the failure to collect any insurance proceeds, nor the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes herein stated, and for the benefit of the Association, the Unit Owners, and their respective mortgagees (hereinafter sometimes collectively referred to as "Beneficial Owners"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(1) Common Elements: Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(2) Condominium Units: Proceeds on account of Units shall be in the following undivided shares:

(a) Partial Destruction - when Units are to be repaired and restored - for the owners of the damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

(b) Total destruction of condominium improvements or where "very substantial" damage occurs and the condominium improvements are not to be restored, as hereinafter provided in this Article XIV, for the owners of all Units, each owner's share being in proportion to his share in the Common Elements appurtenant to his Unit.

(3) Mortgagees: In the event an Institutional First Mortgage encumbers a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

14.05 Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Beneficial Owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(1) Reconstruction or Repair: if the damage, for which the proceeds were paid, is to be repaired and restored, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the Beneficial Owners (or retained, pursuant to Paragraph 14.09 below). All remittances to Unit Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same. Said remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair: If it is determined in the manner herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the Beneficial Owners; remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same. Said remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal

18984 857

property belonging to the Association, and should the Board of Administration determine not to replace **such personal property** as may be lost or damaged, **the proceeds** shall be disbursed to the **Beneficial Owners** as surplus in the manner provided in this Article SIV, or **retained** pursuant to Paragraph **14.08** *infra*.

(3) Certificate: In making **distribution** to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to **the names** of the Unit Owners and their **respective** shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association shall forthwith deliver such certificate.

14.06 Loss Within a Single Unit: If loss shall occur within a single Unit without damage of the **Common Elements**, the insurance proceeds shall be distributed to the beneficial Unit **Owner** with remittances to said Unit Owner and his mortgagee being payable jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same; provided, however, such remittance shall be made solely to an **Institutional First Mortgagee** in the event its mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. Upon the payment of such remittance, the Unit Owner shall be fully responsible for the restoration of his Unit.

14.07 Loss Less than "Very Substantial": Where a loss or damage occurs to more than one Unit, to the **Common Elements**, or to any Unit or Units and the **Common Elements**, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair or restore the damage caused by said loss. Where such loss or damage is less than "very substantial":

(1) The Board of Administration shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the **Common Elements**, with no, or inconsequential damage or **loss** to any individual Unit and if such damage or loss to the **Common Elements** is less than \$3,000, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) Subject to the provisions of subparagraph (6) *infra*, if the damage or loss involves any individual Unit as well as the **Common Elements**, or if the damage is limited to the **Common Elements** alone, but is in excess of \$3,000, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association; provided, however, that upon **the** request of the **Institutional First Mortgagee**, having the **highest** dollar indebtedness on Units in the Condominium Property, the written approval shall also be required of the **Institutional First Mortgagee**. Should written approval be required as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid **Institutional First Mortgagee**, if said **Institutional First Mortgagee's** written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and **walvers** of mechanics' liens to the Insurance Trustee, and execute any affidavit required by law or by the Association, the **aforesaid Institutional First Mortgagee**, or the Insurance Trustee, and deliver same to **the** Insurance Trustee. In addition to the foregoing, the **Institutional First Mortgagee** whose approval may be required, as **aforesaid**, shall have the right to **require** the Association to obtain a **completion, performance, and payment** bond in an amount and with a bonding company **authorized** to do business in the State of Florida which is acceptable to said Mortgagee.

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

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(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special Assessment against all Unit Owners in proportion to the Unit Owners' share in the Common Elements, for that portion of the deficiency as is attributable to the cost of restoration of the Common Elements, and against the individual Unit Owners, for that portion of the deficiency as is attributable to his individual Unit; provided, however, that, if the Board of Administration finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual Unit which has been damaged, then the Board of Administration shall levy the Assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' share in the Common Elements, just as though all of said damage had occurred in the Common Elements. The special Assessment funds shall be delivered by the Association to the Insurance Trustee and added, by said Trustee, to the proceeds available for the repair and restoration of the property.

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

14.08 "Very Substantial Damage": As used in this Declaration, or any other context dealing with this Condominium, the term "Very Substantial Damage" shall mean loss or damage whereby three-quarters (3/4) or more of the total unit space comprising the Condominium Property is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance becomes payable. The Board of Administration shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "Very Substantial Damage" occur, then:

(1) If such Very Substantial Damage has occurred and in the absence of any determination to abandon the Condominium as herein provided, then all of the insurance proceeds payable on account of such Very Substantial Damage shall be held by the Insurance Trustee solely for the benefit of Unit Owners (and their mortgagees).

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

(a) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by Unit Owners to replace insurance proceeds paid over to the Institutional First Mortgagees, are sufficient to cover the cost thereof so that no special Assessment is required, then the Condominium Property shall be restored and repaired unless three-fourths (3/4) of the total votes of the members of the Condominium shall vote to abandon the Condominium, in which case the condominium properly shall be removed from the provisions of the law, in accordance with the Statutes of the State of Florida.

(b) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by Unit Owners to replace insurance proceeds paid over to the Institutional First Mortgagees, are not sufficient to cover the cost thereof so that a special Assessment will be required, as set forth above, then a vote will be taken of the membership of this Condominium to determine whether said special

11
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PAGE 889

Assessment should be made, or whether the Condominium should be abandoned. Said Assessment shall be made and the Condominium Property restored and repaired, unless two-thirds (2/3) of the total votes of the members of this Condominium shall vote to abandon, the Association shall immediately levy such special Assessment.

(c) Unless it is determined to abandon the Condominium, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The special Assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as hereinabove provided. To the extent that any insurance proceeds are paid over to Institutional First Mortgagees, and in the event it is determined not to abandon the Condominium and to vote a special Assessment, the Unit Owner shall be obliged to replenish the funds so paid over to his mortgagee, and said Unit Owner and his Unit shall be subject to special Assessment for such sum.

(3) In the event any dispute shall arise as to whether or not "Very Substantial Damage" has occurred, it is agreed that such a finding made by the Board of Administration shall be binding upon all Unit Owners (but not upon Institutional First Mortgagees).

14.09 Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Administration, unless the Institutional First Mortgagee owning and holding the highest dollar indebtedness on Units in the Condominium Property requires distribution. In the event of distribution, then the Insurance Trustee shall distribute such balance to the Beneficial Owners of the fund in the manner elsewhere stated.

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

14.11 Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Administration which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.

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

14.13 Institutional Mortgagee's Right to Advance Premiums: Should the Association fail to pay Insurance premiums required hereunder when due, or should the Association fail to comply with other insurance requirements of the mortgagee(s), said institutional mortgagee(s) shall have the right, at its option to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual Unit owners for the payment of such item of Common Expense.

14.14 Workmen's Compensation policy to meet the requirements of law.

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

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14.16 Each individual Unit Owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own Unit, and for purchasing insurance upon his own personal property, and living expense insurance.

14.17 Anything in this Article XIV to the contrary notwithstanding, an Institutional First Mortgagee shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged Unit in the same share as the share in the Common Elements appurtenant to such Unit, in the event: (a) its mortgage is not in good standing and is in default; or, either, (b) the insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or (c) it is determined to restore, repair or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such change or alteration.

14.18 Condemnation:

(1) Deposit of Awards with Insurance Trustee: The taking of Condominium Property by condemnation shall be deemed to be a casualty and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Administration a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

(2) Determination Whether to Continue Condominium: Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

(3) Disbursement of Funds: If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after casualty'. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned Units will be made whole and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

(4) Unit Reduced But Tenantable: If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

(a) Restoration of Unit: The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the Unit.

(b) Distribution of Surplus: The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

(c) Adjustment of Shares in Common Elements: If the floor area of the Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the

taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

(5) Unit Made Untenantable: If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) Payment of Award: The award shall be paid first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages due from those Units which are not tenantable; and then jointly to the Unit Owners and mortgagees of Units not tenantable in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments previously reserved for Institutional First Mortgagees; and the balance, if any, to repairing and replacing the Common Elements.

(b) Addition to Common Elements: The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Administration provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(c) Adjustment of Shares in Common Elements: The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total of the numbers representing the shares of these owners as they exist prior to the adjustment.

(d) Assessments: If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those owners in the Common Elements after the changes affected by the taking.

(e) Arbitration: If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice by either party, the value shall be determined by arbitration in accordance with the existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the owners in the Common Elements as they exist prior to the changes affected by the taking.

(6) Taking of Common Elements: Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board of Administration; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a Unit, the distribution shall be paid jointly to the owner and the mortgagees of the Unit.

REC-815-8 PAGE 892

(7) **Amendment of Declaration:** The changes in Units, in the Common Elements and in the **ownership** of the Common Elements that are **affected** by condemnation shall be evidenced by an **amendment** of this Declaration of **Condominium** that need be approved only by a majority of all Directors of the Association.

XV. Sales, Rental, Lease or Transfer

15.01 In the event **any** Unit Owner wishes to sell, transfer, rent or lease his Unit, the Association shall have the option to purchase, rent or lease said Unit, upon the same conditions as are **offered** by the Unit Owner to a third person. Any attempt to sell, rent or lease said Unit without prior approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee; provided, however, any deed or lease may be **validated** by subsequent approval of the Association in the event of a sale or lease without prior approval as herein provided.

15.02 Should a Unit Owner wish to sell, transfer, lease or rent his Unit, he shall, before accepting any offer to purchase, sell, lease or rent his Unit, deliver to the Board of Administration a written notice containing the terms of the offer he has received and wishes to accept, the name and address of the **person(s)** to whom the proposed sale, lease or transfer is to be made and such other information (to be requested within five **(5)** days from receipt of such notice) as may be required by the Board of Administration.

15.03 The Board of Administration, within ten (10) days after receiving such notice and such supplemental information as is required by the Board of Administration, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the Unit Owner's Unit (or mailed to the place designated by the Unit Owner in his notice), designate the Association, or one or more persons, other than Unit Owners, who are willing to purchase, lease or rent upon the same terms as those specified in the Unit Owner's **notice**.

15.04 The stated designee of the Board of Administration shall have fourteen (14) days from the date of the notice sent by the Board of Administration within which to make a **binding** offer to buy, lease or rent upon the same terms and conditions specified in the Unit Owner's notice. Thereupon, the Unit Owner shall either, accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Administration. Failure of the **Board** of Administration to designate such **person(s)** or failure of such **person(s)** to make such **binding** offer within the said fourteen (14) day **period**, shall be deemed consent by the Board of Administration to the transaction specified in the Unit Owner's notice, and the Unit Owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant named therein within sixty (60) days after his notice was given.

15.05 In the event the sale to a third party is approved by the Board of Administration, but is not ultimately consummated or the Unit Owner **withdraws** his offer to the Association or rejects the offer of the stated designee of the Association, the Unit Owner may not sell, lease or rent his Unit without further complying **with** the terms and conditions of **this Article XV**.

15.06 The consent of the Board of Administration shall be in proper recordable form, signed by two **(2)** **officers** of the Association and shall be delivered to the purchaser or lessee. Should the Board of Administration fail to act, as herein set **forth**, and within the time provided herein, the Board of **Administration** shall, **nevertheless**, thereafter **prepare** and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of **title** or interest whatsoever shall be deemed valid **without the consent of** the Board of **Administration** as herein set **forth**.

15.07 The sub-leasing **or** sub-renting of a Unit Owner's **interest** shall be subject to the **same** limitations as are applicable to the leasing or

MT 8988 PAGE 893

renting thereof. The association shall have the right to require, that a substantially **uniform** form of lease. or **sub-lease**, be used or, in the alternative, the Board of Administration's approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, entire Units may be rented provided the occupancy is only by the lessee, his family and guests. No individual rooms may be **rented** and no transient **tenants** may be accommodated.

15.08 If a corporate entity is the owner of a Unit, it may designate the occupants of the Units as it desires and for such **period** of time as it desires without compliance with the provisions of this Article XV. The foregoing shall not be deemed an assignment or sub-leasing of a Unit.

15.09 No fee shall be charged in **connection** with the proposed transfer or **approval** in excess of the, **expenditures** reasonably required which shall not exceed Fifty Dollars (\$50.00).

15.10 Anything in this Article XV to the contrary notwithstanding, should any Unit or Condominium Parcel at any time become subject to an Institutional First Mortgage, **the** holder thereof, upon becoming the owner of said Condominium Parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee shall have the unqualified right to sell, lease or otherwise transfer said Unit, including the fee ownership thereof, without prior offer to the Board of Administration.

15.11 This Article shall not be applicable to the Developer which is irrevocably **empowered** to sell, lease or rent Units to any lessees or purchasers. The said Developer shall have the right to transact any business necessary to consummate sales of **said** Units, including, but not limited to the, right to maintain model Units, have signs; employees in the offices, use the Common Elements and show Units. Sales offices, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer.

XVI. Limitation of Liability

16.01 The liability of the **owner** of a Unit for Common Expenses is limited to the amount for which he is assessed for Common Expenses from time to time in accordance with this Declaration and the By-laws.

16.02 The owner of a Unit may be personally liable for the acts or omissions of the Association in relation to the use of the **Common** Elements but only to the extent of his pro rata share of that liability in the same percentage as his interest in the Common Elements, and then in **no** case shall that liability exceed the value of his Unit.

16.03 In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners and they shall have the right to intervene and defend.

XVII. Liens

17.01 Subsequent to recording the Declaration and while the **property remains** subject to **the** Declaration, **no** liens of any nature **are** **valid** against **the** **Condominium Property** as a whole except with **the** unanimous consent of the Unit Owners. During this period, liens may arise or be created only against individual Condominium Parcels.

17.02 Labor performed or materials furnished to a Unit shall not be the basis for **the** filing of a lien pursuant to the Mechanics' Lien Law against the Unit or **Condominium** Parcel of any Unit Owner not **expressly** consenting to or requesting **the** labor or materials. Labor performed or materials furnished to **the** Common Elements are not the basis for a lien on the Common Elements, but if **authorized** by the Association, the labor or materials are deemed to **be** performed or furnished with the **express** consent of each Unit Owner and may be the basis for the filing of a lien against all **Condominium** Parcels in the proportions for which the owners are liable for Common Expenses.

REC-8988 P. 8994

17.03 If a lien against two (2) or more Condominium Parcels becomes effective, each owner may relieve his Condominium Parcel of the lien by exercising any of the rights of a property owner under F.S. Chapter 713, or by payment of the proportionate amount attributable to his Condominium Parcel. Upon the payment, the lienor shall release the lien of record for that Condominium Parcel.

XVIII. The Association

18.01 The document creating the Association is attached hereto and made a part hereof as Exhibit "D". The operation of the condominium property shall be governed by the By-Laws of the Association, a copy of which are attached hereto and made a part hereof as Exhibit "E". The By-Laws may be modified or amended as provided therein. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel. Defects or omissions in the By-Laws shall not affect the validity of the Condominium or the title to Units.

18.02 The operation of this Condominium shall be by the Association. The owners of Units shall be members of the Association. The officers and Directors of the Association have a fiduciary relationship to the Unit Owners.

18.03 The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, managements, and operation of the Condominium Property. After control of the Association is obtained by Unit Owners other than the Developer, the Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including, but not limited to, the Common Elements, the roof and structural components of a building or other improvements, mechanical, electrical, and plumbing elements serving an improvement or a building, representations of the Developer pertaining to any existing or proposed commonly used facilities, and protesting ad valorem taxes on commonly used facilities. The Association has the authority to maintain a class action; the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of any individual Unit Owner or class of Unit Owners to bring any action which may otherwise be available.

18.04 A Unit Owner does not have any authority to act for the Association by reason of being a Unit Owner.

18.05 The powers and duties of the Association include those set forth in this section and those set forth in the Declaration and By-Laws if not inconsistent with this Declaration and the law.

18.06 The Association has the irrevocable right to access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements, or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units.

18.07 The Association has the power to make and collect Assessments, and to lease, maintain, repair, and replace the Common Elements.

18.08 The Association shall maintain accounting records for the Condominium according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually to Unit Owners or their authorized representatives. Failure to permit inspection of the Association's accounting records by Unit Owners or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the books and records who, directly or indirectly, knowingly denies access to the books and records for inspection. The records shall include, but are not limited to:

RE 8988 REC 895

(1) A record of all receipts and expenditures.

(2) An account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account, and the balance due.

18.09 The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey them.

18.10 The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the Common Elements. A copy of each policy of insurance in effect shall be made available for inspection by Unit Owners at reasonable times.

18.11 The Association has the authority without the joinder of any Unit Owner, to modify or move any easement for ingress and egress or for the purposes of utilities if the easement constitutes part of or crosses the Condominium Property. This subsection does not authorize the Association to modify or move any easement created in whole or in part for the use or benefit of anyone other than the Unit Owners, or crossing the property of anyone other than the Unit Owners, without their consent or approval as required by law or the instrument creating the easement.

XIX. Membership in Association

19.01 The Association was created to perform the acts and duties of the management of the Units and Common Elements defined and described in this Declaration, and to levy and enforce collection of Assessments necessary to perform said acts and duties.

19.02 All Unit Owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said Units.

XX. Maintenance; Limitation Upon Improvement

20.01 Maintenance of the Common Elements is the responsibility of the Association.

20.02 There shall be no material alteration or substantial additions to the Common Elements except in a manner provided in this Declaration.

20.03 A Unit Owner shall not make any alterations to his Unit which would remove any portion of or make any additions to Common Elements or do anything which would adversely affect the safety or soundness of the Common Elements or any portion of the Condominium Property which is to be maintained by the Association.

XXI. Recreational Facilities

The recreational facilities depicted on Exhibit "F" attached are declared as part of the Condominium and designated as Common Elements. All of the existing Unit Owners in the Association, shall have the non-exclusive use of the subject recreational facilities as Common Elements of the Condominium Property, together with mutual ingress and egress easements over the unimproved Common Elements of the Condominium Property so as to enable Unit Owners who are members of the Association to gain access thereto.

XXII. Common Expenses and Common Surplus

22.01 Common Expenses include the expenses of the operation, maintenance, repair, or replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expense by this Declaration, the documents creating the Condominium, or the By-laws.

411 8958 P&E 896

22.02 Funds for the payment of Common Expenses shall be assessed against Unit Owners in the proportions or percentages provided in the Declaration. Unit owners' shares of Common Expenses shall be in the same proportions as their ownership interest in the Common Elements.

22.03 Common Surplus is owned by Unit Owners in the same shares as their ownership interest in the Common Elements.

XXIII. Assessments; Liability; Lien and Priority; Interest, Collection.

23.01 A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

23.02 The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made.

23.03 Assessments and installments on them not paid when due bear interest from the date when due until paid at the rate of ten percent (10%) per annum, and at the sole discretion of the Board of Administration, a late charge of TWENTY-FIVE DOLLARS (\$25.00) shall be due and payable.

23.04 (1) The Association shall have a lien on each Condominium Parcel for any unpaid Assessments, together with all sums advanced and paid by or on behalf of the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by or on behalf of the Association to protect and preserve its lien, with interest and for reasonable attorney's fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of Broward County, Florida.

(3) Notwithstanding anything to the contrary contained within this Article XXIII, as to priority between the lien of a recorded mortgage and the lien for an Assessment, the lien for Assessment shall be subordinate and inferior to the lien of any Institutional First Mortgage recorded prior to the recording of the Claim of Lien of the Association regardless of when said Assessment was due, but not to the lien of any other mortgage.

23.05 (1) The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The remedies provided herein shall be non-exclusive and cumulative and shall not exclude any other remedy available to the Association by this Declaration, law or otherwise.

(2) If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the Unit Owner shall pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.

(3) The Association has the power to purchase the Condominium Parcel at the foreclosure sale and to hold, lease, mortgage and convey it.

23.06 When the mortgagee of a first mortgage of record, or other purchaser, of a Unit obtains title to the Condominium Parcel as a result of foreclosure of the first mortgage, or, as a result of a deed given in lieu of foreclosure of such mortgage, such acquirer of title and his successors and assigns shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to the Condominium Parcel or chargeable to the former Unit Owner of the parcel which became due prior

FILE 8988 PAGE 897

to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners including such acquirer, his successors and assigns. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during that period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of any or all of the Common Expenses coming due during the period of such ownership.

23.07 Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage of record or by acceptance of a deed in lieu of foreclosure, as specifically provided herein, including, without limitation, persons acquiring title by operation of law, purchasers at judicial sales shall not be entitled to occupancy of the Unit until such time as all unpaid Assessments due and owing by the former Unit Owner have been paid.

23.08 Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him with respect to his Condominium Parcel. The holder of a mortgage or other lien of record has the same right as to any Condominium Parcel upon which he has a lien.

23.09 No Unit Owner may be excused from the payment of his share of the Common Expense of a Condominium unless all Unit Owners are likewise proportionately excused from payment, except as provided in Article 23.06 and in the following cases:

(1) The Developer shall be excused from the payment of the share of the Common Expenses and Assessments related to those Units it owns for a period of time commencing with the recordation of this Declaration of Condominium and terminating no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit occurs. However, the Developer must pay the portion of Common Expenses incurred during that period which exceeds the amount assessed against other Unit Owners.

(2) The Developer or other person owning Units or having an obligation to pay Condominium Expenses shall be excused from the payment of its share of the Common Expense which would have been assessed against those Units during the period of time that it shall have guaranteed that the Assessment for Common Expenses of the Condominium imposed upon the Unit Owners, other than the Developer, would not increase over a stated dollar amount and provided the Developer shall have obligated itself to pay any amount of Common Expenses incurred during that period and not produced by the Assessments at the guaranteed level receivable from other Unit Owners.

XXIV. Obligations and Restrictions of Members and Owners

In addition to the other obligations and duties heretofore set forth in this Declaration, every Unit Owner shall:

24.01 Promptly pay the Assessments levied by the Association.

24.02 Maintain in a clean and sanitary manner, and repair, his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the Unit or Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit.

24.03 Not use or permit the use of his Unit for any purpose other than as a single family residence for himself and the members of his family and social guests.

24.04 Not permit or suffer anything to be done or kept in his Unit which would increase the insurance rates on his Unit or the Common Elements, or which will obstruct or interfere with the rights of other

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members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements.

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

24.06 Make no alteration, decoration, repair, replacement, or change of the Common Elements or to any outside or exterior portion of the building.

24.07 Allow the Board of Administration or the agents and employees of the Association to enter any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within Units or the Common Elements, or in case of emergency threatening Units or the Common Elements, or to determine compliance with this Declaration.

24.08 Show no sign, advertisement, or notice of any type on the Common Elements or his Unit, and erect no exterior antennas and aerials.

24.09 Abide by any regulations regarding children as may be established by the Association.

24.10 Make no repairs to any plumbing or electrical wiring within a Unit except by plumbers or electricians authorized to do such work by the Board of Administration. Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligation of the owner of the Unit. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the Common Elements.

24.11 Return the "Condominium Parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his Condominium Parcel. For the purposes of ad valorem taxation, the interest of the owner of a "Condominium Parcel" in his "Condominium Unit" and in the "Common Elements" shall be considered as a Unit. The value of said Unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said Unit in Exhibit "C" of this Declaration. The total of all said percentages equals 100% of the value of all of the land and improvements thereon.

24.12 Use the parking spaces specifically assigned to him.

24.13 Not place screens, jalousies or other enclosures of any type on balconies or terraces or other parts of the building.

24.14 Not divide or subdivide a Unit for purpose of sale or lease, except that a Unit may be combined with a contiguous Unit and occupied as one dwelling Unit.

24.15 Not hang any laundry, garments, or other objects which are visible from outside of the Unit, except for draperies, blinds, shades, or other suitable window coverings. Decorative window coverings shall not include any type of reflective or tinted film on any glass windows or doors.

24.16 Not allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided therefor, so that each Unit and the Common Elements shall at all times remain in a clean and sanitary condition.

24.17 Not make any use of a Unit that violates any laws, ordinances, and regulations of any governmental body having jurisdiction thereof.

24.18 A Unit Owner may keep one domestic pet or animal on the Condominium Property, so long as such domestic pet or animal does not, when fully grown, weigh more than twenty (20) pounds, constitute a nuisance.

ance and unreasonably interfere with the quiet enjoyment of the premises by the other Unit Owners and, provided further, that such domestic pets or animals are maintained pursuant to the rules and regulations promulgated by the Board of Administration.

24.19 A tenant of any Unit Owner or of the Developer shall have the same right to use the recreational facilities as the Owner of said Condominium Parcel has. In no event shall any individual or family other than the individual or family residing in the Unit and their guests be entitled to use said recreational facilities.

24.20 Each Unit Owner and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the Declaration, the documents creating the Association, and its By-Laws.

XXV. Transfer of Association Control

25.01 When Unit Owners, other than the Developer, own fifteen percent (15%) or more of the Units in this Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Administration. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration:

(1) Three (3) years after Fifty Percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(2) Three (3) months after Ninety Percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(3) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or,

(4) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Administration as long as the Developer holds for sale in the ordinary course of business at least 9 Units in the Condominium.

25.02 If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(1) Assessment of the Developer as a Unit Owner for capital improvements.

