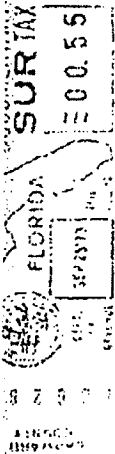
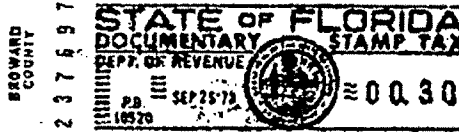


RWO 650 Section 3  
 ER No. 7 Loc'n. 720 P. O. BOX 2127, HOLLYWOOD, FLORIDA Township 51 S  
 Pole No. \_\_\_\_\_ BY: T. L. CANALE Range 41 E

May 14, 19 73

FLORIDA POWER & LIGHT COMPANY  
Miami, Florida



Gentlemen:

The undersigned, owner (s) of the premises described below, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows:

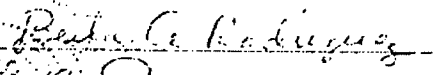
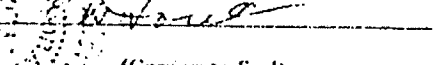
A 10 foot wide easement in Tract 17, Section 3, Township 51 South, Range 41 East of A. J. Bendle's sub-division of Section 3 in accordance with the plat thereof recorded in Plat Book 2, at Page 16 of the Public Records of Dade County, Florida. Said lands situate lying and being in Broward County, Florida; which said easement is particularly shown and described on Florida Power & Light Company drawing dated April 27, 1973, marked Exhibit "A", attached hereto and made a part hereof.

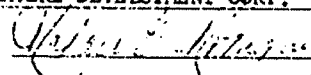
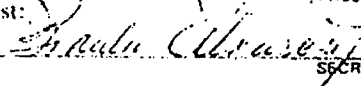
and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted to allow any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes; to ingress and egress to said premises at all times to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on September 4th, 1973.

Signed, sealed and delivered in the presence of:

  
  
 (Corporate Seal)

CANVERT DEVELOPMENT CORP.  
 By:  PRESIDENT  
 Attest:  SECRETARY

STATE OF FLORIDA AND COUNTY OF Dade

I HEREBY CERTIFY that before me, personally appeared Rafael E. Rodriguez & Braulio Alvarez respectively, President and Secretary of CANVERT DEVELOPMENT CORP.

a Corporation organized under the Laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 11th day of September, 1973.

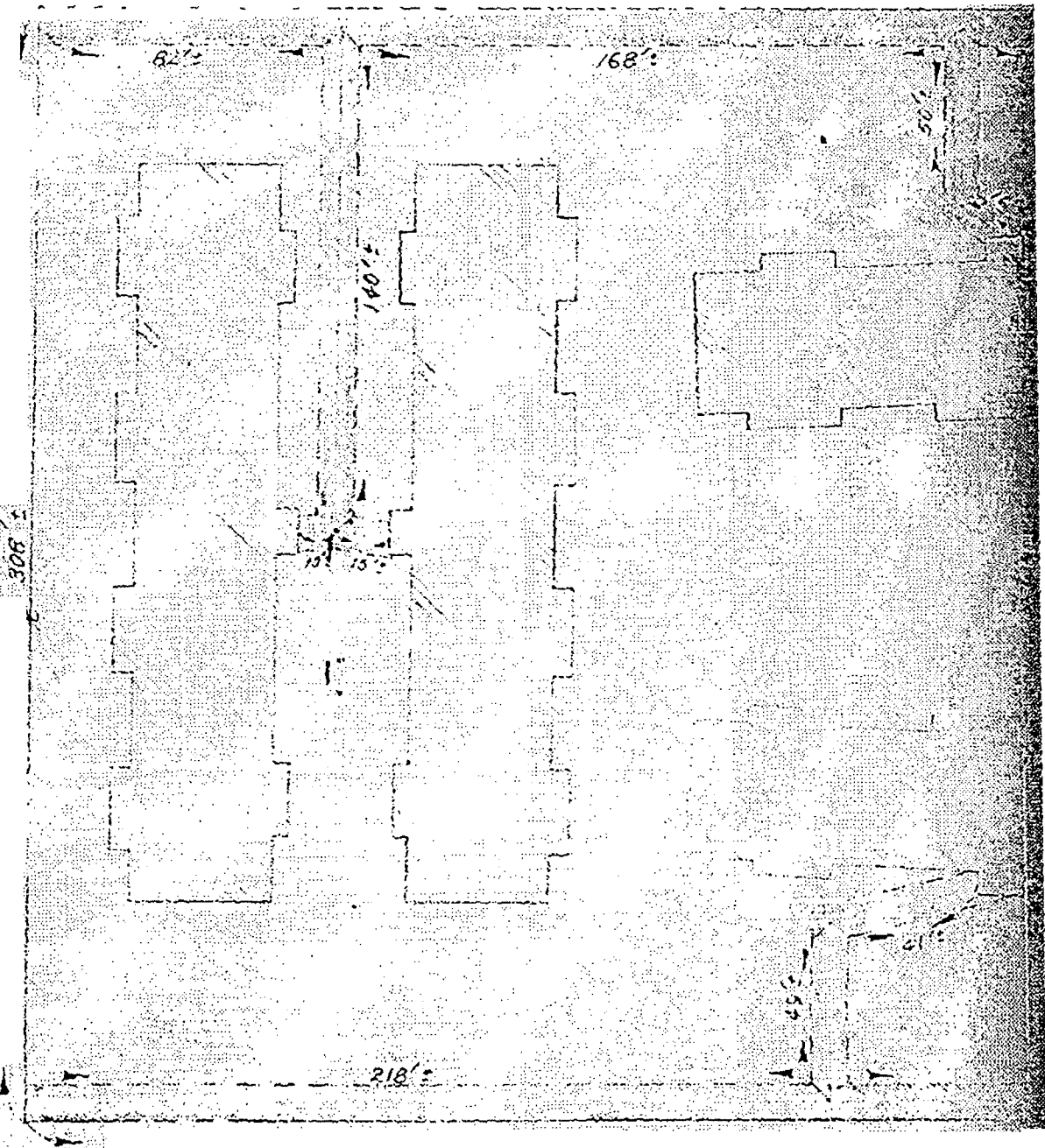
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES SEP 15 1974  
NUMBER 1000

Notary Public, State of Florida at Large