(2) Any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

XXVI. Association's Right to Amend The Declaration of Condominium

26.01 If there is an omission or error in this Declaration of Condominium, or in other documents required by law to establish this Condominium, the Association may correct the error or omission, by an amendment to the Declaration, or the other documents required to create the Declaration. The amendment is effective when passed, approved, and a certificate of the Amendment is executed and recorded as provided in the condominium Act. This procedure for amendment cannot be used if such an amendment would materially adversely affect property rights of Unit Owners, unless the affected Unit Owners consent in writing. This

sub-section does **not** restrict the powers of the Association to otherwise amend the Declaration, or other documentation, but authorizes a simple process of amendment requiring a lesser vote for the purpose of curing defects, errors, or omissions when the properly rights of Unit Owners are not materially or adversely affected.

26.02 If there is an omission or error in this Declaration of Condominium, or other documents required to establish the Condominium which would affect the valid existence of the Condominium and which may not be corrected by the amendment procedures in this Declaration or Florida Statutes, then the Circuit Courts have jurisdiction to entertain petitions of one or more of the Unit Owners therein, or of the Association, to correct the error or omission, and the action may be a class action. The court may require that one or more methods of correcting the error or omission be submitted to the Unit Owners to determine the most acceptable correction. All Unit Owners and the Association must be joined as parties to the action. Service of process on owners may be by publication, but the Plaintiff shall furnish all Unit Owners personally served with process with copies of the petition and final decree of the court by certified mail, return receipt requested, at their last known residence address. If an action to determine whether the Declaration or other Condominium documents comply with the mandatory requirements for the formation of a Condominium contained in Florida Statutes is not brought within three (3) years of the filing of the Declaration, the Declaration and other documents shall be effective under Florida Statutes to create a condominium, whether or not the documents substantially comply with the mandatory requirements of the Condominium Act. However, both before and after the expiration of this three (3) year period, Circuit Courts have jurisdiction to entertain petitions permitted under the Condominium Act for the correction of the documentations, and other methods of amendment may be utilized to correct the errors or omissions at any time.

XXVII. Manager

The Association may, in the sole discretion of the Board of Administration, have a manager whose duties and salary shall be prescribed by the Board of Administration. The manager's salary shall be paid by the Association and assessed as a monthly maintenance or management charge.

XXVIII. Management Agreement

The Association has entered into a Management Agreement, a copy of which is attached hereto as Exhibit "F". Each Unit Owner, his heirs, successors, personal representatives and assigns shall be bound by the said Management Agreement to the same extent and effect as if he had executed said Agreement for the purposes therein expressed, including, but not limited to, adopting, ratifying and confirming to the execution thereof by the Association; covenanting to perform each of the undertakings to be performed by Unit Owners; and agreeing that the persons acting as directors and officers of the Association entering into such Management Agreement have not breached any of their duties to the Association. It is specifically recognized that the persons comprising the initial directors and officers of the Association may be affiliated with the management corporation through ownership or otherwise and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association or Unit Owners, nor as possible grounds to invalidate the Management Agreement in whole or in part.

XXIX. Rights Reserved Unto Institutional, First Mortgagees

So long as any Institutional First Mortgagee or Institutional First Mortgagees shall hold any mortgage upon any Unit or Units, or shall be the owner of any Unit or Units, such Institutional First Mortgagee or Institutional First Mortgagees shall have the following rights, to-wit:

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

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

29.03 To be given notice of default in the payment of any Assessments by any member owning any Unit encumbered by a mortgage held by any Institutional First Mortgagee or Institutional First Mortgagees, such notice to be given in writing and sent to the principal office of such Institutional First Mortgagee or Institutional First Mortgagees, or to the place which it or they may designate in writing to the Association.

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

29.05 Whenever any Institutional First Mortgagee or Institutional First Mortgagees desire the provisions of this Article to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the Institutional First Mortgagee owning and holding the highest dollar indebtedness on Units in the Condominium Property, which written notices shall identify the Condominium Parcel or Condominium Parcels upon which any such Institutional First Mortgagees hold any mortgage or mortgages, or identifying any Condominium Parcel owned by them, or any of them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the Association to such Institutional First Mortgagee or Institutional First Mortgagees.

29.06 Premiums for insurance required to be placed by the Association shall be a Common Expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the Institutional First Mortgagee owning and holding the total highest dollar indebtedness against the Condominium Parcels in the Condominium Property, then said Institutional First Mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the monies so advanced, plus interest thereon at the highest legal rate, said mortgagee shall be subrogated to the Assessment and lien rights of the Association as against individual Unit Owners for the payment of such items of Common Expense.

29.07 If two (2) or more Institutional First Mortgagees hold any mortgage or mortgages upon any Condominium Parcel or Condominium Parcels, and/or shall be the owner of any Condominium Parcel or Condominium Parcels, the exercise of the rights above-described, or manner of exercising said rights shall vest in the Institutional First Mortgagee holding the total highest dollar indebtedness against Condominium Parcels in the Condominium Property, and the decision of such Institutional First Mortgagee shall be controlling.

XXX. Miscellaneous

30.01 If any provisions of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence,

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clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Declaration, the By-Laws attached or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase, or work in other circumstances shall not be affected thereby.

30.02 Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by regular mail, at their place of residence in the Condominium, unless the Unit Owner has, by written notice, duly received for, specified a different address. Notices to the Association shall be delivered by regular mail to the registered agent. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

30.03 Each Unit Owner and the Association shall be governed by and shall comply with the Condominium Act and this Declaration and By-Laws as they may exist from time to time. Failure to do so shall entitle the Association or any other Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association or in a proper case by or against one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Such relief shall not be exclusive of other remedies provided by law.

30.04 Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of the Condominium in accordance with the laws made and provided for the same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a Unit Owner.

30.05 This Declaration and all Exhibits hereto shall be binding upon and inure to the benefit of each Unit Owner, their heirs, personal representatives, successors, assigns and grantees and any and all persons claiming by, through or under any Unit Owners.

30.06 The heading and captions used herein are for reference purpose only, are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto.

IN WITNESS WHEREOF, FLORIDA COMMUNITIES OCEANSIDE, a Joint Venture comprised of Zaremba Pompano Co., an Ohio corporation authorized to do business in the State of Florida, and Sentinel Communities, Inc., a Florida corporation, has caused presents to be signed in its name and on its behalf by the appropriate corporate officers of the members of the Joint Venture on this 20 day of May, ~~1979~~ 1980

Signed, Sealed and Delivered in the presence of:

FLORIDA COMMUNITIES OCEANSIDE

David P. Reed
David P. Reed

BY: ZAREMBA POMPANO CO.

BY: [Signature]
Executive Vice President

ATTEST:

[Signature]
Assistant Secretary

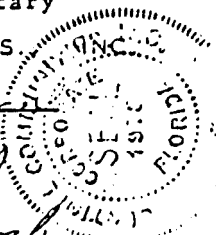
BY: SENTINEL COMMUNITIES

David P. Reed
David P. Reed

BY: [Signature]
Vice President

ATTEST:

[Signature]
Secretary



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BROWARD
COUNTY OF ~~DADE~~)

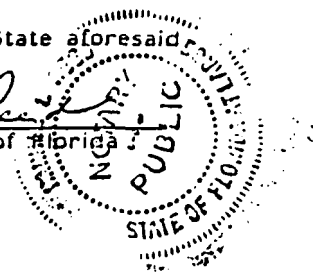
Execuciva Vice President

*Assistant

BEFORE ME, the undersigned authority, personally appeared Lanny Kalik, as ~~President~~, and Brenda Weidman, as ~~Secretary~~, of ZAREMBA POMPANO CO., a Florida corporation, to me known and known to me to be the individuals who executed the foregoing instrument as such officers, and they duly acknowledged before me that they executed the same as such officers as the act and deed of said corporation for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State aforesaid, this 21 day of May, ~~1979~~ 1980.

Kenneth L. Reed
Notary Public, State of Florida



My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 12 1981
BONDED THROUGH GENERAL INS. UNDERWRITERS

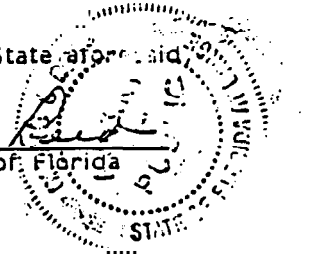
STATE OF FLORIDA)
BROWARD :
COUNTY OF ~~DADE~~

Vice

BEFORE ME, the undersigned authority, personally appeared David J. Richardson, as ~~President~~, and Mavis P. Lamb, as Secretary, of SENTINEL COMMUNITIES, INC., a Florida corporation, to me known and known to me to be the individuals who executed the foregoing instrument as such officers, and they duly acknowledged before me that they executed the same as such officers as the act and deed of said corporation for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State aforesaid, this 20 day of May, ~~1979~~ 1980.

Kenneth L. Reed
Notary Public, State of Florida



My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 12 1981
BONDED THROUGH GENERAL INS. UNDERWRITERS

FILE 8988 PAGE 904

EXHIBIT "E"

BY-LAWS

OF

THE HAMPTON BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

(A Florida Corporation Not For Profit)

ARTICLE ONE: Organization

1. The name of this organization shall be THE HAMPTON BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

2. The organization may, by a vote of the Unit Owners change its name.

ARTICLE TWO: Purposes

The following are the purposes for which this organization has been established:

1. To serve the recreational and maintenance needs of the owners of the Condominium Parcels constructed upon the real property described on Exhibit "A" of the Declaration of Condominium to which this Exhibit "E" is attached.

2. To maintain, manage, operate, administer and improve the real property upon which the recreational facilities are to be constructed; and, further, to maintain the facilities and improvements, including personal property, thereon.

3. For the purposes set forth in the Articles of Incorporation of this organization and the Declaration of Condominium of THE HAMPTON BEACH CLUB CONDOMINIUM.

4. For such other purpose as the **Board** of Directors may from time to time deem necessary for the efficient operation of the recreational facilities and Common and Limited Common Elements contemplated hereby.

ARTICLE THREE: Meetings of Membership

1. Place: All meetings of the Association membership shall be held at the office of the Association or such other place as may be designated in the notice.

2. Annual Meeting:

(a) The First Annual Meeting shall occur on the date of the month following the month in which Unit Owners other than the Developer, are entitled to elect not less than one-third (**1/3**) of the members of the Board of Directors as provided in Article XXV, Section 25.01, of the Declaration of Condominium.

(b) Regular Annual Meetings, subsequent to the first annual meeting shall be held on the 4th Thursday of January of each year at 7:00 o'clock in the evening of that day. If the day so designated shall fall on a legal holiday, then the meeting shall be held on the first business day thereafter. At least fourteen (14) days prior to the Annual Meeting, written notice shall be mailed by regular mail to each member of the Association at the address appearing on the books of the Association.

(c) At the Annual Meetings, the membership of the Association shall elect, by plurality vote, a Board of Directors and transact such other business as may properly come before the meeting. The Directors so elected at the Annual Meeting shall constitute the Board of Directors until the next Annual Meeting of the members of the Association and the election and qualification of their successors.

3. Membership List: At least fifteen (15) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by Condominium Parcels, shall be prepared by the Secretary of the Association. Such list shall be produced and kept for said fifteen (15) days and during the election at the office of the Association, and shall be open to examination by any member during such period.

4. Special Meetings:

(a) Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by Statute, may be called by the President and shall be called by the President or Secretary at the request, in writing, of members holding not less than twenty-five percent (25%) of the Unit Owners' total votes. Such request shall state the purpose, or purposes, of the proposed meeting.

(b) Written notice of a Special Meeting of members, stating the time, place, and object thereof, shall be mailed by regular mail to each member entitled to vote thereat, at such address as appears on the books of the Association, at least five (5) days before such meeting.

(c) Business transaction at all Special Meetings shall be confined to the purposes stated in the notice thereof.

5. Proxies: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association prior to the meeting. A proxy shall be valid and entitle the holder to vote until revoked, in writing, by the grantor, such revocation to be filed with the Secretary, or upon the expiration of the proxy by its terms, (for example: when it is clear from the terms of the proxy that the grantor gave the proxy for a Specific Meeting or period of time), or until the death or legal incompetence of the grantor. If more than one (1) person owns a Condominium Parcel (such as husband and wife), all must sign the proxy for it to be valid.

6. Quorum: The presence in person or representation by written proxy of the members holding a majority of the Unit Owners' total votes shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by Statute, or by these By-Laws. If, however, such quorum shall not be present, or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

7. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the Unit Owners' total votes present in person or represented by written proxy at such meeting, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Statutes or the Declaration of Condominium or by these By-Laws a different vote is required, in which case such express provision shall govern and control the voting on such issue.

8. Right to Vote and Designation of Voting Member: If a Condominium Parcel is owned by one person, his right to vote shall be established by the recorded title to the Condominium Parcel. If a Condominium Parcel is owned by more than one person, the person entitled to cast the vote for the Condominium Parcel shall be designated in a certificate, signed by all of the recorded owners of the Condominium Parcel, and filed with the Secretary of the Association. If a Condominium Parcel is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Condominium Parcel for the Corporation shall be designated in a certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Condominium Parcel shall be known as the "voting member". If such a certificate is not on file with the Secretary of the Association for a Condominium Parcel owned by more than

one person or by a Corporation, the vote of the Condominium Parcel concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Condominium Parcel, except if said Condominium Parcel is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Condominium Parcel concerned. If a Condominium Parcel is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. As provided herein, the vote of a Condominium Parcel is not divisible.

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the vote for the Condominium Parcel just as though he or she owned the Condominium Parcel individually, and without establishing the concurrence of the absent person.

9. Waiver and Consent: Whenever the vote of member at a meeting is required or permitted by any provision of the Statutes or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if the members holding a majority of the Unit Owners' total votes which would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

10. Order of Business: The proposed Order of Business at all meetings of the Association will be:

- (a) Determination of a Quorum;
- (b) Proof of Notice of Meeting or Waiver of Notice
- (c) Reading of Minutes of Prior Meeting
- (d) Officers' Reports
- (e) Committee Reports
- (f) Unfinished Business
- (g) New Business; and
- (h) Adjournment.

ARTICLE FOUR: Voting

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

2. At all meetings, all votes shall be viva voce, except: (a) where the Chair is unable to determine the outcome of the vote; (b) upon motion made, seconded and passed by the membership to vote otherwise; and (c) for the election of Directors, ballots shall be provided and there shall not appear any place on such ballot any mark or markings that might tend to indicate the person who cast such ballot.

3. For the election of Directors, voting shall be by secret ballot. When voting by ballot (for Directors or otherwise), the Chairman of such meeting, immediately prior to the commencement of balloting, shall appoint a committee of three (3) who shall act as "Inspectors of Election" and who shall, at the conclusion of such balloting, certify in writing the results and such certificate shall be affixed in the Minutes of that meeting.

4. No inspector of election shall be a candidate for office or shall be personally interested in the question voted upon.

ARTICLE FIVE: Board of Directors

1. The business of this Association shall be governed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons as is determined from time to time by the members. All Directors, other than the Developer or his designated agents, shall be members of the Association and shall be residents of the State of Florida. All Directors, other than the Developer or his designated agents, shall reside at the Condominium at least nine (9) months of the year. However, until one of the events in Article XXV, Section 25.01, of the Declaration of Condominium first occurs, all Directors shall be designated by the Developer and need not be members or residents of the State of Florida.

2. The Directors to be chosen for the ensuing year shall be chosen at the Annual Meeting of this Association by plurality vote; and they shall serve for a term of one (1) year.

3. The Board of Directors shall have the control and management of the affairs and business of this Association and shall have the right to establish reserves or assessments for betterment of the Condominium Property. Said Board of Directors shall only act in the name of the Association when it shall be regularly convened by its chairman and after due notice to all Directors of such meeting, except that notice requirements may be dispensed with in the event of an emergency requiring action by the Board of Directors prior to the time notice would run.

4. All meetings of the Board of Directors of the Association shall be open to the members of the Association and notices of such meetings, stating the place and time thereof, shall be posted conspicuously at least forty-eight (48) hours prior to any such meeting to call the members' attention thereto; provided, however, in the event of an emergency, said notice shall not be required.

5. The organizational meeting of a newly elected Board of Directors (at which meeting Officers for the coming year shall be elected) shall be held within ten (10) days of the election of the new Board at such time and place as shall be fixed by the Chairman of the meeting at which they were elected.

6. A majority of the members of the Board of Directors shall constitute a quorum.

7. Each Director shall have one (1) vote and such voting may not be by proxy.

8. The Board of Directors may make such rules and regulations covering its meeting as it may, in its discretion, determine necessary.

9. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

10. Special Meetings of the Board of Directors may be called by the President or, in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of Special Meetings shall state the purpose of the meeting.

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

12. Vacancies in the said Board of Directors shall be filled by a vote of the majority of the remaining members of the Board of Directors for

the balance of the year, unless the vacancy occurs in regard to a Director designated by the Developer who shall thereupon designate a new Director.

13. The President of the Association by virtue of his office shall be Chairman of the Board of Directors and preside at meetings of the Board and the membership,

14. A Director may be removed either with or without cause at any time by a vote of the majority of the Association's membership at any Regular or Special Meeting of the membership of the Association, provided that before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting at which said motion is made, and such Director is given an opportunity to be heard at such meeting should he be present, prior to the vote of his removal. Notwithstanding the foregoing to the contrary, the removal process of Directors herein described shall not apply to Directors elected, appointed or designated by the Developer who may remove any such Director in its sole discretion and who shall thereafter designate the successor Director.

15. The first Board of Directors as designated by the Developer shall consist of :

LOU LEONE
ROBERT JACOBS
ROBERT LINNETT

who shall hold office and exercise all powers of the Board of Directors until the first annual membership meeting as set forth in Article Three, Section 2(a) of these By-Laws; provided any and all of said Directors shall be subject to replacement by the Developer, at its sole discretion, with or without cause.

16. Powers and Duties. The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not prohibited by law or by the Declaration of Condominium, this Association's Articles of Incorporation, or these By-Laws, or directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Declaration of Condominium, this Association's Articles of Incorporation, in these By-Laws, and in the Condominium Act, and all powers incidental thereto.

(b) To make and levy special and regular assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and facilities, and the use and maintenance of the Condominium Parcels therein, and the recreational area and facilities.

(e) To contract for the management of the Condominium and to designate to such contractor all of the powers and duties of the Association, except those which may be specifically required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association; to contract for the management or operation of portions of the Common Elements or facilities susceptible to the separate management or operation thereof; and to lease or concession such portions.

(f) Designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers

of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association, one of whom shall be a Director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors as required.

(g) To enter into and upon the Condominium Parcels when necessary and at as little inconvenience as practical in connection with the maintenance, care and preservation of Common Elements and Condominium owned personal property.

(h) To use and to expend the assessments collected to maintain, care for and preserve the Condominium Parcels, the Common Elements, the Limited Common Elements, and the Condominium Property (other than the interiors of the Condominium Parcels which are to be maintained, cared for and preserved by the individual Condominium Unit Owners).

(i) To pay taxes and assessments levied and assessed against any real property the Corporation might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation.

(j) For the purpose of preservation, care and restoration of Condominium Property, each owner of a Condominium Parcel grants a perpetual easement in the event of an emergency to the then existing Board of Administration or its duly authorized agents to enter into his Condominium Parcel at any reasonable time (or at any unreasonable time if the necessities of the situation should require).

(k) To repair and replace Common Element and Limited Common Element facilities, machinery and equipment.

(l) To insure and keep insured the owners against loss from public liability and to carry such other insurance as the Board of Administration may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declaration of Condominium.

(m) To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Unit Owners for violations of the Declaration of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Administration.

ARTICLE SIX: Officers

1. The Principal Officers of the Association shall be as follows:

President, Vice President, Secretary, and Treasurer.

2. The President shall preside at all membership meetings. He shall, by virtue of his office, be Chairman of the Board of Directors. He shall present at each Annual Meeting of the Association an Annual Report of the work of the Association. He shall appoint all committees, temporary or permanent. He shall see to it that all books, reports, and certificates, as required by law, are properly kept or filed. He shall be one of the Officers who may sign the checks or drafts of the Association. He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.

3. The Vice President shall be a Director and shall, in the event of the absence or inability of the President to exercise his office, become acting President of the Association with all the rights, privileges, and powers of said office.

4. The Secretary shall:

(a) Keep the minutes and records of the Association in appropriate books;

(b) File any certificate required by any Statute, Federal or State;

(c) Give and serve all notices to members of this Association;

(d) Be the official custodian of the records and seal, if any, of this Association;

(e) Be one of the officers required to sign the checks and drafts of the Association;

(f) Present to the membership at any meetings any communication addressed to him as Secretary of the Association.

(g) Submit to the Board of Directors any communications which shall be addressed to him as Secretary of the Association;

(h) Attend to all correspondence of the Association and exercise all duties incident to the office of Secretary.

5. The Treasurer shall:

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

(b) Disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) Collect the Assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) Give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

(f) The duties of the Treasurer may be fulfilled by the Management Firm employed by the Association, and the Management Firm, if any, shall fulfill the duties of the Treasurer as specified in said Management Agreement, and shall have custody of such books of the Association as it determines in its sole discretion, and the foregoing shall include any books required to be kept by the Secretary of the Association.

6. No Officer shall, for reason of his office, be entitled to receive any salary or compensation, but, nothing herein shall be construed to prevent an Officer or Director from receiving any compensation from the Association for duties other than as a Director or Officer.

ARTICLE SEVEN: Salaries

The Board of Directors shall hire and fix the compensation of any and all employees which they, in their discretion, may determine to be necessary in the conduct of the business of the Association. However, no member of the Board of Directors or an Officer of the Association shall be paid any compensation for carrying out their duties.

ARTICLE EIGHT: Committees

All committees of this Association shall be appointed by the majority of the Board of Directors for whatever period of time is designated by said Board of Directors.

ARTICLE NINE: Finances and Assessments

1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by two (2) Officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) Officers of the Association.

2. Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

3. Determination of Assessments.

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments, and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium and recreation facilities. Funds for the payment of common expenses shall be assessed against the Unit Owners in the proportions and percentages of sharing common expenses as provided in the Declaration of Condominium. Said assessments shall be payable monthly in advance unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Unit Owner a statement of said Unit Owner's assessment. All assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

(c) The Board of Directors shall adopt an operating budget for each fiscal year.

4. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors of the Association. All assessment payments by a Unit Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances, as provided herein and in the Declaration of Condominium, and general or special assessments, in such manner and amounts as the Board of Directors determines in its sole discretion.

5. Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the Unit Owner and,

thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.

ARTICLE TEN: Minutes

Minutes of all meetings of the Association and the Board of Directors shall be kept in a businesslike manner and be made available for inspection by Unit Owners and Board members at all reasonable times.

ARTICLE ELEVEN: Compliance and Default

1. In the event of a violation (other than the non-payment of an assessment) by the Unit Owner in any of the provisions of the Declaration of Condominium, of these By-Laws or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional or inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

(a) An action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners;

(b) An action in equity to enforce performance on the part of the Unit Owner; or

(c) An action in equity for such equitable relief may be necessary under the circumstances, including injunctive relief.

2. All Unit Owners shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, of his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Condominium Parcel or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company or rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Unit Owner as a specific item which shall be a lien against said Condominium Parcel with the same force and effect as if the charge were a part of the common expenses.

3. In any proceeding arising because of an alleged default by a Unit Owner, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

4. The failure of the Association or of a Unit 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 Association or Unit Owner to enforce such right, provision, covenant or condition of the future.

ARTICLE TWELVE: Indemnification

The Association shall indemnify every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expense reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Director and Officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein they shall be finally **adjudged** in such action, suit or proceeding to be liable for or **guilty** of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director and Officer may be entitled.

ARTICLE THIRTEEN: Liability Survives Termination of Membership

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

ARTICLE FOURTEEN: Liens

1. All liens against a Condominium Parcel, 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 upon a Condominium Parcel shall be paid before becoming delinquent as provided in these Condominium Documents or by law, whichever is sooner.

2. A Unit Owner shall give notice to the Association of every lien upon his Condominium Parcel, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

3. Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect title of his Condominium Parcel or any part of the property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

4. Failure to comply with this ARTICLE concerning liens will not affect the validity of any judicial sale.

5. The Association may maintain a register of all permitted mortgages, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Board of Directors of the Association may make such change as it deems appropriate against the applicable Condominium Parcel for supplying the information provided herein.

ARTICLE FIFTEEN: Amendments To The By-Laws

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit 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 full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the Unit Owners present in person or by proxy at such meeting.

(c) If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes of the Unit Owners present in person or by proxy at the meeting.

(d) Said amendment shall be recorded and certified as required by the Condominium Act. Notwithstanding anything above to the contrary, until one of the events in Article XXV, Section 25.01, of the Declaration of Condominium occurs, these By-Laws may not be amended without a prior resolution requesting the same amendment from the Board of Directors.

ARTICLE SIXTEEN: Construction

Wherever 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.

The foregoing were adopted as the By-Laws of THE HAMPTON BEACH CLUB CONDOMINIUM ASSOCIATION, INC. at the first meeting of its Board of Directors.

SECRETARY

APPROVED:

PRESIDENT

DESCRIPTION OF CONDOMINIUM PROPERTY

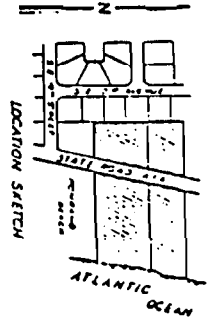
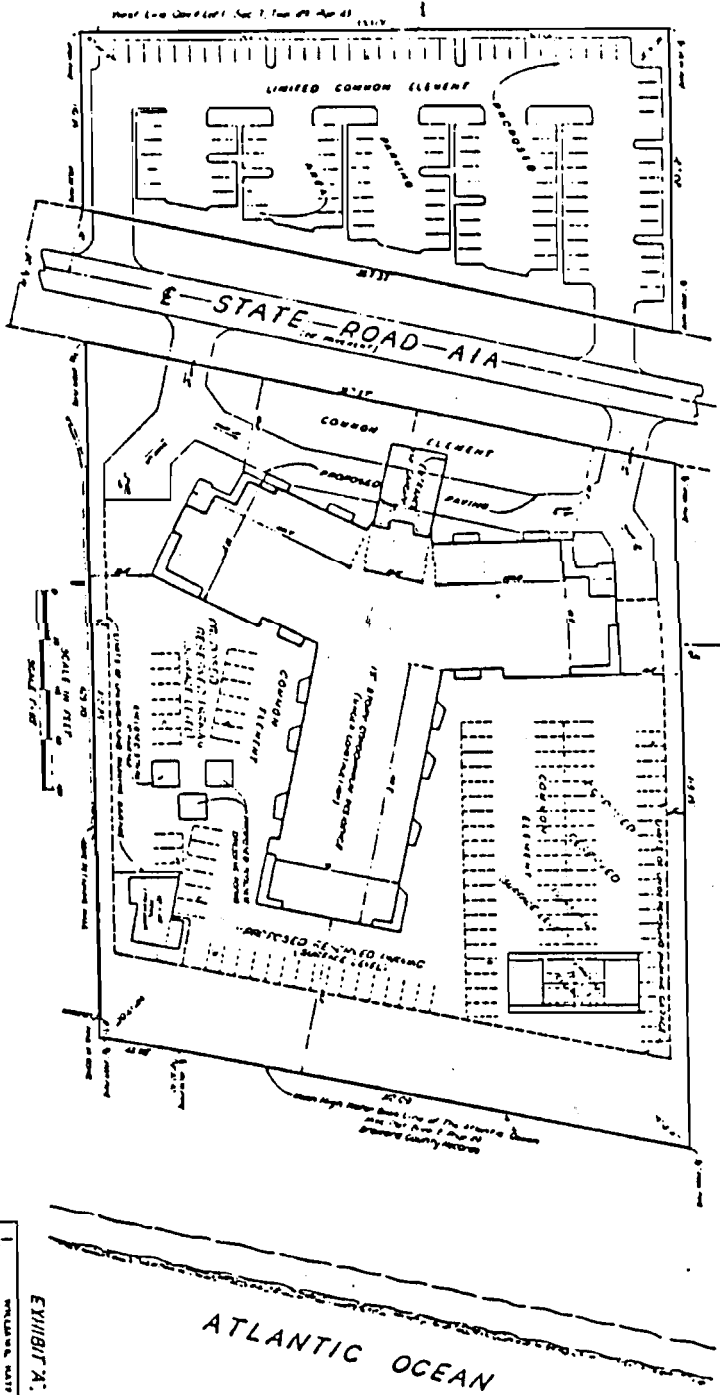
A parcel of land in Government Lot 1, Section 7, Township 40 South, Range 42 East, bounded as follows: On the North by a line parallel to and 400.0 feet Southerly from, measured at right angles to, the East and West quarter section line in Section 6 of said Township and Range; On the South by a line 350 feet Southerly from, measured at right angles to, the North boundary hereof: on the West by the West Line of said Government Lot 1; and on the East by the waters of the Atlantic Ocean, together with such littoral rights as may appertain thereto; subject to the right-of-way of State Road A-1-A, as now laid out, and in use thru the above described parcel. Said lands situate, lying and being in Broward County, Florida.

WILMINGTON BEACH CLUB CONDOMINIUM

Exhibit "A"
Sheet 1

REC-8988 PAGE 905

HAMPTON BEACH CLUB CONDOMINIUM

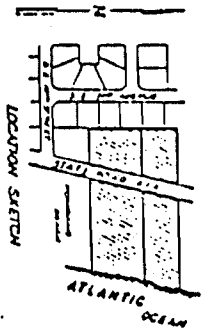
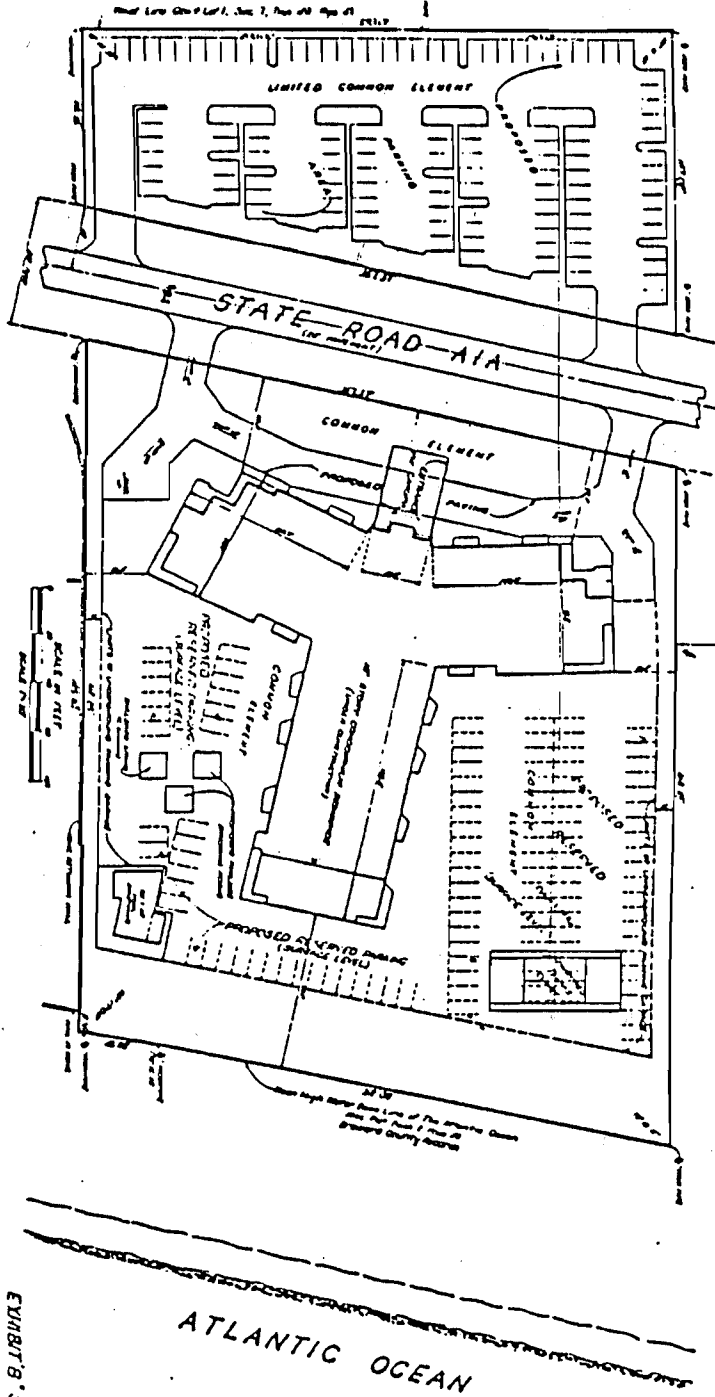


This instrument prepared by me for the purpose of
 showing the location of the
 1777 Atlantic Ocean
 in the State of New Hampshire

NO.	DESCRIPTION	DATE	BY
1
2
3
4
5
6
7
8
9
10

EXHIBIT A, SHEET 2
 WILHELM W. MATTHEIS & SONS, INC.
 SURVEY PLOT PLAN

HAMPTON BEACH CLUB CONDOMINIUM



This document prepared by the Surveyor for the purpose of showing the location of the proposed building on the lot shown on the plan.

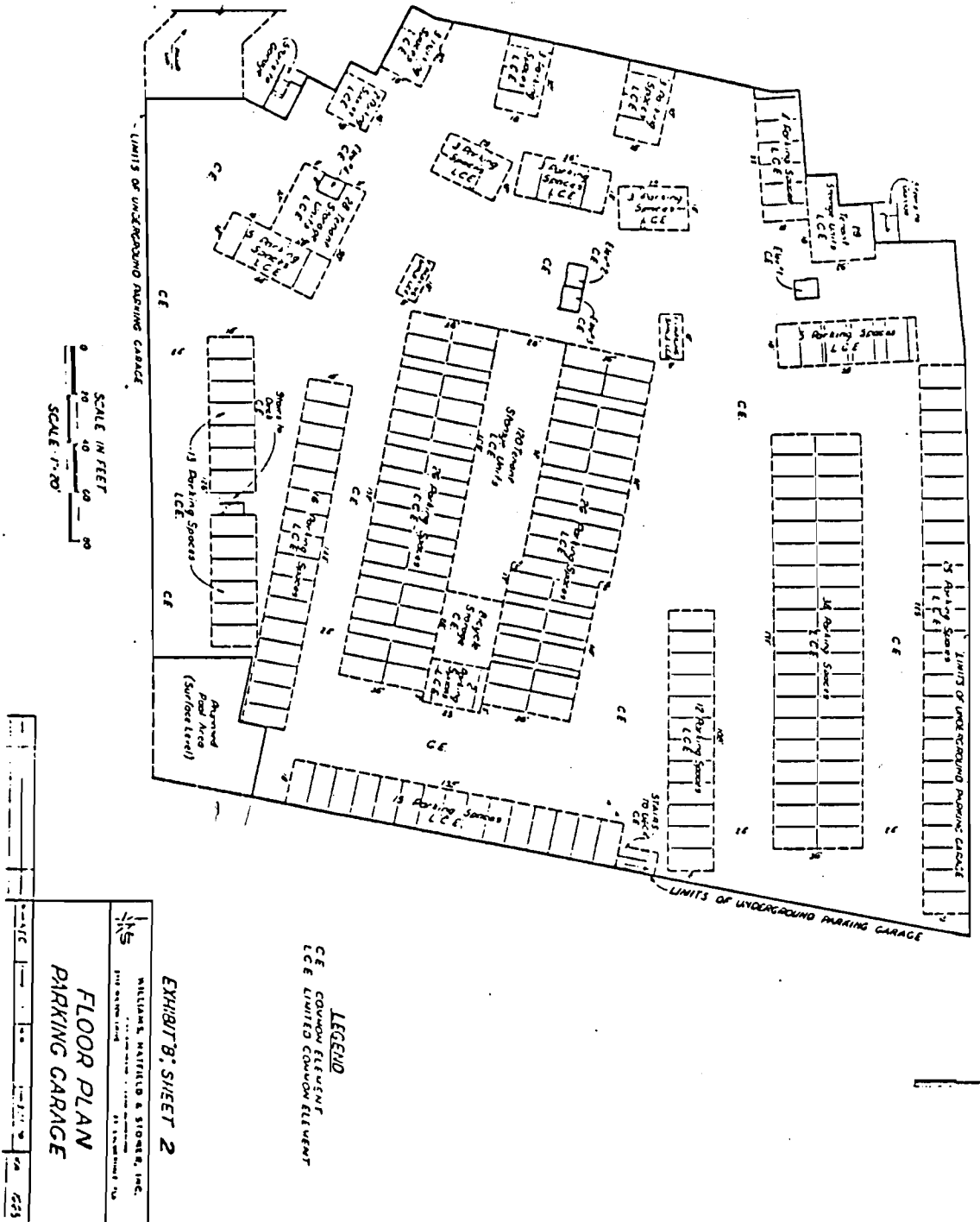
NO.	DATE	DESCRIPTION	BY
1	1/15/78	PREPARED	J. B. SMITH
2	2/15/78	REVISED	J. B. SMITH
3	3/15/78	REVISED	J. B. SMITH
4	4/15/78	REVISED	J. B. SMITH
5	5/15/78	REVISED	J. B. SMITH

SURVEY PLOT PLAN

EXHIBIT B SHEET 1

WILLIAM, MATTHEW & STEVEN, INC.
SURVEYORS
1000 N. W. 10th St.
Fort Lauderdale, Fla. 33304

HAMPPTON BEACH CLUB CONDOMINIUM



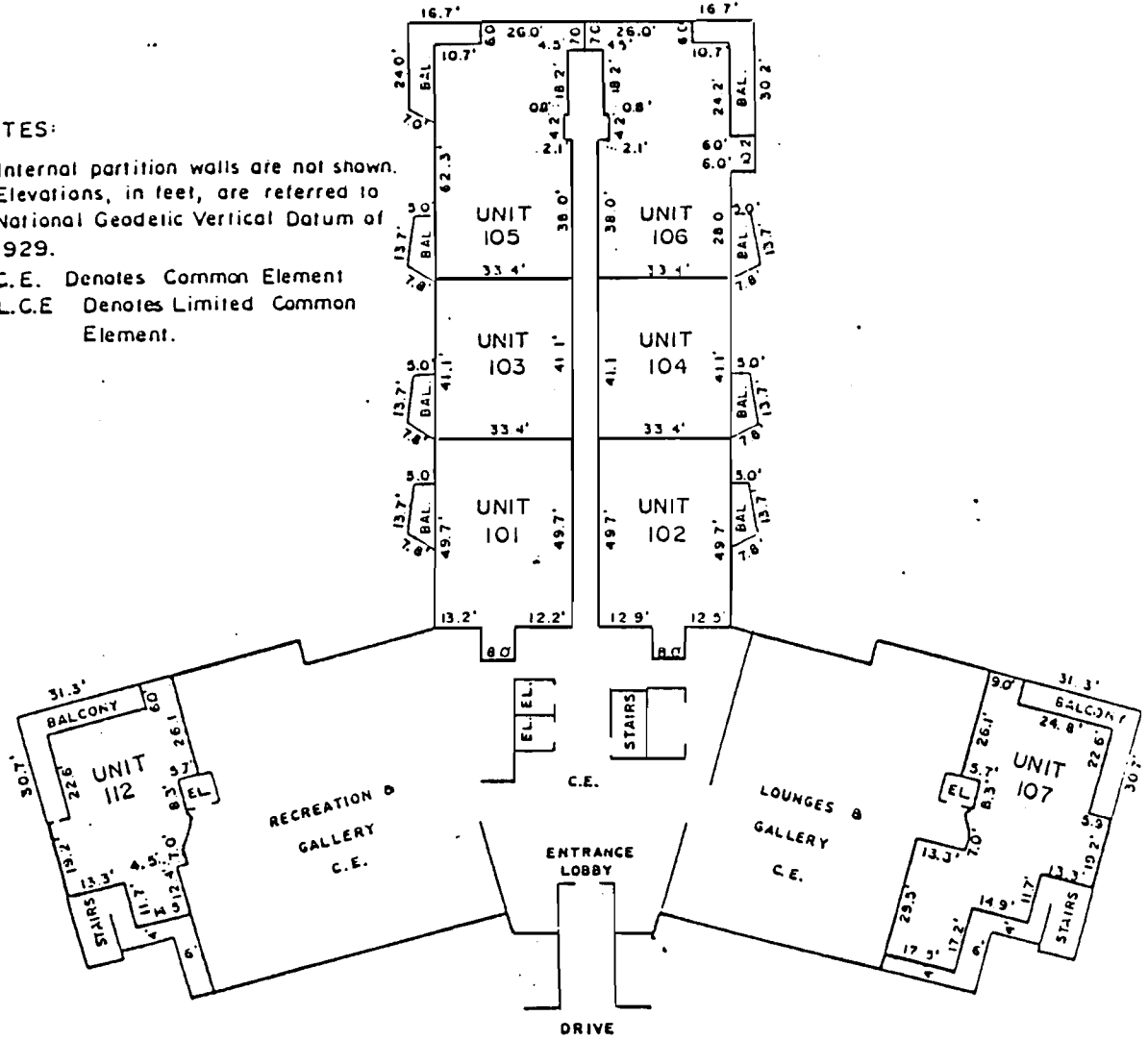
SCALE IN FEET
0 20 40 60 80
SCALE 1"=20'

EXHIBIT 'B', SHEET 2
WILLIAMS, MATFIELD & STONER, INC.
2100 BROADWAY, NEW YORK, N.Y. 10024
FLOOR PLAN
PARKING GARAGE
255

SCALE: 1" = 40'

NOTES:

- Internal partition walls are not shown.
- Elevations, in feet, are referred to National Geodetic Vertical Datum of 1929.
- C.E. Denotes Common Element
- L.C.E. Denotes Limited Common Element.



1st floor contains 8 apartment units having the following limiting elevations.

Lower limits of units = Elev 15.83'
 Upper limits of units = Elev 23.95'

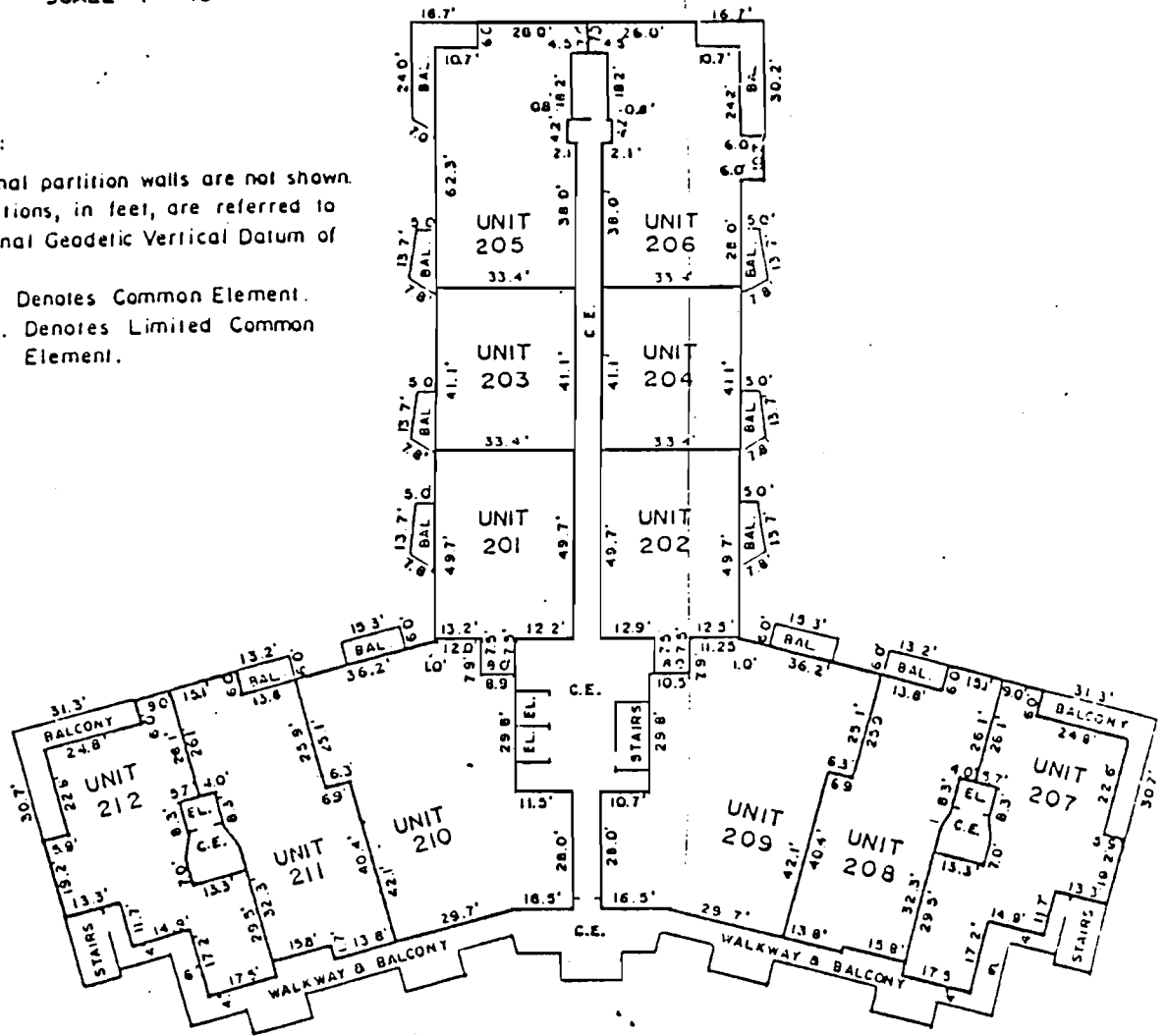
EXHIBIT "B"
 SHEET 3

THE HAMPTON BEACH CLUB CONDOMINIUM

SCALE: 1" = 40'

NOTES:

Internal partition walls are not shown.
 Elevations, in feet, are referred to
 National Geodetic Vertical Datum of
 1929.
 C.E. Denotes Common Element.
 L.C.E. Denotes Limited Common
 Element.



2nd floor contains 12 apartment units
 having the following limiting elevations

Lower limits of units = Elev. 27.83'
 Upper limits of units = Elev. 35.95'

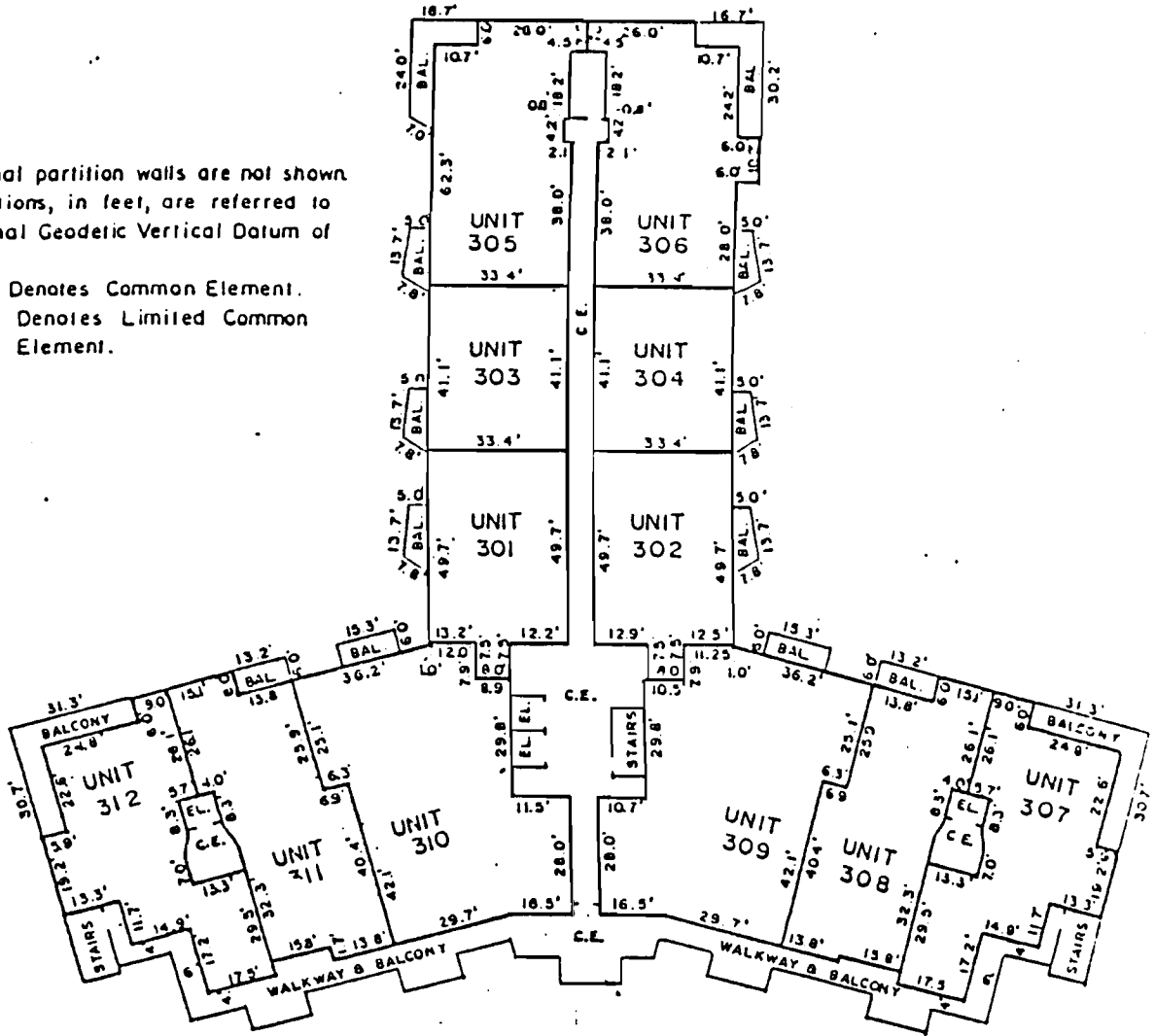
EXHIBIT "B"
 SHEET 4

THE HAMPTON BEACH CLUB CONDOMINIUM

SCALE: 1" = 40'

NOTES:

- Internal partition walls are not shown.
- Elevations, in feet, are referred to National Geodetic Vertical Datum of 1929.
- C.E. Denotes Common Element.
- L.C.E. Denotes Limited Common Element.



3rd floor contains 12 apartment units
having the following limiting elevations

Lower limits of units = Elev. 36.66'
Upper limits of units = Elev. 44.77'

EXHIBIT "B"
SHEET 5

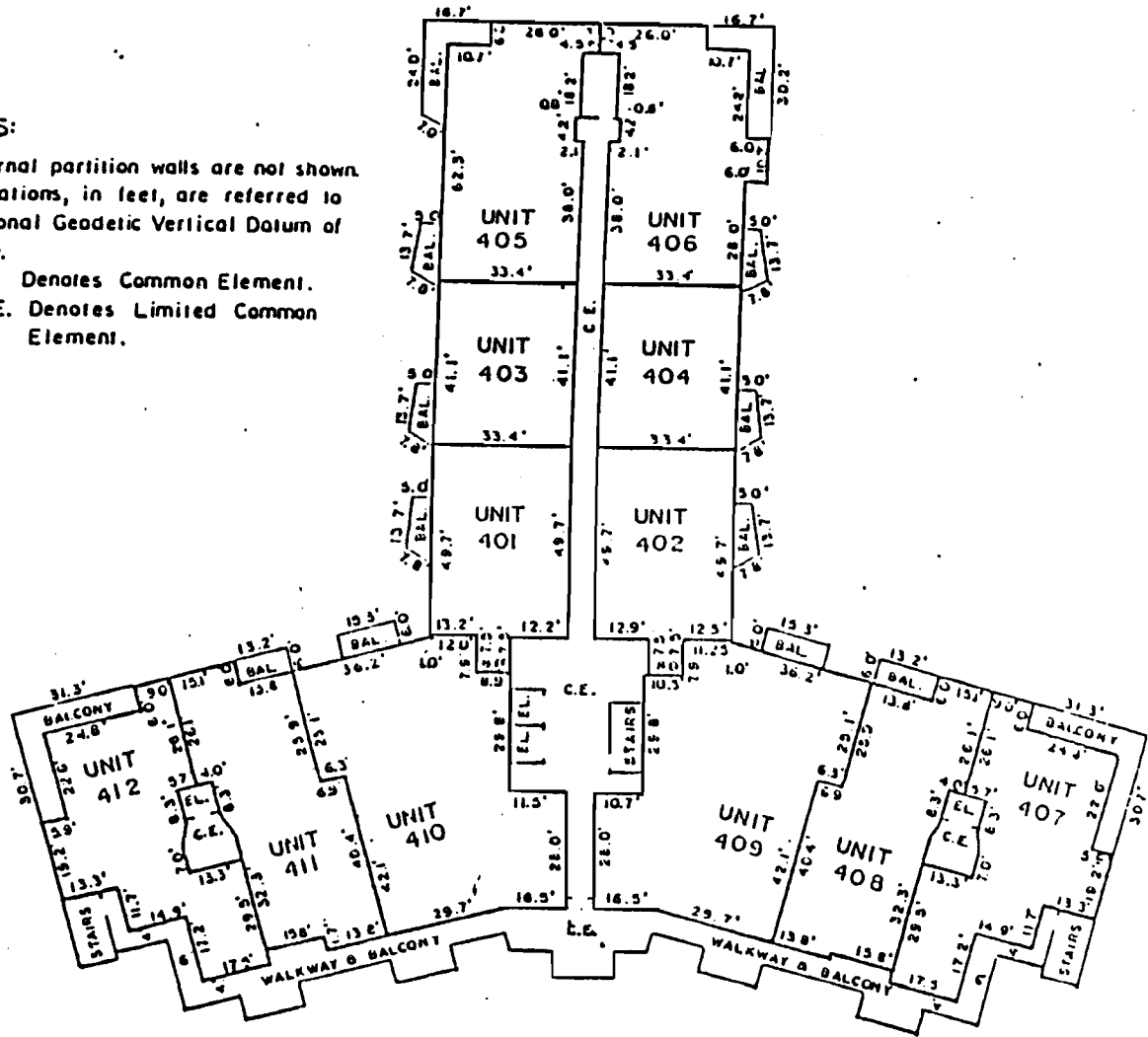
THE HAMPTON BEACH CLUB CONDOMINIUM



SCALE: 1" = 40'

NOTES:

- Internal partition walls are not shown.
- Elevations, in feet, are referred to National Geodetic Vertical Datum of 1929.
- C.E. Denotes Common Element.
- L.C.E. Denotes Limited Common Element.



4th floor contains 12 apartment units
having the following limiting elevations

- Lower limits of units = Elev. 45.49'
- Upper limits of units = Elev. 53.61'

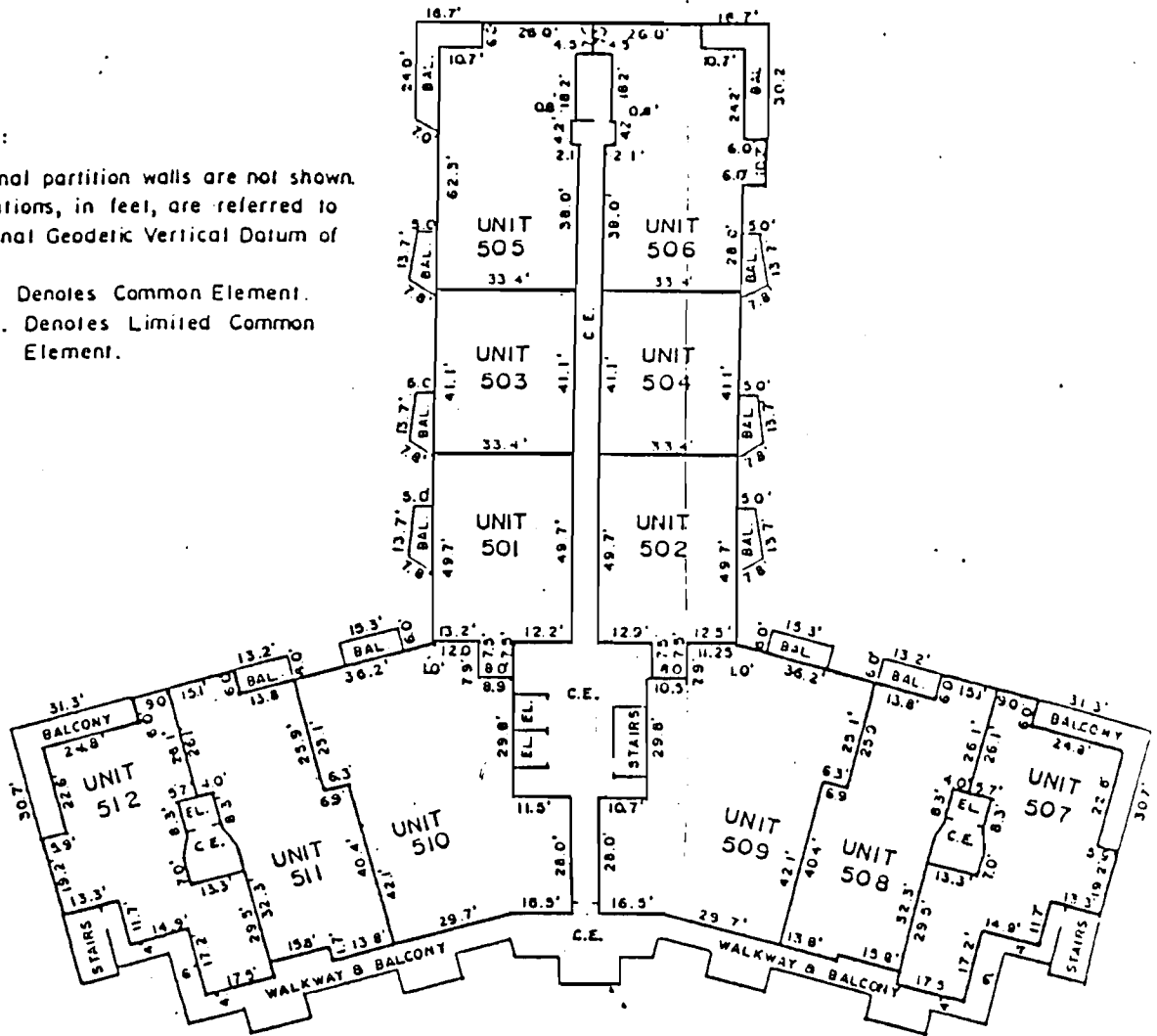
EXHIBIT "B"
SHEET 6

THE HAMPTON BEACH CLUB CONDOMINIUM

SCALE: 1" = 40'

NOTES:

- Internal partition walls are not shown.
- Elevations, in feet, are referred to National Geodetic Vertical Datum of 1929.
- C.E. Denotes Common Element.
- L.C.E. Denotes Limited Common Element.



5th floor contains 12 apartment units
having the following limiting elevations

Lower limits of units = Elev. 54.33'
Upper limits of units = Elev. 62.45'

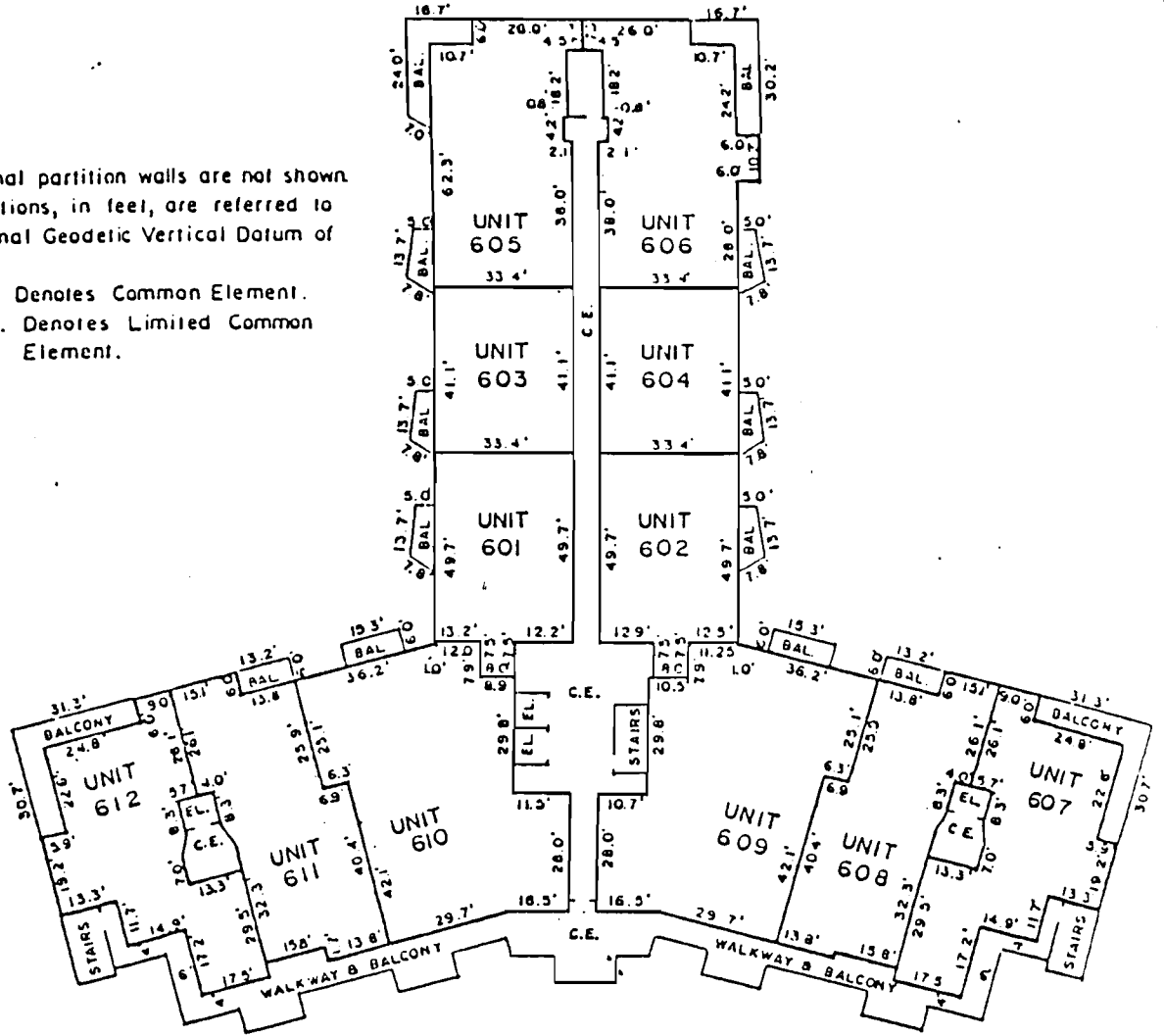
EXHIBIT "B"
SHEET 7

THE HAMPTON BEACH CLUB CONDOMINIUM

SCALE: 1" = 40'

NOTES:

- Internal partition walls are not shown.
- Elevations, in feet, are referred to National Geodetic Vertical Datum of 1929.
- C.E. Denotes Common Element.
- L.C.E. Denotes Limited Common Element.



6th floor contains 12 apartment units
having the following limiting elevations

Lower limits of units = Elev. 63.16'
Upper limits of units = Elev. 71.28'

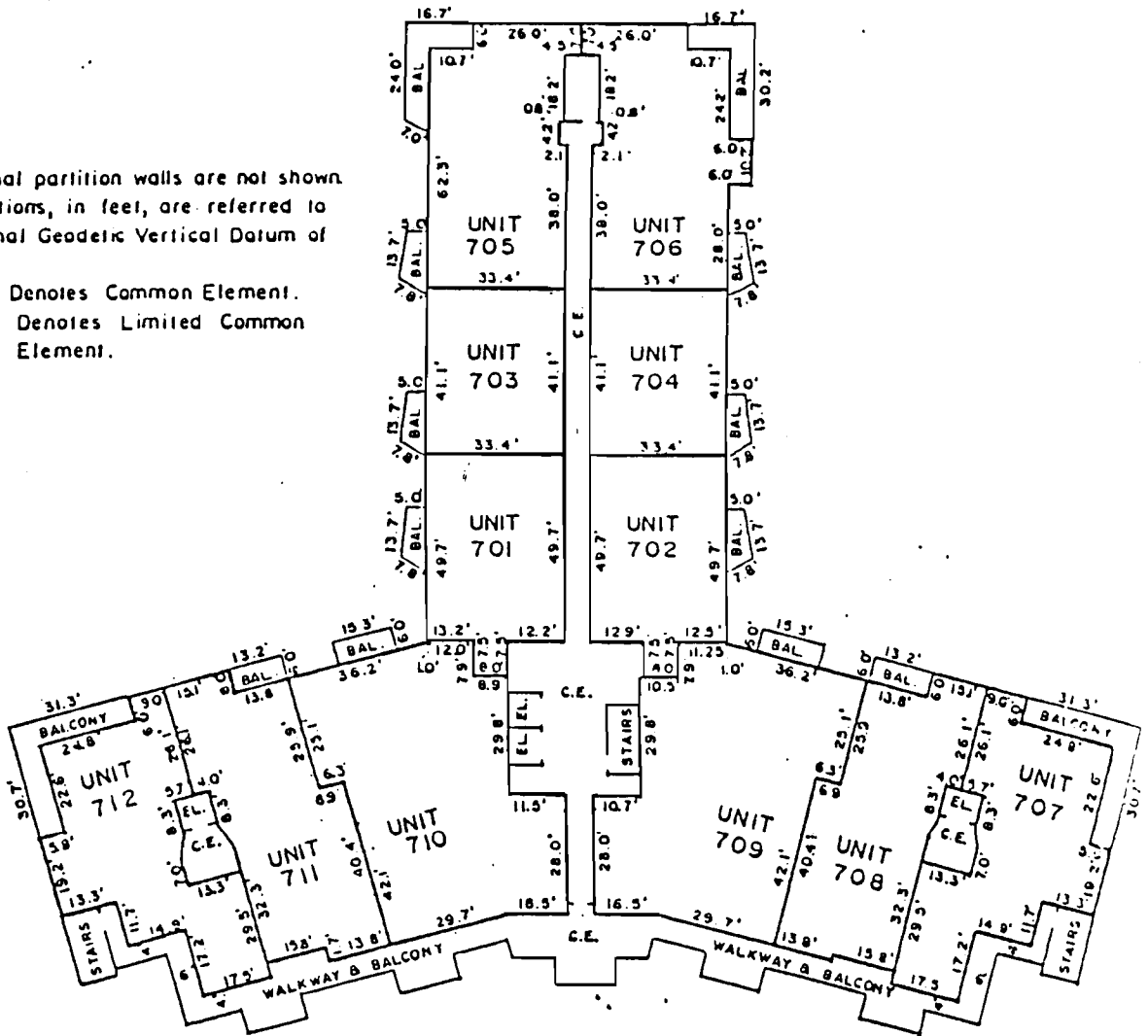
EXHIBIT "B"
SHEET 8

THE HAMPTON BEACH CLUB CONDOMINIUM

SCALE: 1" = 40'

NOTES:

1. Internal partition walls are not shown.
2. Elevations, in feet, are referred to National Geodetic Vertical Datum of 1929.
3. C.E. Denotes Common Element.
L.C.E. Denotes Limited Common Element.



7th floor contains 12 apartment units
having the following limiting elevations

Lower limits of units = Elev. 72.00'
Upper limits of units = Elev. 80.12'

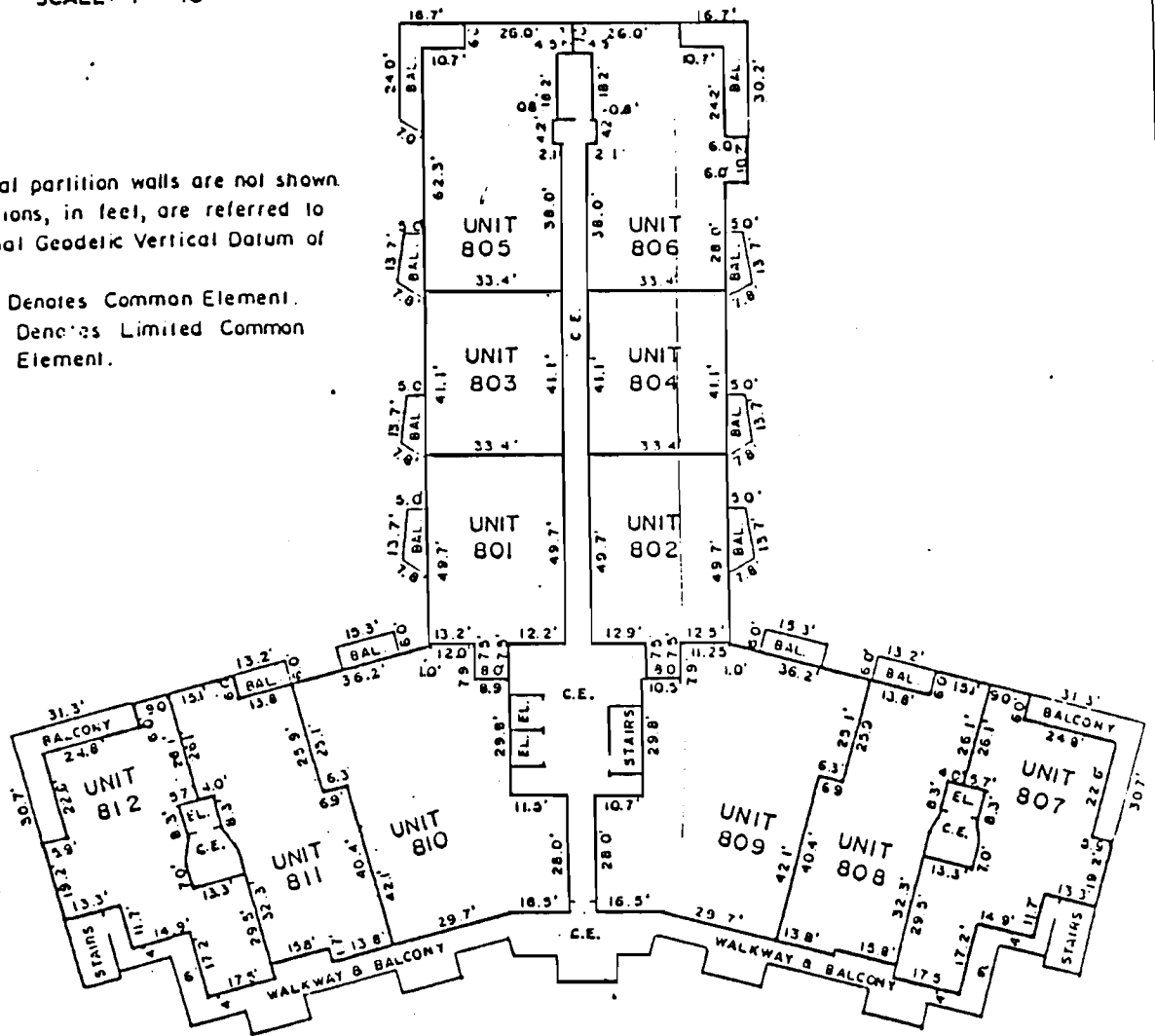
EXHIBIT "B"
SHEET 9

THE HAMPTON BEACH CLUB CONDOMINIUM

SCALE: 1" = 40'

NOTES:

- Internal partition walls are not shown.
- Elevations, in feet, are referred to National Geodetic Vertical Datum of 1929.
- C.E. Denotes Common Element.
- L.C.E. Denotes Limited Common Element.



8th floor contains 12 apartment units
 having the following limiting elevations
 Lower limits of units = Elev. 80.83'
 Upper limits of units = Elev. 88.95'

EXHIBIT "B"
 SHEET 10

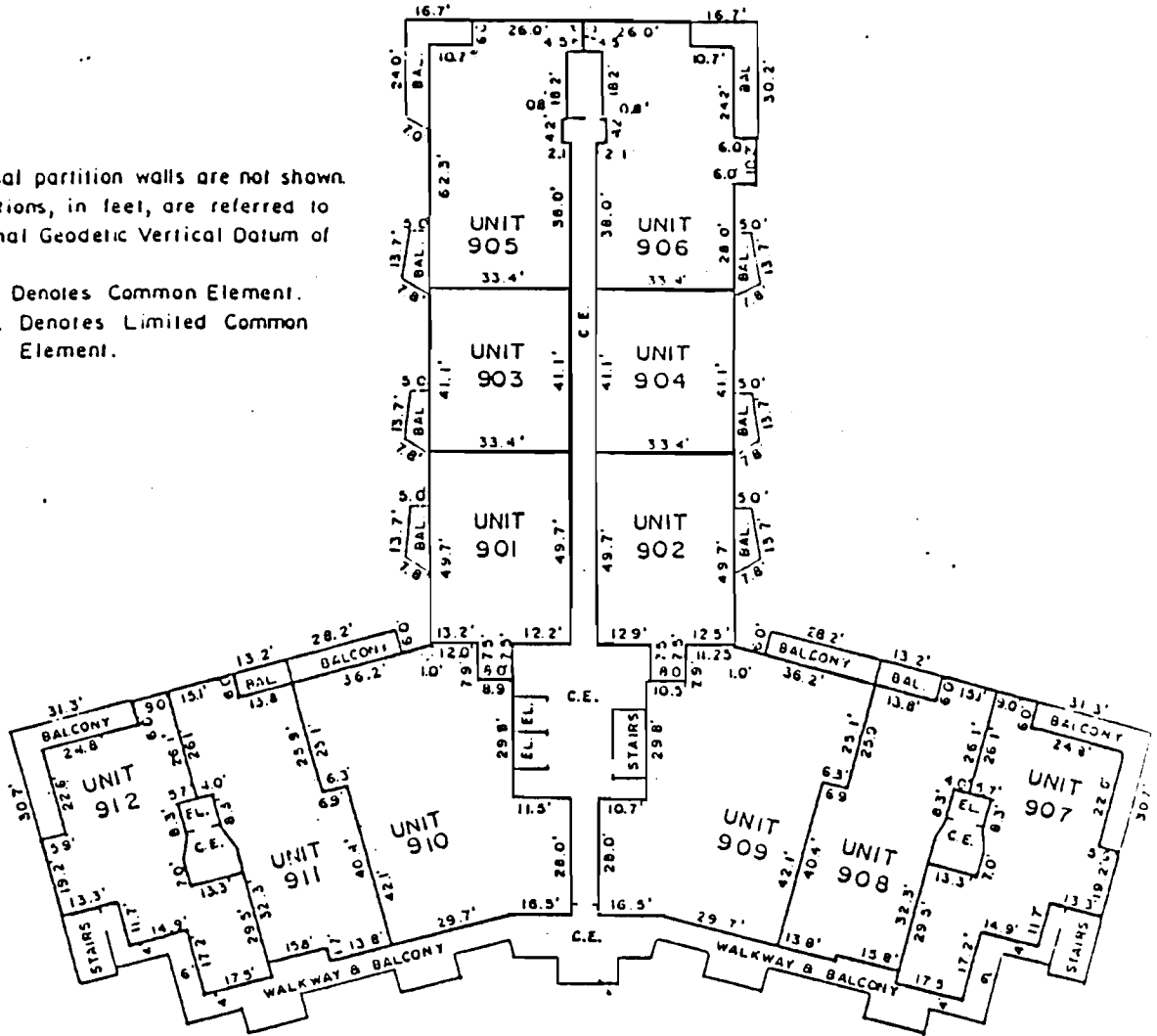
THE HAMPTON BEACH CLUB CONDOMINIUM

FILE 8958 PAGE 917

SCALE: 1" = 40'

NOTES:

- 1. Internal partition walls are not shown.
- 2. Elevations, in feet, are referred to National Geodetic Vertical Datum of 1929.
- 3. C.E. Denotes Common Element.
L.C.E. Denotes Limited Common Element.



9th floor contains 12 apartment units
having the following limiting elevations

Lower limits of units = Elev. 89.66'
Upper limits of units = Elev. 97.78'

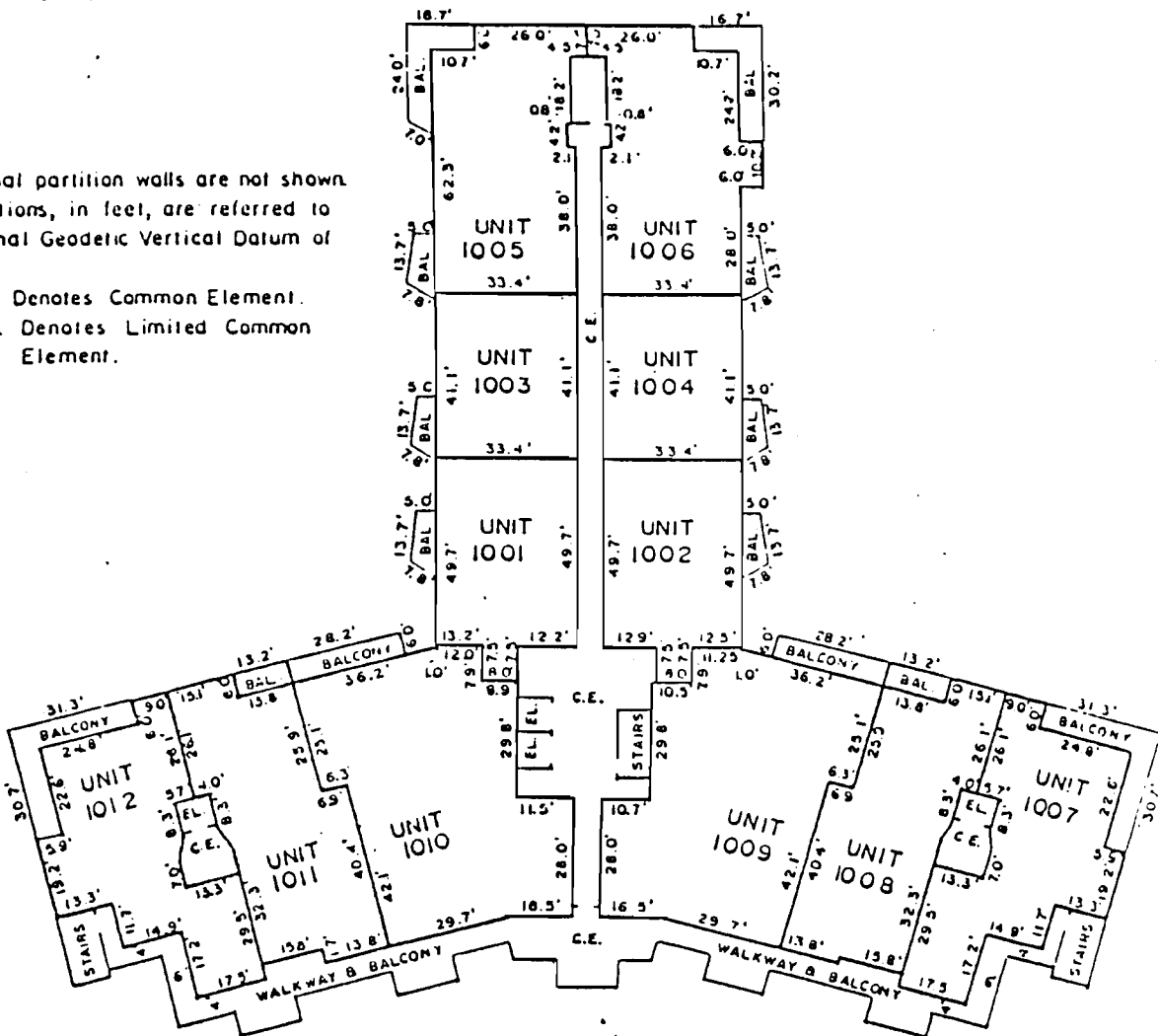
EXHIBIT "B"
SHEET 11

THE HAMPTON BEACH CLUB CONDOMINIUM

SCALE: 1" = 40'

NOTES:

- Internal partition walls are not shown.
- Elevations, in feet, are referred to National Geodetic Vertical Datum of 1929.
- C.E. Denotes Common Element.
- L.C.E. Denotes Limited Common Element.



10th floor contains 12 apartment units
 having the following limiting elevations
 Lower limits of units = Elev. 98.50'
 Upper limits of units = Elev. 106.62'

EXHIBIT "B"
 SHEET 12

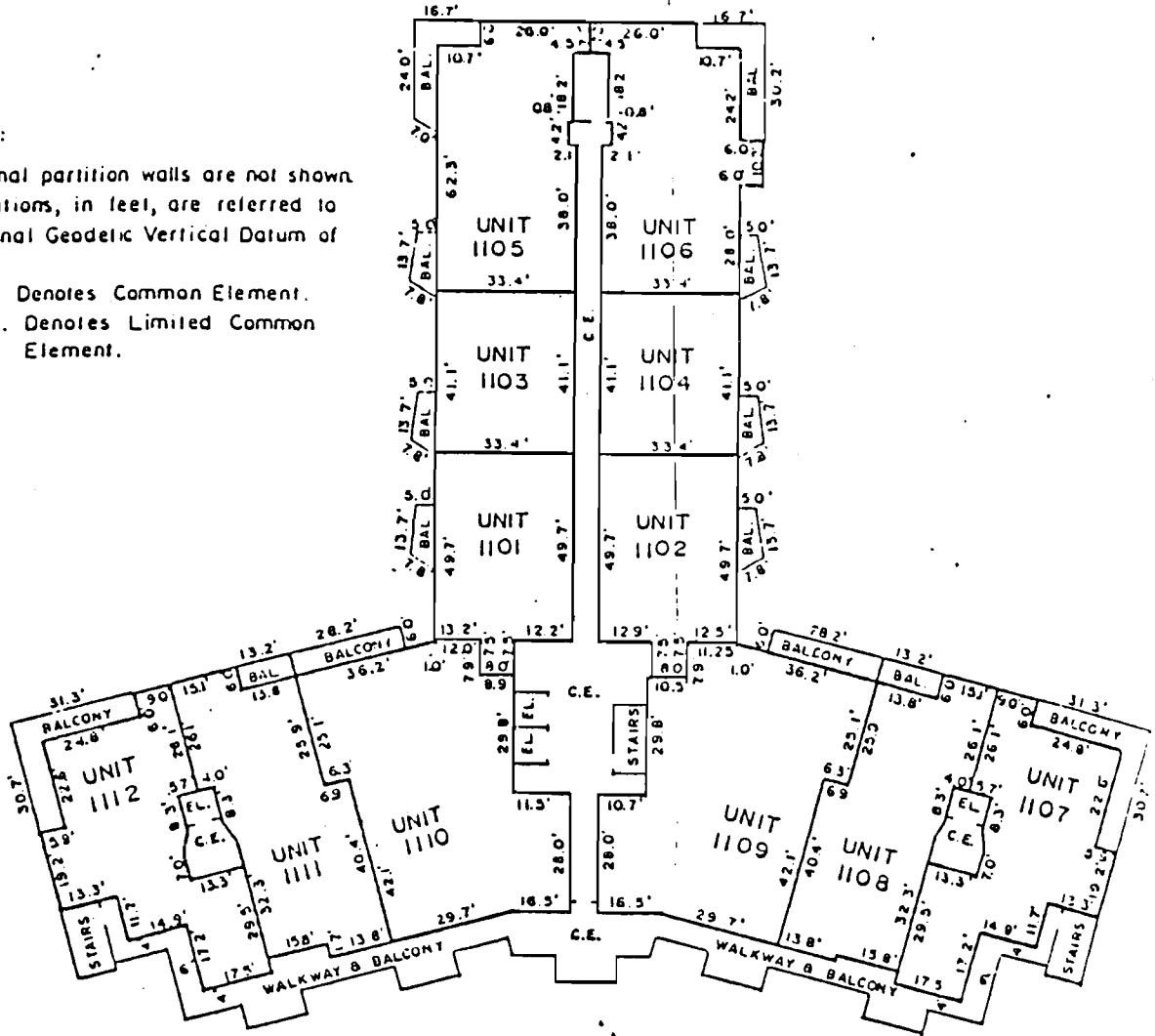
THE HAMPTON BEACH CLUB CONDOMINIUM

REC 8988 PAGE 919

SCALE: 1" = 40'

NOTES:

1. Internal partition walls are not shown.
2. Elevations, in feet, are referred to National Geodetic Vertical Datum of 1929.
3. C.E. Denotes Common Element.
L.C.E. Denotes Limited Common Element.



11th floor contains 12 apartment units
 having the following limiting elevations
 Lower limits of units = Elev. 107.33'
 Upper limits of units = Elev. 115.45'

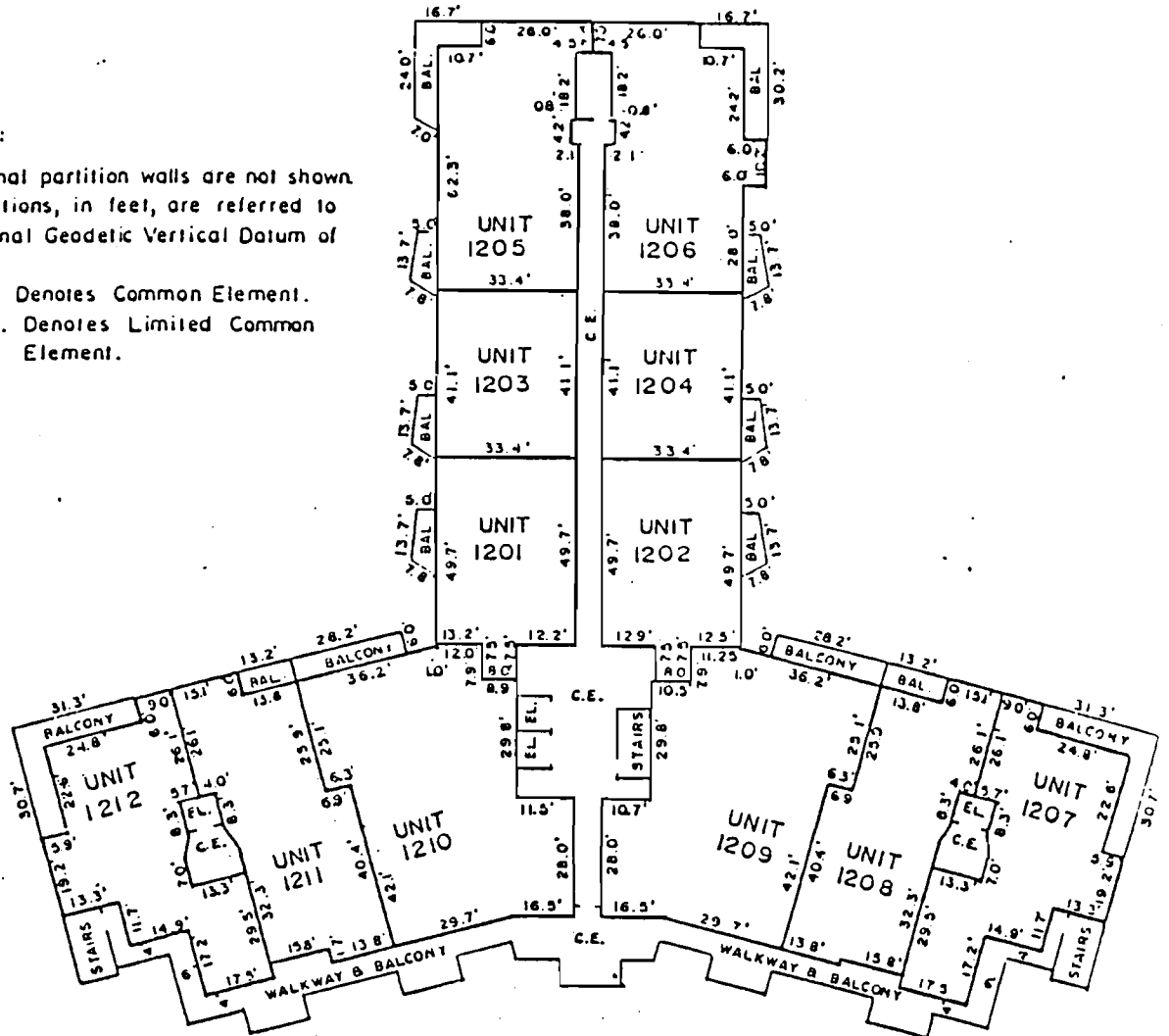
EXHIBIT "B"
 SHEET 13

THE HAMPTON BEACH CLUB CONDOMINIUM.

SCALE: 1" = 40'

NOTES:

- Internal partition walls are not shown.
- Elevations, in feet, are referred to National Geodetic Vertical Datum of 1929.
- C.E. Denotes Common Element.
- L.C.E. Denotes Limited Common Element.



12th floor contains 12 apartment units
having the following limiting elevations

Lower limits of units = Elev. 116.16'
Upper limits of units = Elev. 124.28'

EXHIBIT "B"
SHEET 14

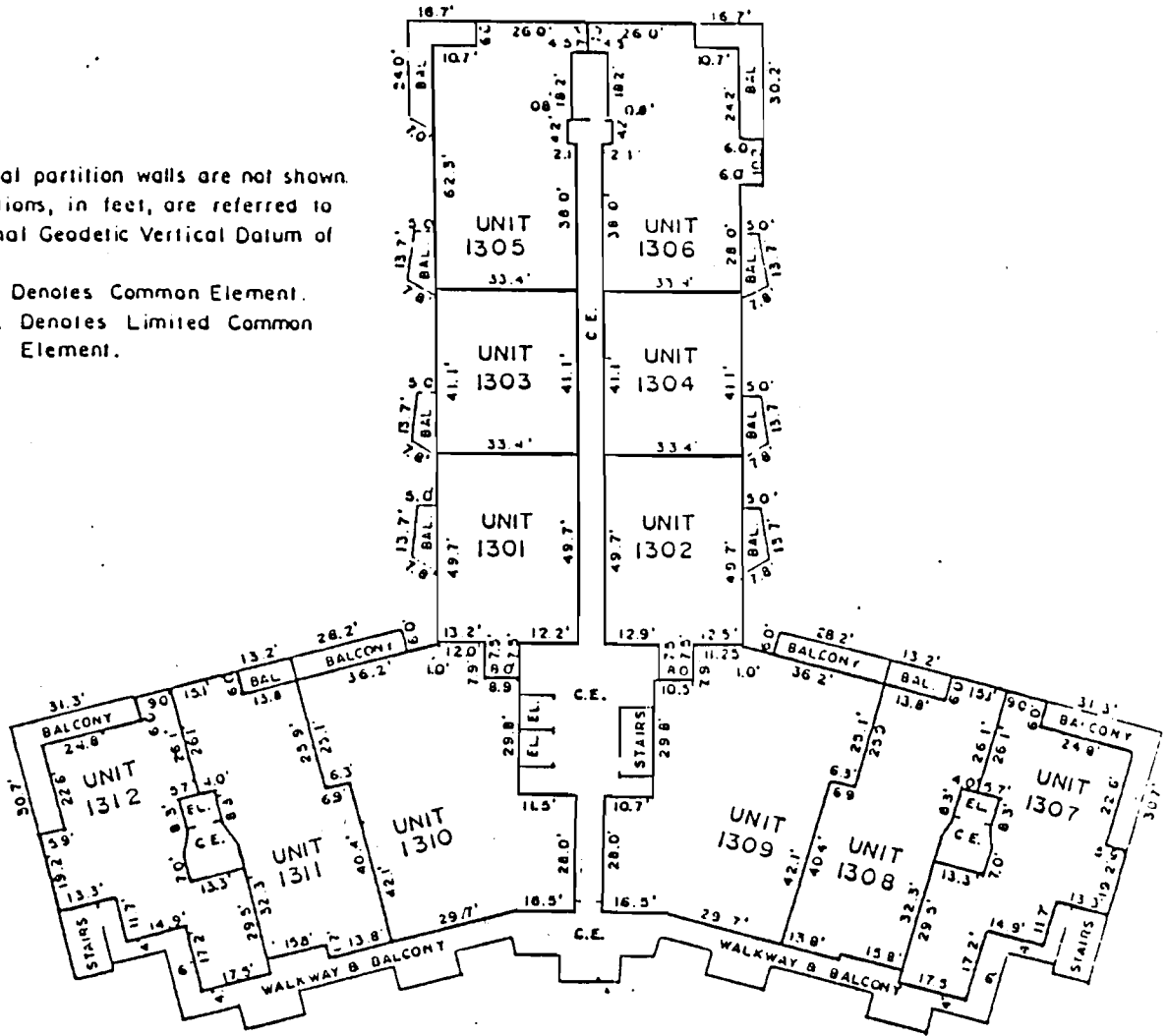
THE HAMPTON BEACH CLUB CONDOMINIUM

REC-8988
 PAGE 921

SCALE: 1" = 40'

NOTES:

1. Internal partition walls are not shown.
2. Elevations, in feet, are referred to National Geodetic Vertical Datum of 1929.
3. C.E. Denotes Common Element.
L.C.E. Denotes Limited Common Element.



13th floor contains 12 apartment units
having the following limiting elevations

Lower limits of units = Elev. 125.00'
Upper limits of units = Elev. 133.12'

EXHIBIT "B"
SHEET 15

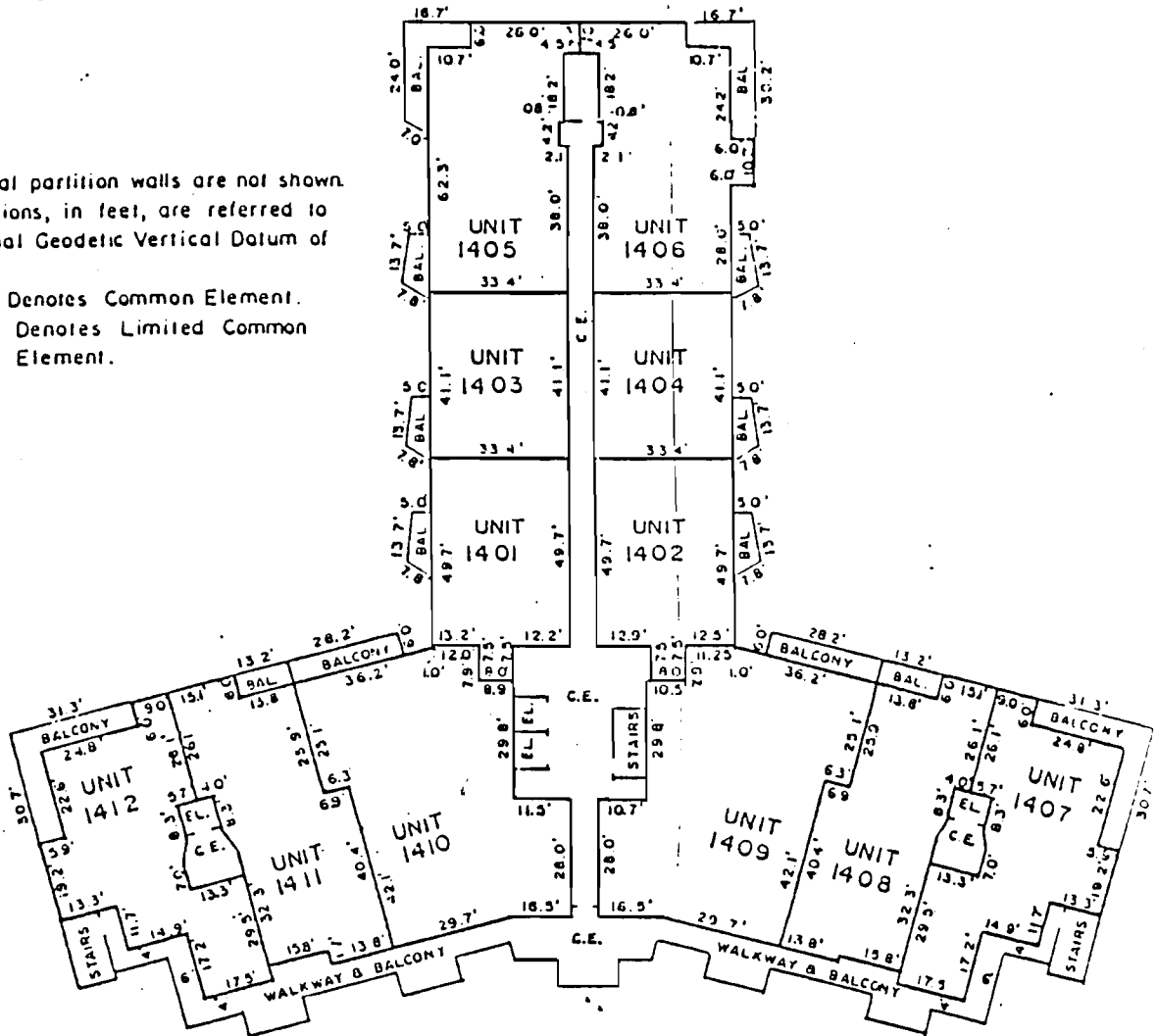
THE HAMPTON BEACH CLUB CONDOMINIUM

FILE 8988 PAGE 922

SCALE: 1" = 40'

NOTES:

1. Internal partition walls are not shown.
2. Elevations, in feet, are referred to National Geodetic Vertical Datum of 1929.
3. C.E. Denotes Common Element.
L.C.E. Denotes Limited Common Element.



14th floor contains 12 apartment units
having the following limiting elevations

Lower limits of units = Elev. 133.83'
Upper limits of units = Elev. 141.95'

EXHIBIT "B"
SHEET 16

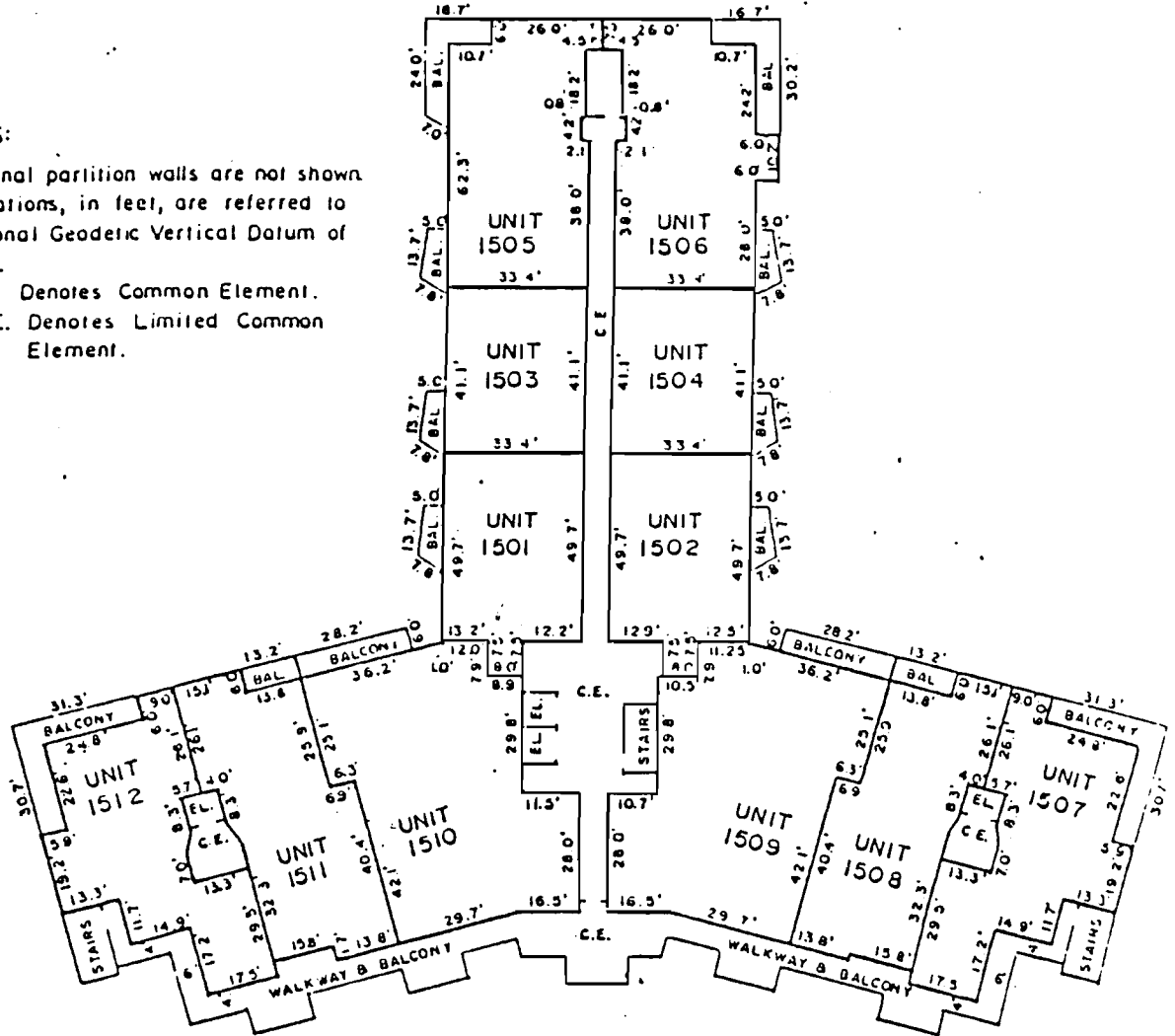
THE HAMPTON BEACH CLUB CONDOMINIUM.

SCALE: 1" = 40'

NOTES:

Internal partition walls are not shown.
Elevations, in feet, are referred to National Geodetic Vertical Datum of 1929.

C.E. Denotes Common Element.
L.C.E. Denotes Limited Common Element.



15th floor contains 12 apartment units
having the following limiting elevations

Lower limits of units = Elev. 142.66'
Upper limits of units = Elev. 150.78'

EXHIBIT "B"
SHEET 17

THE HAMPTON BEACH CLUB CONDOMINIUM

EXHIBIT "C"

THE HAMPTON BEACH CLUB CONDOMINIUM

UNDIVIDED SHARE IN COMMON ELEMENTS
APPURTENANT TO EACH UNIT

<u>Condominium</u> <u>Parcel</u>	<u>Model Type</u> <u>Unit</u>	<u>Bedroom/</u> <u>Bathroom</u>	<u>% Ownership Of</u> <u>Common Elements</u>
101	A-R	2/2	.4469037%
102	A	2/2	.4469037%
103	B-R	2/2	.3909551%
104	B	2/2	.3909551%
105	H	3/2½	.6245259%
106	C	3/2½	.6891251%
107	F-R	2/2½	.5681858%
112	½F	1/1½	.4375450%
201	A-R	2/2	.4469037%
202	A	2/2	.4469037%
203	B-R	2/2	.3909551%
204	B	2/2	.3909551%
205	H	3/2½	.6245259%
206	C	3/2½	.6891251%
207	F-R	2/2½	.5681858%
208	E-R	2/2½	.4969736%
209	D	3/3½	.8674511%
210	G	3/3½	.8703544%
211	E	2/2½	.4969736%
212	F	2/2½	.5681858%
301	A-R	2/2	.4469037%
302	A	2/2	.4469037%
303	B-R	2/2	.3909551%
304	B	2/2	.3909551%
305	H	3/2½	.6245259%
306	C	3/2½	.6891251%
307	F-R	2/2½	.5681858%
308	E-R	2/2½	.4969736%
309	D	3/3½	.8674511%
310	G	3/3½	.8703544%
311	E	2/2½	.4969736%
312	F	2/2½	.5681858%
401	A-R	2/2	.4469037%
402	A	2/2	.4469037%
403	B-R	2/2	.3909551%
404	B	2/2	.3909551%
405	H	3/2½	.6245259%
406	C	3/2½	.6891251%
407	F-R	2/2½	.5681858%
408	E-R	2/2½	.4969736%
409	D	3/3½	.8674511%
410	G	3/3½	.8703544%
411	E	2/2½	.4969736%
412	F	2/2½	.5681858%
501	A-R	2/2	.4469037%
502	A	2/2	.4469037%
503	B-R	2/2	.3909551%
504	B	2/2	.3909551%
505	H	3/2½	.6245259%
506	C	3/2½	.6891251%
507	F-R	2/2½	.5681858%
508	E-R	2/2½	.4969736%
509	D	3/3½	.8674511%
510	G	3/3½	.8703544%
511	E	2/2½	.4969736%
512	F	2/2½	.5681858%
601	A-R	2/2	.4469037%
602	A	2/2	.4469037%
603	B-R	2/2	.3909551%

<u>Condominium Parcel</u>	<u>Model Type Unit</u>	<u>Bedroom/ Bathroom</u>	<u>% Ownership Of Common Elements</u>
604	B	2/2	.3909551%
605	H	3/2½	.6245259%
606	C	3/2½	.6891251%
607	F-R	2/2½	.5681858%
608	E-R	2/2½	.4969736%
609	D	3/3½	.8674511%
610	G	3/3½	.8703544%
611	E	2/2½	.4969736%
612	F	2/2½	.5681858%
701	A-R	2/2	.4469037%
702	A	2/2	.4469037%
703	B-R	2/2	.3909551%
704	B	2/2	.3909551%
705	H	3/2½	.6245259%
706	C	3/2½	.6891251%
707	F-R	2/2½	.5681858%
708	E-R	2/2½	.4969736%
709	D	3/3½	.8674511%
710	G	3/3½	.8703544%
711	E	2/2½	.4969736%
712	F	2/2½	.5681858%
801	A-R	2/2	.4469037%
802	A	2/2	.4469037%
803	B-R	2/2	.3909551%
804	B	2/2	.3909551%
805	H	3/2½	.6245259%
806	C	3/2½	.6891251%
807	F-R	2/2½	.5681858%
808	E-R	2/2½	.4969736%
809	D	3/3½	.8674511%
810	G	3/3½	.8703544%
811	E	2/2½	.4969736%
812	F	2/2½	.5681858%
901	A-R	2/2	.4469037%
902	A	2/2	.4469037%
903	B-R	2/2	.3909551%
904	B	2/2	.3909551%
905	H	3/2½	.6245259%
906	C	3/2½	.6891251%
907	F-R	2/2½	.5681858%
908	E-R	2/2½	.4969736%
909	D	3/3½	.8674511%
910	G	3/3½	.8703544%
911	E	2/2½	.4969736%
912	F	2/2½	.5681858%
1001	A-R	2/2	.4469037%
1002	A	2/2	.4469037%
1003	B-R	2/2	.3909551%
1004	B	2/2	.3909551%
1005	H	3/2½	.6245259%
1006	C	3/2½	.6891251%
1007	F-R	2/2½	.5681858%
1008	E-R	2/2½	.4969736%
1009	D	3/3½	.8674511%
1010	G	3/3½	.8703544%
1011	E	2/2½	.4969736%
1012	F	2/2½	.5681858%
1101	A-R	2/2	.4469037%
1102	A	2/2	.4469037%
1103	B-R	2/2	.3909551%
1104	B	2/2	.3909551%
1105	H	3/2½	.6245259%
1106	C	3/2½	.6891251%
1107	F-R	2/2½	.5681858%
1108	E-R	2/2½	.4969736%
1109	D	3/3½	.8674511%
1110	G	3/3½	.8703544%

<u>Condominium Parcel</u>	<u>Model Type Unit</u>	<u>Bedroom/ Bathroom</u>	<u>% Ownership Of Common Elements</u>
1111	E	2/2½	.4969736%
1112	F	2/2½	.5681858%
1201	A-R	2/2	.4469037%
1202	A	2/2	.4469037%
1203	B-R	2/2	.3909551%
1204	B	2/2	.3909551%
1205	H	3/2½	.6245259%
1206	C	3/2½	.6891251%
1207	F-R	2/2½	.5681858%
1208	E-R	2/2½	.4969736%
1209	D	3/3½	.8674511%
1210	G	3/3½	.8703544%
1211	E	2/2½	.4969736%
1212	F	2/2½	.5681858%
1301	A-R	2/2	.4469037%
1302	A	2/2	.4469037%
1303	8-R	2/2	.3909551%
1304	B	2/2	.3909551%
1305	H	3/2½	.6245259%
1306	C	3/2½	.6891251%
1307	F-R	2/2½	.5681858%
1308	E-R	2/2½	.4969736%
1309	D	3/3½	.8674511%
1310	G	3/3½	.8703544%
1311	E	2/2½	.4969736%
1312	F	2/2½	.5681858%
1401	A-R	2/2	.4469037%
1402	A	2/2	.4469037%
1403	B-R	2/2	.3909551%
1404	B	2/2	.3909551%
1405	H	3/2½	.6245259%
1406	C	3/2½	.6891251%
1407	F-R	2/2½	.5681858%
1408	E-R	2/2½	.4969736%
1409	D	3/3½	.8674511%
1410	G	3/3½	.8703544%
1411	E	2/2½	.4969736%
1412	F	2/2½	.5681858%
1501	A-R	2/2	.4469037%
1502	A	2/2	.4469037%
1503	B-R	2/2	.3909551%
1504	B	2/2	.3909551%
1505	H	3/2½	.6245259%
1506	C	3/2½	.6891251%
1507	F-R	2/2½	.5681858%
1508	E-R	2/2½	.4969736%
1509	D	3/3½	.8674511%
1510	G	3/3½	.8703544%
1511	E	2/2½	.4969736%
1512	F	2/2½	.5681858%
Total Percentage Ownership Of Common Elements			100%

ASSESSMENTS DUE PER UNIT BASED ON PROJECTED OPERATING BUDGET

<u>Model Type Unit</u>	<u>Monthly</u>	<u>Annually</u>
A and A-R	\$161.18	\$1,934.16
B and 8-R	\$141.00	\$1,692.00
C	\$248.55	\$2,982.60
D	\$312.86	\$3,754.32
E and E-R	\$179.24	\$2,150.88
F and F-R	\$204.93	\$2,459.16
½F	\$157.80	\$1,893.60
G	\$313.91	\$3,766.92
H	\$225.25	\$2,703.00

118388 PAGE 927

EXHIBIT "D"

ARTICLES OF INCORPORATION

OF

THE HAMPTON BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

(A Florida Corporation Not For Profit)

We, the undersigned, acknowledge and file in the Office of the Secretary of State of Florida, for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida, these Articles of Incorporation, as by law provided.

ARTICLE I

NAME

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

ARTICLE II

PURPOSES AND POWERS

The purposes for which this corporation is formed are as follows:

A. To form an "Association" as defined in the Condominium Act of the Statutes of the State of Florida, and as **such** establish and collect assessments from the Unit Owners and members for the purpose of operating, maintaining, repairing, improving, reconstructing and administering the Condominium Property.

B. To carry out the duties and obligations and receive the benefits given the Association by the "Declaration of Condominium" establishing THE HAMPTON BEACH CLUB CONDOMINIUM by the Condominium Act as otherwise provided by law.

C. To establish By-Laws for the operation of the Condominium Property providing for the form of administration and rules and regulations for governing the Association, and to enforce the provisions of the Condominium Act, Declaration, these Articles and the By-Laws of the Association.

D. To contract for the management of the Condominium and to delegate to such party the powers and **duties of the** Association, except those where specific approval of the Board of **Directors** or members is required.

E. For any lawful purpose.

To accomplish **the** foregoing purpose, the corporation shall have all corporate powers **permitted** under Florida law, including but not limited to the capacity to contract, bring suit and be sued, **and those** provided by the **Condominium Act**.

118988
PAGE 925

ARTICLE III

MEMBERS

Section 1. The members of the Association shall constitute all of the record owners of Condominium Parcels in the Condominium. After receiving the approval of the Association, as required under the Declaration, change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument establishing record title to the condominium Parcel and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner of such Condominium Parcel shall thereupon be terminated. Membership certificates are not required and need not be issued.

Section 2. The Unit Owners of the respective Condominium Parcels are each entitled to one vote for each Condominium Parcel. A corporation or any individual with an interest in more than one Condominium Parcel may be designated the voting member for each Condominium Parcel in which he owns an interest. Fractional voting shall not be permitted.

Section 3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner as an appurtenance to his Condominium Parcel.

ARTICLE IV

EXISTENCE

The corporation shall have perpetual existence.

ARTICLE V

SUBSCRIBERS

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

LOU LEONE

12809 Chippwa Road
Becksville, Ohio 44101

ROBERT JACOBS

3800 Hillcrest Drive
Hollywood, Florida

ROBERT LINNETT

1800 N. Andrews Ave. - Apt. 5A
Fort Lauderdale, Florida 33311

ARTICLE VI

DIRECTORS

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors (Board of Administration) composed of not less than three (3) nor more than nine (9) persons. The first Board of Directors shall have three (3) members, and in the future the number will be determined from time to time in accordance with the provisions of the By-Laws of the corporation.

Section 2. Directors shall be elected by the voting members in accordance with the By-Laws at the Regular Annual Meeting of the membership of the corporation, in the manner set out by the By-Laws. Directors shall be elected to serve for a term of one year. In the event of a vacancy, the elected Directors may appoint an additional Director to serve the balance of said year. When Unit Owners other than , the "Developer", as defined in the Declaration of Condominium own fifteen percent (15%) or more of the Condominium Parcels that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Directors of the Association. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of this Association three (3) years after fifty percent (50%) of the Condominium Parcels that will be operated ultimately by the Association have been conveyed to purchasers; three months after ninety percent (90%) of the Condominium Parcels that will be operated ultimately by this Association have been conveyed to purchasers; when all the Condominium Parcels that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or, when some of the Condominium Parcels have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the total number of Condominium Parcels in the Condominium operated by the Association.

Section 3. All Officers shall be elected by the Board of Directors in accordance with the By-Laws. The Board of Directors shall elect from among the members a President, Vice-President, Secretary and Treasurer and such other Officers as it shall deem desirable, consistent with the corporate By-Laws. The President shall be elected from among the membership of the Board of Directors, but no other Officer need be a Director.

ARTICLE VII

OFFICERS, INITIAL OFFICE AND REGISTERED AGENT

Subject to the direction of the Board, the affairs of the Association shall be administered by the Officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the Officers who shall serve until the first election following the First Annual Meeting of the Board of Directors are as follows:

<u>NAME</u>	<u>TITLE</u>
LOU LEONE	President
ROBERT JACOBS	Vice President
ROBERT LINNETT	Secretary
ROBERT LINNETT	Treasurer

The street address of the initial registered office of this corporation is 21 Southeast First Avenue, Miami, Florida, and the name of the initial registered agent of this corporation at that address is HERBERT L. BRILL.

ARTICLE VIII

FIRST BOARD OF DIRECTORS

The following persons shall constitute the first Board of Directors, and shall hold office and serve until their successors are elected and qualified:

<u>NAME</u>	<u>ADDRESS</u>
LOU LEONE	12809 Chippwa Road Becksvle, Ohio 43101
ROBERT JACOBS	3800 Hillcrest Drive Hollywood, Florida
ROBERT LINNETT	1800 N. Andrews Ave. - Apt. 5A Fort Lauderdale, Florida 33311

FILE 8988 PAGE 931

ARTICLE IX

BY-LAWS

The By-Laws of this corporation shall be adopted by the first Board of Directors and attached to the Condominium Declaration to be filed in the Public Records of Broward County, Florida, which By-Laws may be altered, amended or rescinded at any duly called meeting of the members in the manner provided by the By-Laws.

ARTICLE X

AMENDMENTS

Section 1. Proposals for alteration, amendment or rescission of these Articles of Incorporation which do not conflict with the Condominium Act or Declaration of Condominium may be made by a majority of the Board of Directors or a majority of the voting members. Such proposals shall set forth the proposed alteration, amendment or rescission, shall be in writing filed by the Board of Directors or a majority of members, and delivered to the President, who shall thereupon call a Special Meeting of the corporation not less than ten (10) days nor later than sixty (60) days from receipt of the proposed amendment, the notice for which shall be given in the manner provided by the By-Laws. An affirmative vote of seventy-five percent (75%) of the Board of Directors, and an affirmative vote of a majority of all qualified votes of members of the corporation shall be required for the requested alteration, amendment or rescission.

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice by the Secretary or proposals to the President for alteration, amendment or rescission of these Articles, either before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

ARTICLE XI

INDEMNIFICATION

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

8988 PAGE 932

wherein the Director' or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Broward County, Florida, this ____ day of _____, 1979.

Signed, Sealed and Delivered in the presence of:

LOU LEONE
Subscriber

ROBERT JACOBS
Subscriber

ROBERT LINNETT
Subscriber

STATE OF FLORIDA)
 : SS.:-
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me the undersigned authority, LOU LEONE, ROBERT JACOBS and ROBERT LINNETT, to me well known to be the subscribers described in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Broward County, Florida, this, ____ day of _____, 1979.

Notary Public, State of Florida

My Commission Expires:

1118988 PAGE 933

CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN FLORIDA, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED

FIRST: THAT THE HAMPTON BEACH CLUB CONDOMINIUM ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF POMPANO BEACH, STATE OF FLORIDA, HAS NAMED HERBERT L. BRILL, ESQ., LOCATED AT 21 SOUTHEAST FIRST AVENUE, CITY OF MIAMI, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA.

LOU LEONE

TITLE: SUBSCRIBER

DATE: _____, 1979.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.



HERBERT L. BRILL
(RESIDENT AGENT)

DATE: _____, 1979.

REF 8988 PAGE 934

~~EXHIBIT "E"~~

BY-LAWS

OF

THE HAMPTON BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

(A Florida Corporation Not For Profit)

ARTICLE ONE: Organization

1. The name of this organization shall be THE HAMPTON BEACH CLUB CONDOMINIUM ASSOCIATION, INC..

2. The organization may, by a vote of the Unit Owners change its name.

ARTICLE TWO: Purposes

The following are the purposes for which this organization has been established:

1. To serve the recreational and maintenance needs of the owners of the Condominium Parcels constructed upon the real property described on Exhibit "A" of the Declaration of Condominium to which this Exhibit "E" is attached.

2. To maintain, manage, operate, administer and improve the real property upon which the recreational facilities are to be constructed; and, further, to maintain the facilities and improvements, including personal property, thereon.

3. For the purposes set forth in the Articles of Incorporation of this organization and the Declaration of Condominium of THE HAMPTON BEACH CLUB CONDOMINIUM.

4. For such other purpose as the Board of Directors may from time to time deem necessary for the efficient operation of the recreational facilities and Common and Limited Common Elements contemplated hereby.

ARTICLE THREE: Meetings of Membership

1. Place: All meetings of the Association membership shall be held at the office of the Association or such other place as may be designated in the notice..

2. Annual Meeting:

(a) The First Annual Meeting shall occur on the date of the month following the month in which Unit Owners other than the Developer, are entitled to elect not less than one-third (1/3) of the members of the Board of Directors as provided in Article XXV, Section 25.01, of the Declaration of Condominium.

(b) Regular Annual Meetings, subsequent to the first annual meeting shall be held on the 4th Thursday of January of each year at 7:00 o'clock in the evening of that day. If the day so designated shall fall on a legal holiday, then the meeting shall be held on the first business day thereafter. At least fourteen (14) days prior to the Annual Meeting, written notice shall be mailed by regular mail to each member of the Association at the address appearing on the books of the Association.

(c) At the Annual Meetings, the membership of the Association shall elect, by plurality vote, a Board of Directors and transact such other business as may properly come before the meeting. The Directors so elected at the Annual Meeting shall constitute the Board of Directors until the next Annual Meeting of the members of the Association and the election and qualification of their successors.

3. **Membership List:** At least fifteen (15) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by Condominium Parcels, shall be prepared by the Secretary of the Association. Such list shall be produced and kept for said fifteen (15) days and during the election at the office of the Association, and shall be open to examination by any member during such period.

4. **Special Meetings:**

(a) Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by Statute, may be called by the President and shall be called by the President or Secretary at the request, in writing, of members holding not less than twenty-five percent (25%) of the Unit Owners' total votes. Such request shall state the purpose, or purposes, of the proposed meeting.

(b) Written notice of a Special Meeting of members, stating the time, place, and object thereof, shall be mailed by regular mail to each member entitled to vote thereat, at such address as appears on the books of the Association, at least five (5) days before such meeting.

(c) Business transaction at all Special Meetings shall be confined to the purposes stated in the notice thereof.

5. **Proxies:** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association prior to the meeting. A proxy shall be valid and entitle the holder to vote until revoked, in writing, by the grantor, such revocation to be filed with the Secretary, or upon the expiration of the proxy by its terms, (for example: when it is clear from the terms of the proxy that the grantor gave the proxy for a Specific Meeting or period of time), or until the death or legal incompetence of the grantor. If more than one (1) person owns a Condominium Parcel (such as husband and wife), all must sign the proxy for it to be valid.

6. **Quorum:** The presence in person or representation by written proxy of the members holding a majority of the Unit Owners' total votes shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by Statute, or by these By-Laws. If, however, such quorum shall not be present, or represented at any meeting of the members; the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

7. **Vote Required to Transact Business:** When a quorum is present at any meeting, a majority of the Unit Owners' total votes present in person or represented by written proxy at such meeting, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Statutes or the Declaration of Condominium or by these By-Laws a different vote is required, in which case such express provision shall govern and control the voting on such issue.

8. **Right to Vote and Designation of Voting Member:** If a Condominium Parcel is owned by one person, his right to vote shall be established by the recorded title to the Condominium Parcel. If a Condominium Parcel is owned by more than one person, the person entitled to cast the vote for the Condominium Parcel shall be designated in a certificate, signed by all of the recorded owners of the Condominium Parcel, and filed with the Secretary of the Association. If a Condominium Parcel is owned by a corporation, the officer or employee designated to cast the vote of the Condominium Parcel for the Corporation shall be designated in a certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Condominium Parcel shall be known as "voting member". If such a certificate is not on file with the Secretary of the Association for a Condominium Parcel owned by more than

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one person or by a Corporation, the vote of the Condominium Parcel concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Condominium Parcel, except if said Condominium Parcel is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Condominium Parcel concerned. If a Condominium Parcel is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. As provided herein, the vote of a Condominium Parcel is not divisible.

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the vote for the Condominium Parcel just as though he or she owned the Condominium Parcel individually, and without establishing the concurrence of the absent person.

9. Waiver and Consent: Whenever the vote of member at a meeting is required or permitted by any provision of the Statutes or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if the members holding a majority of the Unit Owners' total voter which would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

10. Order of Business: The proposed Order of Business at all meetings of the Association will be:

- (a) Determination of a Quorum;
- (b) Proof of Notice of Meeting or Waiver of Notice
- (c) Reading of Minutes of Prior Meeting
- (d) Officers' Reports
- (e) Committee Reports
- (f) Unfinished Business
- (g) New Business; and
- (h) Adjournment.

ARTICLE FOUR: Voting

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

2. At all meetings, all votes shall be viva voce, except: (a) where the Chair is unable to determine the outcome of the vote; (b) upon motion made, seconded and passed by the membership to vote otherwise; and (c) for the election of Directors, ballots shall be provided and there shall not appear my place on such ballot any mark or markings that might tend to indicate the person who cast such ballot.

3. For the election of Directors, voting shall be by secret ballot. When voting by ballot (for Directors or otherwise), the Chairman of such meeting, immediately prior to the commencement of balloting, shall appoint a committee of three (3) who shall act as "Inspectors of Election" and who shall, at the conclusion of such balloting, certify in writing the results and such certificate shall be affixed in the Minutes of that meeting.

4. No Inspector of election shall be a candidate for office or shall be personally interested in the question voted upon.

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PAGE 937

ARTICLE FIVE: Board of Directors

1. The business of this Association shall be governed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons as is determined from time to time by the members. All Directors, other than the Developer or his designated agents, shall be members of the Association and shall be residents of the State of Florida. All Directors, other than the Developer or his designated agents, shall reside at the Condominium at least nine (9) months of the year. However, until one of the events in Article XXV, Section 25.01, of the Declaration of Condominium first occurs, all Directors shall be designated by the Developer and need not be members or residents of the State of Florida.

2. The Directors to be chosen for the ensuing year shall be chosen at the Annual Meeting of this Association by plurality vote; and they shall serve for a term of one (1) year.

3. The Board of Directors shall have the control and management of the affairs and business of this Association and shall have the right to establish reserves or assessments for betterment of the Condominium Property. Said Board of Directors shall only act in the name of the Association when it shall be regularly convened by its chairman and after due notice to all Directors of such meeting, except that notice requirements may be dispensed with in the event of an emergency requiring action by the Board of Directors prior to the time notice would run.

4. All meetings of the Board of Directors of the Association shall be open to the members of the Association and notices of such meetings, stating the place and time thereof, shall be posted conspicuously at least forty-eight (48) hours prior to any such meeting to call the members' attention thereto; provided, however, in the event of an emergency, said notice shall not be required.

5. The organizational meeting of a newly elected Board of Directors (at which meeting Officers for the coming year shall be elected) shall be held within ten (10) days of the election of the new Board at such time and place as shall be fixed by the Chairman of the meeting at which they were elected.

6. A majority of the members of the Board of Directors shall constitute a quorum.

7. Each Director shall have one (1) vote and such voting may not be by proxy.

8. The Board of Directors may make such rules and regulations covering its meeting as it may, in its discretion, determine necessary.

9. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

10. Special Meetings of the Board of Directors may be called by the President or, in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of Special Meetings shall state the purpose of the meeting.

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

12. Vacancies in the said Board of Directors shall be filled by a vote of the majority of the remaining members of the Board of Directors for

118988 REC 938

the balance of the year, unless the vacancy occurs in regard to a Director designated by the Developer who shall thereupon designate a new Director.

13. The President of the Association by virtue of his office shall be Chairman of the Board of Directors and preside at meetings of the Board and the membership.

14. A Director may be removed either with or without cause at any time by a vote of the majority of the Association's membership at any Regular or Special Meeting of the membership of the Association, provided that before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting at which said motion is made, and such Director is given an opportunity to be heard at such meeting should he be present, prior to the vote of his removal. Notwithstanding the foregoing to the contrary, the removal process of Directors herein described shall not apply to Directors elected, appointed or designated by the Developer who may remove any such Director in its sole discretion and who shall thereafter designate the successor Director.

15. The first Board of Directors as designated by the Developer shall consist of :

LOU LEONE
ROBERT JACOBS
ROBERT LINNETT

who shall hold office and exercise all powers of the Board of Directors until the first annual membership meeting as set forth in Article Three, Section 2(a) of these By-Laws; provided any and all of said Directors shall be subject to replacement by the Developer, at its sole discretion, with or without cause.

16. Powers and Duties. The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not prohibited by law or by the Declaration of Condominium, this Association's Articles of Incorporation, or these By-Caws, or directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Declaration of Condominium, this Association's Articles of Incorporation, in these By-Caws, and in the Condominium Act. and all powers incidental thereto.

(b) To make and levy special and regular assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.

4 (d) To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and facilities, and the use and maintenance of the Condominium Parcels thereon, and the recreational area and facilities.

(e) To contract for the management of the Condominium and to designate to such contractor all of the powers and duties of the Association, except those which may be specifically required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association; to contract for the management or operation of portions of the Common Elements or facilities susceptible to the separate management or operation thereof; and to lease or concession such portions.

(f) Designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers

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of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association, one of whom shall be a Director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors as required.

(g) To enter into and upon the Condominium Parcels when necessary and at as little inconvenience as practical in connection with the maintenance, care and preservation of Common Elements and Condominium owned personal property.

(h) To use and to expend the assessments collected to maintain, care for and preserve the Condominium Parcels, the Common Elements, the Limited Common Elements, and the Condominium Property (other than the interiors of the Condominium Parcels which are to be maintained, cared for and preserved by the individual Condominium Unit Owners).

(i) To pay taxes and assessments levied and assessed against my real property the Corporation might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation.

(j) For the purpose of preservation, care and restoration of Condominium Property, each owner of a Condominium Parcel grants a perpetual easement in the event of an emergency to the then existing Board of Administration or its duly authorized agents to enter into his Condominium Parcel at any reasonable time (or at any unreasonable time if the necessities of the situation should require).

(k) To repair and replace Common Element and Limited Common Element facilities, machinery and equipment.

(l) To insure and keep insured the owners against loss from public liability and to carry such other insurance as the Board of Administration may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declaration of Condominium.

(m) To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Unit Owners for violations of the Declaration of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Administration.

ARTICLE SIX: Officers

1. The Principal Officers of the Association shall be as follows:

President, Vice President, Secretary, and Treasurer.

2. The President shall preside at all membership meetings. He shall, by virtue of his office, be Chairman of the Board of Directors. He shall present at each Annual Meeting of the Association an Annual Report of the work of the Association. He shall appoint all committees, temporary or permanent. He shall see to it that all books, reports, and certificates, as required by law, are properly kept or filed. He shall be one of the Officers who may sign the checks or drafts of the Association. He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.

3. The Vice President shall be a Director and shall, in the event of the absence or inability of the President to exercise his office, become acting President of the Association with all the rights, privileges, and powers of said office.

4. The Secretary shall:

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(1) Keep the minutes and records of the Association in appropriate books;

(b) File any certificate required by any Statute, Federal or State;

(c) Give and serve all notices to members of this Association;

(d) Be the official custodian of the records and seal, if any, of this Association;

(e) Be one of the officers required to sign the checks and drafts of the Association;

(f) Present to the membership, at any meetings any communication addressed to him as Secretary of the Association.

(g) Submit to the Board of Directors any communications which shall be addressed to him as Secretary of the Association;

(h) Attend to all correspondence of the Association and exercise all duties incident to the office of Secretary.

5. The Treasurer shall:

(a) Have custody of the Association's funds and securities, except the funds payable to the Management firm as provided in any applicable Management Agreement, if any, and he shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit in the manner required by the Condominium Act.

(b) Disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) Collect the Assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) Give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

(f) The duties of the Treasurer may be fulfilled by the Management Firm employed by the Association, and the Management Firm, if any, shall fulfill the duties of the Treasurer as specified in said Management Agreement, and shall have custody of such books of the Association as it determines in its sole discretion, and the foregoing shall include any books required to be kept by the Secretary of the Association.

6. No Officer shall, for reason of his office, be entitled to receive any salary or compensation, but, nothing herein shall be construed to prevent an Officer or Director from receiving any compensation from the Association for duties other than as a Director of the Association.

ARTICLE SEVEN: Salaries

The Board of Directors shall hire and fix the compensation of any and all employees which they, in their discretion, may determine to be necessary in the conduct of the business of the Association. However, no member of the Board of Directors or an Officer of the Association shall be paid any compensation for carrying out their duties.

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ARTICLE EIGHT: Committees

All committees of this Association shall be appointed by the majority of the Board of Directors for whatever period of time is designated by said Board of Directors.

ARTICLE NINE: finances and Assessments

1. **Depositories.** The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by two (2) Officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) Officers of the Association.

2. **Fiscal Year.** The fiscal year for the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

3. **Determination of Assessments.**

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which those By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments, and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium and recreation facilities. Funds for the payment of common expenses shall be assessed against the Unit Owners in the proportions and percentages of sharing common expenses as provided in the Declaration of Condominium. Said assessments shall be payable monthly in advance unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Unit Owner a statement of said Unit Owner's assessment. All assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

(c) The Board of Directors shall adopt an operating budget for each fiscal year.

4. **Application of Payments and Commingling of Funds.** All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors of the Association. All assessment payments by a Unit Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances, as provided herein and in the Declaration of Condominium, and general or special assessments. In such manner and amounts as the Board of Directors determines in its sole discretion.

5. **Acceleration of Assessment Installments Upon Default.** If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the Unit Owner and,

committees of this Association shall be appointed by the majority of the Board of Directors for whatever period of time is designated

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thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.

ARTICLE TEN: Minutes

Minutes of all meetings of the Association and the Board of Directors shall be kept in a businesslike manner and be made available for inspection by Unit Owners and Board members at all reasonable times.

ARTICLE ELEVEN: Compliance and Default

1. In the event of a violation (other than the non-payment of an assessment) by the Unit Owner in any of the provisions of the Declaration of Condominium, of these By-Laws or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional or inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

(a) An action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners;

(b) An action in equity to enforce performance on the part of the Unit Owner; or

(c) An action in equity for such equitable relief may be necessary under the circumstances, including injunctive relief.

2. All Unit Owners shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, of his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Condominium Parcel or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company or rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Unit Owner as a specific item which shall be a lien against said Condominium Parcel with the same force and effect as if the charge were a part of the common expenses.

3. In any proceeding arising because of an alleged default by a Unit Owner, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

4. The failure of the Association or of a Unit 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 Association or Unit Owner to enforce such right, provision, covenant or condition of the future.

ARTICLE TWELVE:

The Association shall indemnify every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expense reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Director and Officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein they shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director and Officer may be entitled.

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ARTICLE THIRTEEN: Liability Survives Termination of Membership

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

ARTICLE FOURTEEN: Liens

1. All liens against a Condominium Parcel, 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 upon a Condominium Parcel shall be paid before becoming delinquent as provided in these Condominium Documents or by law, whichever is sooner.

2. A Unit Owner shall give notice to the Association of every lien upon his Condominium Parcel, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

3. Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect title of his Condominium Parcel or any part of the property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

4. Failure to comply with this ARTICLE concerning liens will not affect the validity of any judicial sale.

5. The Association may maintain a register of all permitted mortgages, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Board of Directors of the Association may make such change as it deems appropriate against the applicable Condominium Parcel for supplying the information provided herein.

ARTICLE FIFTEEN: Amendments To The By-Laws

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit 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 full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the Unit Owners present in person or by proxy at such meeting.

(c) If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes of the Unit Owners present in person or by proxy at the meeting.

(d) Said amendment shall be recorded and certified as required by the Condominium Act. Notwithstanding anything above to the contrary, until one of the events in Article XXV, Section 25.01, of the Declaration of Condominium occurs, these By-Laws may not be amended without a prior resolution requesting the same amendment from the Board of Directors.

ARTICLE SIXTEEN: Construction

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

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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.

The foregoing were adopted as the By-Laws of THE HAMPTON BEACH CLUB CONDOMINIUM ASSOCIATION, INC. at the first meeting of its Board of Directors.

SECRETARY

APPROVED:

PRESIDENT

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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.

The foregoing were adopted as the By-Laws of THE HAMPTON BEACH CLUB CONDOMINIUM ASSOCIATION, INC. at the first meeting of

EXHIBIT "F"

MANAGEMENT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 19____, by and between THE HAMPTON BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereinafter called the "ASSOCIATION", and THE MARSOL COMPANY, a Florida Corporation, Property Management Division of Zaremba Pompano, hereinafter called "MANAGER".

WITNESSETH

WHEREAS,

(1) The ASSOCIATION is the governing body for the condominium located in Broward County, Florida; and

(2) The Corporation owning the outstanding stock of the MANAGER is a wholly-owned subsidiary of the Developer; and, as such is familiar with its proposed operation; and

(3) The ASSOCIATION desires to designate a Managing Agent for said condominium;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, It is agreed as follows:

1. **Definitions:** The terms used in this Management Agreement which are or shall be defined in the Condominium Act or the Declaration of Condominium unless provided to the contrary shall have the meanings assigned to such terms of said Act or Declaration.

2. **Employment:** The ASSOCIATION hereby appoints the MANAGER and the MANAGER hereby accepts the appointment on the terms and conditions provided for in this Management Agreement.

3. **Exclusiveness:** The management provided for herein shall be exclusively performed by or under the direct control and supervision of the MANAGER.

4. **Term:** The term of this Agreement shall commence on the date at which the first closing of a sale of a condominium unit in the condominium shall occur and shall continue in full force and effect until such time as all of the units that will be operated ultimately by the ASSOCIATION have been sold by the Developer, or until such time as the ASSOCIATION elects to exercise any rights to terminate that may be granted it under the Condominium Act; provided, however, the MANAGER shall have the right to terminate this Management Agreement upon thirty (30) days prior written notice to the ASSOCIATION.

If this condominium is approved by the Veterans Administration, Federal Housing Administration, or similar governmental agency for the financing of the purchase by third parties of condominium units in the condominium, the following terms shall apply. Anything in this Management Agreement to the contrary notwithstanding:

A. The term of this Management Agreement shall be for one (1) year from the date of the first closing but shall be renewable for successive one(1) year terms with the consent of the Association and the Manager.

B. Should this Management Agreement be terminated for any reason, then and in such event, the Association shall hire a professional management firm on terms and conditions similar to those set forth in this Management Agreement.

C. This Management Agreement may be terminated by either party thereto with cause upon thirty (30) days prior written notice.

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5. Powers and Duties of the MANAGER: The MANAGER shall have all of the powers and duties of the ASSOCIATION as set forth in the Declaration and By-Laws of the ASSOCIATION (except such thereof as are specifically required to be exercised by its directors or members) to the exclusion of all other persons and shall perform by way of illustration, and nor of limitation, the following services:

A. Cause to be hired, paid, and supervised, all persons necessary to be employed in order to properly maintain and operate the Condominium, who, in each instance, will be the employees of the ASSOCIATION, and cause to be discharged all persons unnecessary or undesirable.

B. Cause the Common Elements and Limited Common Elements to be maintained, repaired and replaced, as set forth in the Declaration, including interior and exterior cleaning and repairs and alterations to plumbing, electrical work, carpentry, painting, decorating and such other incidental alterations or changes therein as may be proper. Ordinary repairs, replacements or alterations involving an expenditure of more than ONE THOUSAND and 00/100 DOLLARS (\$1,000.00) for any one item shall be made Only with the prior written approval of the ASSOCIATION, but emergency repairs, immediately necessary for the preservation or safety of the buildings or for the safety of Unit Owners, tenants, or other persons, or, required to avoid suspension of any necessary service in the buildings, may be made by the MANAGER irrespective of the cost thereof, without the prior approval of the ASSOCIATION.

C. Cause all such acts and things to be done in or about the condominium as shall be necessary to comply with any and all orders or violations affecting the premises, placed thereon by any governmental authority having jurisdiction thereof, subject to the limitation with respect to amount of expenditure involved as contained in the preceding sub-paragraph of this Section.

D. Enter into contracts for garbage and trash removal, vermin extermination and other services, purchase all tools, equipment, and supplies which shall be necessary to properly maintain and operate the condominium; and make all such contracts and purchases in either the ASSOCIATION or the MANAGER'S name as the MANAGER shall elect.

E. Cause to be effected and maintained, to the extent obtainable, with insurance carriers selected by the MANAGER, in such amounts as the ASSOCIATION shall designate in writing, fire, liability, workmen's compensation and such other insurance as the ASSOCIATION may deem necessary or advisable.

F. Make a careful audit of all bills received for services, work, and supplies ordered in connection with maintaining and operating the condominium, pay all such bills, and also pay water charges, sewer charges and assessments assessed with respect to the Common Elements, if any, as and when the same shall become due and payable, taking advantage of all discounts on behalf of the ASSOCIATION.

G. Bill Unit Owners for Common Expenses and use its best efforts to collect same. In this regard, the ASSOCIATION hereby authorizes the MANAGER to make demand for all regular and special assessments and charges which may be due the ASSOCIATION and to take such action in the name of the ASSOCIATION by way of making, recording, satisfying, and foreclosing the ASSOCIATION'S lien therefor, or by way of other legal process or otherwise, as may be required for the collection of such assessments.

H. Consider and, where reasonable, attend to the complaints of the Unit Owners or their tenants, if such are permitted by the Declaration and By-Laws.

I. Cause to be prepared and file the necessary forms for Unemployment Insurance, Social Security Taxes, Withholding Taxes, and all other forms required by any Federal, State, or Municipal authority.

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J. **Deposit** all funds collected from the ASSOCIATION'S members or otherwise accruing to the ASSOCIATION, in a special bank account or accounts of the MANAGER, in a bank in Dade County, Florida, with suitable designation indicating their source, separate from other funds of the MANAGER. In the event interest is earned on any account, such interest shall accrue to the benefit of the ASSOCIATION.

K. Maintain in a satisfactory manner, the books of account, check books, minute books, and other records of the ASSOCIATION.

L. In conjunction with the accountant for the ASSOCIATION, arrange for an annual audit of the books of account of the ASSOCIATION, including an Annual Report each year of the operations of the ASSOCIATION for the year ended. A copy of each Annual Report shall be sent by the MANAGER to each Unit Owner.

M. Prepare and submit annually to the ASSOCIATION an operating budget setting forth the anticipated income and expenses of the Condominium for the ensuing year; notify Unit Owners of annual and all other assessments of Common Expenses as determined by the Board of Directors of the ASSOCIATION as more particularly set forth in the By-laws of the ASSOCIATION.

N. Cause a representative of its organization to attend meetings of the Unit Owners and of the Board of Directors of the ASSOCIATION and, if desired by the Board, have its representative act as secretary and record the minutes of such meetings.

O. Prepare and send out all notices of Board of Directors meetings and Members' meetings and such other letters and reports as the Board may request.

P. Maintain records sufficient to describe its services hereunder and such financial books and records, in accordance with prevailing accounting standards sufficient to identify the source of all funds collected by it as MANAGER and the disbursement thereof. Such records shall be kept at the office of the MANAGER and shall be available for inspection by the Unit Owners at reasonable times. The MANAGER shall perform a continual internal audit of its financial records relative to its services as MANAGER for the purpose of verifying the same, but no independent or external audit shall be required of it. The ASSOCIATION shall have the right to an annual external independent audit provided the cost thereof and the employment of such auditor be by the ASSOCIATION directly and not through the MANAGER; and that the external auditor be reasonably acceptable to the MANAGER. Such independent audit shall be at the office of the MANAGER.

Q. Retain and employ attorneys, accountants, and such other experts and professionals whose services the MANAGER may reasonably require to effectively perform its duties hereunder.

R. Maintain, manage, supervise and direct the Recreational Facilities owned by the ASSOCIATION for the use of its members; establish and enforce rules and regulations concerning the use thereof; and generally to do all things necessary and appropriate for the beneficial use of such facilities.

The specific services, obligations and responsibilities to provide maintenance and/or management to the unit owners, the amount of money to be paid for each service, obligation or responsibility, and a time schedule as to how often the service, obligation or responsibility is to be performed, and the minimum number of personnel to be employed to provide maintenance or management services is as set forth on Exhibit "A" attached hereto and made a part hereof.

6. Reimbursed Expenses: The ASSOCIATION authorizes the MANAGER to perform any act or do anything necessary or desirable in order to carry out its duties hereunder, and everything done by the MANAGER hereunder shall be done as agent of the ASSOCIATION and all obligations or expenses incurred thereunder shall be for the account, on

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page 945

behalf, and at the expense of the ASSOCIATION. Any payments made by the MANAGER hereunder shall be made out of such funds as the MANAGER may, from time to time, hold for the account of the ASSOCIATION or as may be provided by the ASSOCIATION. The MANAGER shall not be obliged to make any advance to or for the account of the ASSOCIATION, nor to pay any amount except out of funds held or provided as aforesaid, nor shall the MANAGER be obliged to incur any liability or obligation unless the ASSOCIATION shall furnish the MANAGER with the necessary funds for the discharge thereof. If the MANAGER shall voluntarily advance, for the ASSOCIATION'S account, any amount for the payment of any proper obligation or necessary expense connected with the maintenance or operation of the condominium, or otherwise, the MANAGER may reimburse itself out of the first collections from the Unit Owners. The MANAGER shall confer fully with the ASSOCIATION in the performance of its duties hereunder.

7. Indemnification: The MANAGER shall not be liable to the ASSOCIATION for any loss or damage not caused by the MANAGER'S own gross negligence or willful misconduct. The ASSOCIATION will indemnify and save harmless the MANAGER from any liability for damages, costs and expenses for injury to any person or property in, about, and in connection with the condominium, from any cause whatsoever, unless such injury shall be caused by the MANAGER'S own gross negligence or willful misconduct.

8. Office: The ASSOCIATION shall furnish to the MANAGER a suitable office on Condominium Property, along with necessary furniture, furnishings, office equipment and supplies with which to conduct the ASSOCIATION'S business. The office shall be rent free.

9. Compensation: As compensation for its services hereunder, the ASSOCIATION shall pay to the MANAGER the full amount of all sums disbursed or incurred by the MANAGER in the performance of his duties hereunder, plus the sum of \$25.00 per unit per month, \$300.00 per unit per year.

10. Notices: All notices which the parties hereto may desire or be required to give hereunder shall be deemed to have been properly given and shall be effective when, and if, sent by United States regular mail, postage prepaid, addressed to the ASSOCIATION at 1800 South Ocean Boulevard, Pompano Beach, Florida; and, to the MANAGER at 1800 South Ocean Boulevard, Pompano Beach, Florida; or to such other addresses as either of the parties may designate in writing.

11. Benefit: This Agreement and every provision hereof shall bind, apply to and run in favor of the ASSOCIATION and the MANAGER and respective successors in interest, and may not be changed, waived, or terminated orally. Neither of the parties may assign this Agreement without the written consent of the other.

12. Severability: If any section, sub-section, sentence, clause, phrase or word of this Agreement shall be and is, for any reason, held or declared to be inoperative or void, such holding will not affect the remaining portions of this Agreement and it shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part therein and the remainder of this Agreement, after the exclusion of such parts, shall be deemed and held to be as valid as if such excluded parts had never been included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

THE HAMPTON BEACH CLUB
CONDOMINIUM, ASSOCIATION, INC.

(Corporate Seal)

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BY: _____

ATTEST: _____
SECRETARY

REC-8988
MAY 9 19

(Corporate Seal)

THE MARSOL COMPANY

BY: _____

ATTEST: _____
SECRETARY

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ADDENDUM TO MANAGEMENT AGREEMENT
THE HAMPTON BEACH CLUB CONDOMINIUM

1. The following sub-paragraphs of Paragraph 5 of the Management Agreement, entitled "Powers and Duties of the MANAGER", shall be designated as "ACCOUNTING SERVICES".

Paragraphs "F", "G", "I", "J", "K", "L", "M" and "P".

Additionally, we will prepare a five (5) year sinking fund reserve projection for capital expenditures on items recurring only periodically, e.g., painting, shrubbery, carpeting, roof, etc., for common areas.

- (a) Prepare monthly operating and cash position statements and statement of replacement reserve account.
- (b) Analyze and compare operating receipts and disbursements against the Board-approved budget. Where a significant variation is shown (10%) above or below the budgeted amount, prepare a letter of explanation to accompany the financial statement. Suggest corrective recommendations if applicable.

Cost allocation to the above is \$833.00 monthly; \$9,996.00 yearly.

Certain of the services as designated in the above paragraphs contain areas of responsibility which will be performed on either a weekly, monthly, quarterly or annual basis, or more frequently as needed in accordance with generally accepted accounting principles, or as may be required by any federal, state or municipal authority.

2. The following sub-paragraphs of Paragraph 5 of the Management Agreement entitled "Powers and Duties of the MANAGER" shall be designated as "ADMINISTRATIVE SERVICES".

Paragraphs "A", "C", "D", "E", "G", "H", "K", "L", "M", "N", "O" and "Q".

The services to be performed therein shall be provided on an as-needed basis.

- (a) Additionally, we will compile, assemble and analyze data, prepare specifications, and call for bids for major improvement projects. Analyze and compare bids, issue contracts, and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.
- (b) Inspect contractual services for building maintenance for satisfactory performance. Prepare any necessary compliance letters to Vendors.
- (c) Collect, organize, and maintain a complete file for the Association of all legal documents including Public Reports, Declaration, By-laws, etc., insurance policies, owners list, correspondence, House and Pool Rules, blueprints, and specifications, etc.
- (d) Coordinate newsletters as needed for disseminating information and instructions.
- (e) Exercise close supervision over hours and working conditions of employed personnel to insure compliance with wage and Hour and Workmen's Compensation Laws.
- (f) Act as liaison for the Association in any negotiations or disputes with local, federal, or state taxing agencies or regulatory bodies.

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Cost allocation for the above is \$1,667.00 monthly; \$20,000.00 yearly. .

3. The following sub-paragraphs of Paragraph 5 of the Management Agreement, entitled "Powers and Duties of the MANAGER", shall be designated as "ON-SITE SUPERVISORY SERVICES".

Paragraphs "B" and "R".

The services to be performed therein shall be provided on a five and one-half (5½) day per week basis.

At no time shall there be less than two (2) personnel employed by the MANAGER for the purpose of providing the services specified therein.

Cost allocation for the above is \$1,000.00 monthly; \$12,000.00 yearly.

1118988 PAGE 032



Return TO: Gary Morton
First Federal Savings and Loan
Association of Broward County
301 E. Las Olas Blvd.
Fort Lauderdale, Florida

80-195305

AMENDMENT NO. 1
TO DECLARATION OF CONDOMINIUM
ESTABLISHING
THE HAMPTON BEACH CLUB CONDOMINIUM

JUL 2 12 39 PM '80

The undersigned, being the declarant and the Developer of THE HAMPTON BEACH CLUB CONDOMINIUM, does hereby file this Amendment No. 1 to that certain Declaration of Condominium establishing THE HAMPTON BEACH CLUB CONDOMINIUM, recorded July 1, 1980, in Official Records Book 8988, at Page 879 of the Public Records of Broward County, Florida, under Clerk's File No. 80-193320 in order to correct that certain scrivener's error pertaining to Exhibit "A", Sheet 1, containing the legal description of the property submitted to Condominium ownership and said Exhibit "A", Sheet 1, as presently recorded among the Public Records of Broward County, Florida, is hereby deleted in its entirety and a new Exhibit "A", Sheet 1, attached hereto as Schedule "A" is hereby inserted in lieu thereof, and does hereby constitute and shall hereinafter constitute the legal description of the property submitted to Condominium ownership.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal, this 2nd day of July, 1980.

THIS IS NOT AN OFFICIAL COPY

Signed, Sealed and Delivered
in the Presence of:

FLORIDA COMMUNITIES OCEANSIDE,
a Joint Venture

BY: ZAREMBA POMPANO CO.

Rosalie A. Darden

BY: [Signature]

(CORPORATE SEAL)

BY: SENTINEL COMMUNITIES, INC.

Rosalie A. Darden

BY: [Signature]

(CORPORATE SEAL)

STATE OF FLORIDA)
 : SS.:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared Lanny Kalde as Executive Vice President of ZAREMBA POMPANO CO., an Ohio corporation, to me known and known to me to be the person who executed the foregoing instrument as such officer, and he duly acknowledged before me that he executed the same freely and voluntarily as the act and deed of said corporation.

WITNESS my hand and official seal in the county and state aforesaid, this 2nd day of July, 1980.

Rosalie A. Darden
Notary Public, State of Florida

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires May 9, 1982
Bonded by American F&C Casualty Company

This was prepared by Jeffrey Wirthorn of
THE LAW OFFICES OF LAYNE & BRILL PA., 21 Southeast First Avenue, Miami, Florida 33131

FILE 8992 PAGE 620

[Handwritten initials]

STATE OF FLORIDA)
 : SS.:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared David Richardson as Vice President of SENTINEL COMMUNITIES, INC., a Florida corporation, to me known and known to me to be the person who executed the foregoing instrument as such officer, and he duly acknowledged before me that he executed the same freely and voluntarily as the act and deed of said corporation.

WITNESS my hand and official seal in the county and state aforesaid, this 2nd day of July, 1980.

Rosalie A. Jordan
Notary Public, State of Florida

My Commission Expires:

My Commission Expires: 12/31/81
I, Rosalie A. Jordan, Notary Public,
do hereby certify that I am duly qualified.

THIS IS NOT AN
OFFICIAL COPY

FILE 8992 PAGE 621

SCHEDULE "A"

DESCRIPTION OF CONDOMINIUM PROPERTY

A parcel of land in Government Lot 1, Section 7, Township 49 South, Range 43 East, bounded as follows: On the North by a line parallel to and 4000.00 feet Southerly from, measured at right angles to, the East and West quarter section line in Section 6 of said Township and Range; On the South by a line 350 feet Southerly from, measured at right angles to, the North boundary hereof; On the West by the West Line of said Government Lot 1; and On the East by the waters of the Atlantic Ocean, together with such littoral rights as may appertain thereto; subject to the right-of-way of State Road A-1-A, as now laid out, and in use thru the above described parcel. Said lands situate, lying and being in Broward County, Florida.

LESS

A ten foot strip of land lying West of and parallel with State Road A-1-A in Government Lot 1, Section 7, Township 49 South, Range 43 East, bounded as follows: On the North by a line 4000.00 feet South of and parallel with the East and West One-Quarter Section Line of Section 6, Township 49 South, Range 43 East; On the South by a line 4,350.00 feet South of and parallel with said One-Quarter Section Line; On the East by a line 40 feet West of and parallel with the centerline of State Road A-1-A, as now laid out and in use; On the West by a line 50 feet West of and parallel with said centerline.

THIS IS AN
OFFICIAL COPY
AND LESS

A ten foot strip of land lying East of and parallel with State Road A-1-A in Government Lot 1, Section 7, Township 49 South, Range 43 East, bounded as follows: On the North by a line 4000.00 feet South of and parallel with the East and West One-Quarter Section Line of Section 6, Township 49 South, Range 43 East; On the South by a line 4,350.00 feet South of and parallel with said One-Quarter Section Line; On the West by a line 40 feet East of and parallel with the centerline of State Road A-1-A, as now laid out and in use; On the East by a line 50 feet East of and parallel with said centerline.

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

011 8992 PAGE 622

**CONDO/TOWNHOUSE/VILLA
MULTIPLE LISTING SERVICE
DATA FORM**

List Price _____ MLS Listing Period (up to six months) _____
Selling Agent Commission _____

Owner Information

Please Print:

Last Name	First Name
Last Name (2nd Owner)	First Name
Street Address Unit	City State Zip
Daytime Phone	Evening Phone
Fax	Email Address

Property Address

Please Print:

Street Address Unit	City State Zip
County	Complex Name
Model Name	Development Name

Property Type

_____ Condo, _____ Villa, _____ Co-Op, _____ Townhouse, _____ Duplex,
_____ Other,

The Unit is _____ Attached, _____ Detached, _____ Owner Occupied, _____ Vacant,
_____ Rented, _____ New Construction, _____ Never Lived In,

Floor Location of Unit __1st, __2nd, __3rd, _____ Other, _____ Total Floors in Building

Unit# _____, Building # _____, _____ Total # of Units in Building, _____ Total # of Units in Complex

Is the Property an Efficiency Unit ___Yes ___No, The Unit Has _____ Balcony,
_____ Porch, _____ Patio, _____ Other

Assigned Parking Space # _____ Dock Space

The Main Living Area is Located _____ Entry Level, _____ Upstairs, _____ Other

Ownership (Check One)

___ Fee Simple, ___ Fee Simple W/Home Owner's Association, ___ Condominium
___ Deed Restrictions, _____ Homeowners Association Required, _____ Homeowners
Association Optional, _____ Land Lease

Governing Bodies

___ Builder Control, ___ Condo Association, ___ Home Owners Association,
___ None

General Information

Directions from a major road or intersection

Remarks

Property Description or additional information (up to 300 characters)

Financial Information

Selling Terms

___ Assumption ___ Conventional ___ FHA/VA ___ Lease Option ___ Owner Financing

Other Terms Considered _____

Total Mortgage Balance _____

Taxes Paid: _____ Tax Year _____

Tax Exemptions

___ No Exemptions ___ Homestead _____ Other Exemptions _____

Do you pay any special tax assessments ___ Yes ___ No (Description) _____

Tax I.D # (as shown on tax bill) _____

Associations and memberships

Condo Owners Association ___ Yes ___ No Association Name _____

Association Fee _____ Monthly, ___ Quarterly, ___ Semi Annually, ___ Annually
_____ Application Fee, _____ Maintenance Fee,

Association Approval Information

___ Application Fee Required, ___ Association Approval Required, ___ Personal
Interview Required, ___ No Approval Required, _____ Other Approvals Required,
___ 1-2 Weeks Approval, ___ 3-4 Weeks Approval, ___ Rapid Approvals, ___ Unknown

Is There a Land Lease ___ Yes ___ No \$ _____ Amount, Recreation Lease ___ Yes, ___ No
\$ _____

Maintenance Fee Includes

___ Air Conditioning Maintenance, ___ Building Exterior, ___ Club House, ___ Cable,
___ Common Area, ___ Electric, ___ Exterior, ___ Golf, ___ Insurance, ___ Hot Water,
___ Landscaping/Lawn Maintenance, ___ Laundry Facilities, _____ Manager,
___ No Maintenance Included, ___ Parking, ___ Pest Control Interior, ___ Pool Service,
___ Recreation Facilities, ___ Roof Repairs, ___ Security, ___ Trash Removal, ___ Water,
_____ Other

Membership Purchase Requirements ___ Yes ___ No Membership Amount _____

Amenities

___ Bar, ___ Basketball, ___ Bike/Jog Path, ___ Bike Storage, ___ Billiard Room, ___ Boat
Dock, ___ Picnic Area, ___ Club House, ___ Common Laundry, ___ Courtesy Bus,
___ Elevator, ___ Exercise Room, ___ Extra Storage, ___ Exterior Lighting, ___ Heated
Pool, ___ Library, ___ No Amenities, _____ Other Membership Available,
___ Private Beach Pavilion, ___ Golf Course, ___ Putting Green, ___ Sauna, ___ Tennis
Courts, ___ Spa/Hot Tub ___ Play Area, ___ Pool, ___ Shuffle Board, ___ Trash Chute,
___ Vehicle Wash Area

School Information

Elementary School _____

Middle School _____

High School _____

Property Information

Approximate Year Built _____ # Bedrooms _____ # Full Baths _____ # Half Baths _____
Approximate Square Feet (under air) _____ Total Square Feet _____
Approximate Land Size or Dimensions _____

Attached Garage: Yes No _____ Detached Garage: Yes No # Garage Spaces _____
Carport: Yes No _____ Attached _____ Detached _____ # Carport Spaces _____
Garage Features Door Opener, _____ Converted, _____ A/C Unit, _____ Storage _____

Parking Information 1 Space, 2 or More Spaces, _____ Covered Parking,
_____ Deeded Parking, _____ Detached, _____ Golf Cart Parking, _____ Guest Parking, _____ Open
Space Parking, _____ RV/Boat Parking, _____ Space Purchased, _____ Space Rented, _____ Street
Parking, _____ Parking Under Building, _____ Valet Parking, _____ Other _____

Parking Restrictions _____ No Motorcycle, _____ No RV/Boat, _____ No Tractor Trailer,
Other Parking Restrictions _____

Waterfront Property Yes No (if yes) _____ Canal Front, _____ Ocean Access, _____ Lake,
_____ Pond, _____ Seawall, _____ Other _____

Water Access Yes No (if yes) _____ Beach Access, _____ Boat Lift, _____ Private Dock,
_____ Dock Available, _____ Other _____

Property Faces East, West, North, Northeast, _____ Northwest, South,
_____ Southeast, _____ Southwest _____

Unit View Club, Garden, Golf, Intracoastal, Ocean, Pool,
_____ Tennis, Water, None, _____ Other _____
Unit is Available _____ Furnished, _____ Part Furnished, _____ Unfurnished _____

Foundation
_____ Slab, _____ Crawlspace, _____ Basement _____

Exterior Features
 Awnings, Barbecue, Courtyard, Deck, Fence, Fruit Tree, Open
Balcony, Open Porch, Patio, Privacy Wall, Satellite Dish, Screened
Balcony, Screened Porch, Shed, Shutters, _____ Other _____

Private Pool Yes No (if yes) _____ Above Ground, _____ Below Ground, Child Gate,
_____ Concrete, Fiberglass, _____ Freeform, _____ Gunite, _____ Heated, _____ Screened, _____ Solar,
_____ Whirlpool, _____ Other, Pool Dimensions _____,
Private Spa/Hot Tub Yes No _____

Windows/Treatments
_____ Arched, _____ Awning, _____ Bay, _____ Blinds, _____ Casement, _____ Drapes, _____ Double
Hung, _____ Jalousie, _____ Sash, _____ Picture, _____ Sliding, _____ Tinted, _____ Thermal,
_____ Vertical, _____ Other _____

Additional Information

Flooring

Carpet, Ceramic Tile, Concrete, Marble, Parquet, Slate, Terrazzo, Vinyl, Wood, _____ Other

Room Dimensions

For each room please indicate the size rounded to the nearest foot.

Living Room x , Dining Room x , Kitchen x , Family Room x ,
Florida Room x , Master Bedroom x , 2nd Bedroom x ,
3rd Bedroom x , 4th Bedroom x , 5th Bedroom x , Den x

Bedroom Description

Master Bedroom Upstairs, Master Bedroom Ground Level, Sitting Room,
 One or more Bedrooms on Ground Level, _____ Other

Master Bath Description

2 master baths, Tub & Shower, Separate Tub & Shower, Tub Only,
 Shower Only, Whirlpool/Spa, Dual Sinks

Interior Features

Bar, Built-Ins, Cook Island, Custom Mirrors, Elevator, _____
 Fireplace, Foyer, French Doors, Pantry, Roman Tub, Skylight,
 Vaulted Ceiling, Volume Ceiling, Walk In Closets, _____ Wet Bar,
Other _____

Fireplace Information

Electric, Family Room, Gas Fireplace, Living Room, Wood Burning,
_____ Other Location

Rooms

Additional Rooms

Family Room, Florida Room, Garage Conversion, Glass Porch,
 Great Room, Separate Guest/In Law Quarters, Maid/In Law Quarters,
 Utility/Laundry in Garage, Utility/Laundry Room

Dining Area

Breakfast Area, Dining/Living Room, Family Room/Dining Combination,
 Formal Dining, Kitchen Dining, Snack/Bar/Counter

Equipment/Appliances Included

Automatic Garage Door Opener, Central Vacuum, Trash Compactor,
 Dishwasher, Disposal, Dryer, Fire Alarm, Washer/Dryer Hook-Up,
 Ice Maker, Intercom, Microwave, Electric Range, Gas Range,
 Refrigerator, Security System Leased, Self Cleaning Oven, Smoke
Detector, Solar Water Heater, Washer/Dryer Leased, Wall Oven, Water
Softener, Other _____

Of Ceiling Fans _____

Heating Description

___ Central Heat, ___ Electric, ___ Gas, ___ Solar Heat, ___ Window/Wall Unit, ___ Zoned Heat Cycle, ___ No Heat, _____ Other

Cooling Description

___ Central Air Conditioning, ___ No Air Conditioning, ___ Window/Wall Unit, ___ Attic Fan, ___ Thermal Attic Fan, ___ Zoned Cooling

Is Cable Available ___ Yes ___ No

Property Restrictions ___ Exterior Alterations, ___ No Leasing, ___ No Leasing First Year Owned, ___ OK to Lease, ___ No Restrictions, ___ No Trucks/RV's,

Other Restrictions _____

Are There any Minimum # of Days for Leasing Unit _____

Limit on # of Times Per Year Unit Can Be Leased _____

Are Pets Allowed _Yes _No, _____ Restrictions or Possible Restrictions, ___ Cats OK, ___ Dogs OK, ___ More than 20 LBS, ___ Maximum 20 LBS

Security Information

___ Complex Fenced, ___ Elevator Secure, ___ Card Entry Gate, ___ Phone Entry, ___ Guard Secured, ___ Guard at Site, ___ Intercom in Lobby, ___ Lobby Secured, ___ No Burglar Alarm, ___ Private Guards, ___ Leased Burglar Alarm, ___ Security Patrol, ___ TV Camera, ___ Alarm System in Unit, _____ Other

Construction of Building

___ Asbestos, ___ Brick, ___ Brick Veneer, ___ CBS (Concrete Block & Stucco), ___ Frame, ___ Log, ___ On Piling, ___ Siding, ___ Stone, Other _____

The owner(s) acknowledges that the foregoing information provided in this data form is believed to be true and correct and will become a part of the listing agreement. The above property is not currently listed on the Multiple Listing Service.

Owners Signature

Owners Signature

Date

Date

**CONDO/TOWNHOUSE/VILLA
MULTIPLE LISTING SERVICE
DATA FORM**

List Price _____ MLS Listing Period (up to six months) _____
Selling Agent Commission _____

Owner Information

Please Print:

_____	_____	_____	_____	_____
Last Name		First Name		
_____	_____	_____	_____	_____
Last Name (2nd Owner)		First Name		
_____	_____	_____	_____	_____
Street Address	Unit	City	State	Zip
_____	_____	_____	_____	_____
Daytime Phone		Evening Phone		
_____		_____		
Fax		Email Address		
_____		_____		

Property Address

Please Print:

_____	_____	_____	_____	_____
Street Address	Unit	City	State	Zip
_____	_____	_____	_____	_____
County		Complex Name		
_____		_____		
Model Name		Development Name		
_____		_____		

Property Type

_____ Condo, _____ Villa, _____ Co-Op, _____ Townhouse, _____ Duplex,
_____ Other,

The Unit is _____ Attached, _____ Detached, _____ Owner Occupied, _____ Vacant,
_____ Rented, _____ New Construction, _____ Never Lived In,

Floor Location of Unit __1st, __2nd, __3rd, _____ Other, _____ Total Floors in Building

Unit# _____, Building # _____, _____ Total # of Units in Building, _____ Total # of Units in Complex

Is the Property an Efficiency Unit ___ Yes ___ No, The Unit Has _____ Balcony,
_____ Porch, _____ Patio, _____ Other

Assigned Parking Space # _____ Dock Space

The Main Living Area is Located _____ Entry Level, _____ Upstairs, _____ Other

Ownership (Check One)

___ Fee Simple, ___ Fee Simple W/Home Owner's Association, ___ Condominium
___ Deed Restrictions, _____ Homeowners Association Required, _____ Homeowners
Association Optional, _____ Land Lease

Governing Bodies

___ Builder Control, ___ Condo Association, ___ Home Owners Association,
___ None

General Information

Directions from a major road or intersection

Remarks

Property Description or additional information (up to 300 characters)

Financial Information

Selling Terms

___ Assumption ___ Conventional ___ FHA/VA ___ Lease Option ___ Owner Financing

Other Terms Considered _____

Total Mortgage Balance _____

Taxes Paid: _____ Tax Year _____

Tax Exemptions

___ No Exemptions ___ Homestead _____ Other Exemptions _____

Do you pay any special tax assessments ___ Yes ___ No (Description) _____

Tax I.D # (as shown on tax bill) _____

Associations and memberships

Condo Owners Association ___ Yes ___ No Association Name _____

Association Fee _____ Monthly, ___ Quarterly, ___ Semi Annually, ___ Annually
_____ Application Fee, _____ Maintenance Fee,

Association Approval Information

___ Application Fee Required, ___ Association Approval Required, ___ Personal
Interview Required, ___ No Approval Required, _____ Other Approvals Required,
___ 1-2 Weeks Approval, ___ 3-4 Weeks Approval, ___ Rapid Approvals, ___ Unknown

Is There a Land Lease ___ Yes ___ No \$ _____ Amount, Recreation Lease ___ Yes, ___ No
\$ _____

Maintenance Fee Includes

___ Air Conditioning Maintenance, ___ Building Exterior, ___ Club House, ___ Cable,
___ Common Area, ___ Electric, ___ Exterior, ___ Golf, ___ Insurance, ___ Hot Water,
___ Landscaping/Lawn Maintenance, ___ Laundry Facilities, _____ Manager,
___ No Maintenance Included, ___ Parking, ___ Pest Control Interior, ___ Pool Service,
___ Recreation Facilities, ___ Roof Repairs, ___ Security, ___ Trash Removal, ___ Water,
_____ Other

Membership Purchase Requirements ___ Yes ___ No Membership Amount _____

Amenities

___ Bar, ___ Basketball, ___ Bike/Jog Path, ___ Bike Storage, ___ Billiard Room, ___ Boat
Dock, ___ Picnic Area, ___ Club House, ___ Common Laundry, ___ Courtesy Bus,
___ Elevator, ___ Exercise Room, ___ Extra Storage, ___ Exterior Lighting, ___ Heated
Pool, ___ Library, ___ No Amenities, _____ Other Membership Available,
___ Private Beach Pavilion, ___ Golf Course, ___ Putting Green, ___ Sauna, ___ Tennis
Courts, ___ Spa/Hot Tub ___ Play Area, ___ Pool, ___ Shuffle Board, ___ Trash Chute,
___ Vehicle Wash Area

School Information

Elementary School _____

Middle School _____

High School _____

Property Information

Approximate Year Built _____ # Bedrooms _____ # Full Baths _____ # Half Baths _____
Approximate Square Feet (under air) _____ Total Square Feet _____
Approximate Land Size or Dimensions _____

Attached Garage: Yes No _____ Detached Garage: Yes No # Garage Spaces _____
Carport: Yes No _____ Attached _____ Detached _____ # Carport Spaces _____
Garage Features Door Opener, _____ Converted, _____ A/C Unit, _____ Storage _____

Parking Information 1 Space, 2 or More Spaces, _____ Covered Parking,
_____ Deeded Parking, _____ Detached, _____ Golf Cart Parking, _____ Guest Parking, _____ Open
Space Parking, _____ RV/Boat Parking, _____ Space Purchased, _____ Space Rented, _____ Street
Parking, _____ Parking Under Building, _____ Valet Parking, _____ Other _____

Parking Restrictions _____ No Motorcycle, _____ No RV/Boat, _____ No Tractor Trailer,
Other Parking Restrictions _____

Waterfront Property Yes No (if yes) _____ Canal Front, _____ Ocean Access, _____ Lake,
_____ Pond, _____ Seawall, _____ Other _____

Water Access Yes No (if yes) _____ Beach Access, _____ Boat Lift, _____ Private Dock,
_____ Dock Available, _____ Other _____

Property Faces East, West, North, Northeast, _____ Northwest, _____ South,
_____ Southeast, _____ Southwest _____

Unit View Club, Garden, Golf, Intracoastal, Ocean, Pool,
_____ Tennis, Water, None, _____ Other _____
Unit is Available _____ Furnished, _____ Part Furnished, _____ Unfurnished _____

Foundation
_____ Slab, _____ Crawlspace, _____ Basement _____

Exterior Features
 Awnings, Barbecue, Courtyard, Deck, Fence, Fruit Tree, Open
Balcony, Open Porch, Patio, Privacy Wall, Satellite Dish, Screened
Balcony, Screened Porch, Shed, Shutters, _____ Other _____

Private Pool Yes No (if yes) _____ Above Ground, _____ Below Ground, Child Gate,
_____ Concrete, _____ Fiberglass, _____ Freeform, _____ Gunite, _____ Heated, _____ Screened, _____ Solar,
_____ Whirlpool, _____ Other, Pool Dimensions _____,
Private Spa/Hot Tub Yes No _____

Windows/Treatments
_____ Arched, _____ Awning, _____ Bay, _____ Blinds, _____ Casement, _____ Drapes, _____ Double
Hung, _____ Jalousie, _____ Sash, _____ Picture, _____ Sliding, _____ Tinted, _____ Thermal,
_____ Vertical, _____ Other _____

Additional Information

Flooring

Carpet, Ceramic Tile, Concrete, Marble, Parquet, Slate, Terrazzo, Vinyl, Wood, _____ Other

Room Dimensions

For each room please indicate the size rounded to the nearest foot.

Living Room x , Dining Room x , Kitchen x , Family Room x ,
Florida Room x , Master Bedroom x , 2nd Bedroom x ,
3rd Bedroom x , 4th Bedroom x , 5th Bedroom x , Den x

Bedroom Description

Master Bedroom Upstairs, Master Bedroom Ground Level, Sitting Room,
 One or more Bedrooms on Ground Level, _____ Other

Master Bath Description

2 master baths, Tub & Shower, Separate Tub & Shower, Tub Only,
 Shower Only, Whirlpool/Spa, Dual Sinks

Interior Features

Bar, Built-Ins, Cook Island, Custom Mirrors, Elevator, _____
 Fireplace, Foyer, French Doors, Pantry, Roman Tub, Skylight,
 Vaulted Ceiling, Volume Ceiling, Walk In Closets, _____ Wet Bar,
Other _____

Fireplace Information

Electric, Family Room, Gas Fireplace, Living Room, Wood Burning,
_____ Other Location

Rooms

Additional Rooms

Family Room, Florida Room, Garage Conversion, Glass Porch,
 Great Room, Separate Guest/In Law Quarters, Maid/In Law Quarters,
 Utility/Laundry in Garage, Utility/Laundry Room

Dining Area

Breakfast Area, Dining/Living Room, Family Room/Dining Combination,
 Formal Dining, Kitchen Dining, Snack/Bar/Counter

Equipment/Appliances Included

Automatic Garage Door Opener, Central Vacuum, Trash Compactor,
 Dishwasher, Disposal, Dryer, Fire Alarm, Washer/Dryer Hook-Up,
 Ice Maker, Intercom, Microwave, Electric Range, Gas Range,
 Refrigerator, Security System Leased, Self Cleaning Oven, Smoke
Detector, Solar Water Heater, Washer/Dryer Leased, Wall Oven, Water
Softener, Other _____

Of Ceiling Fans _____

Heating Description

___ Central Heat, ___ Electric, ___ Gas, ___ Solar Heat, ___ Window/Wall Unit, ___ Zoned Heat Cycle, ___ No Heat, _____ Other

Cooling Description

___ Central Air Conditioning, ___ No Air Conditioning, ___ Window/Wall Unit, ___ Attic Fan, ___ Thermal Attic Fan, ___ Zoned Cooling

Is Cable Available ___ Yes ___ No

Property Restrictions ___ Exterior Alterations, ___ No Leasing, ___ No Leasing First Year Owned, ___ OK to Lease, ___ No Restrictions, ___ No Trucks/RV's,

Other Restrictions _____

Are There any Minimum # of Days for Leasing Unit _____

Limit on # of Times Per Year Unit Can Be Leased _____

Are Pets Allowed _Yes _No, _____ Restrictions or Possible Restrictions, ___ Cats OK, ___ Dogs OK, ___ More than 20 LBS, ___ Maximum 20 LBS

Security Information

___ Complex Fenced, ___ Elevator Secure, ___ Card Entry Gate, ___ Phone Entry, ___ Guard Secured, ___ Guard at Site, ___ Intercom in Lobby, ___ Lobby Secured, ___ No Burglar Alarm, ___ Private Guards, ___ Leased Burglar Alarm, ___ Security Patrol, ___ TV Camera, ___ Alarm System in Unit, _____ Other

Construction of Building

___ Asbestos, ___ Brick, ___ Brick Veneer, ___ CBS (Concrete Block & Stucco), ___ Frame, ___ Log, ___ On Piling, ___ Siding, ___ Stone, Other _____

The owner(s) acknowledges that the foregoing information provided in this data form is believed to be true and correct and will become a part of the listing agreement. The above property is not currently listed on the Multiple Listing Service.

Owners Signature

Owners Signature

Date

Date

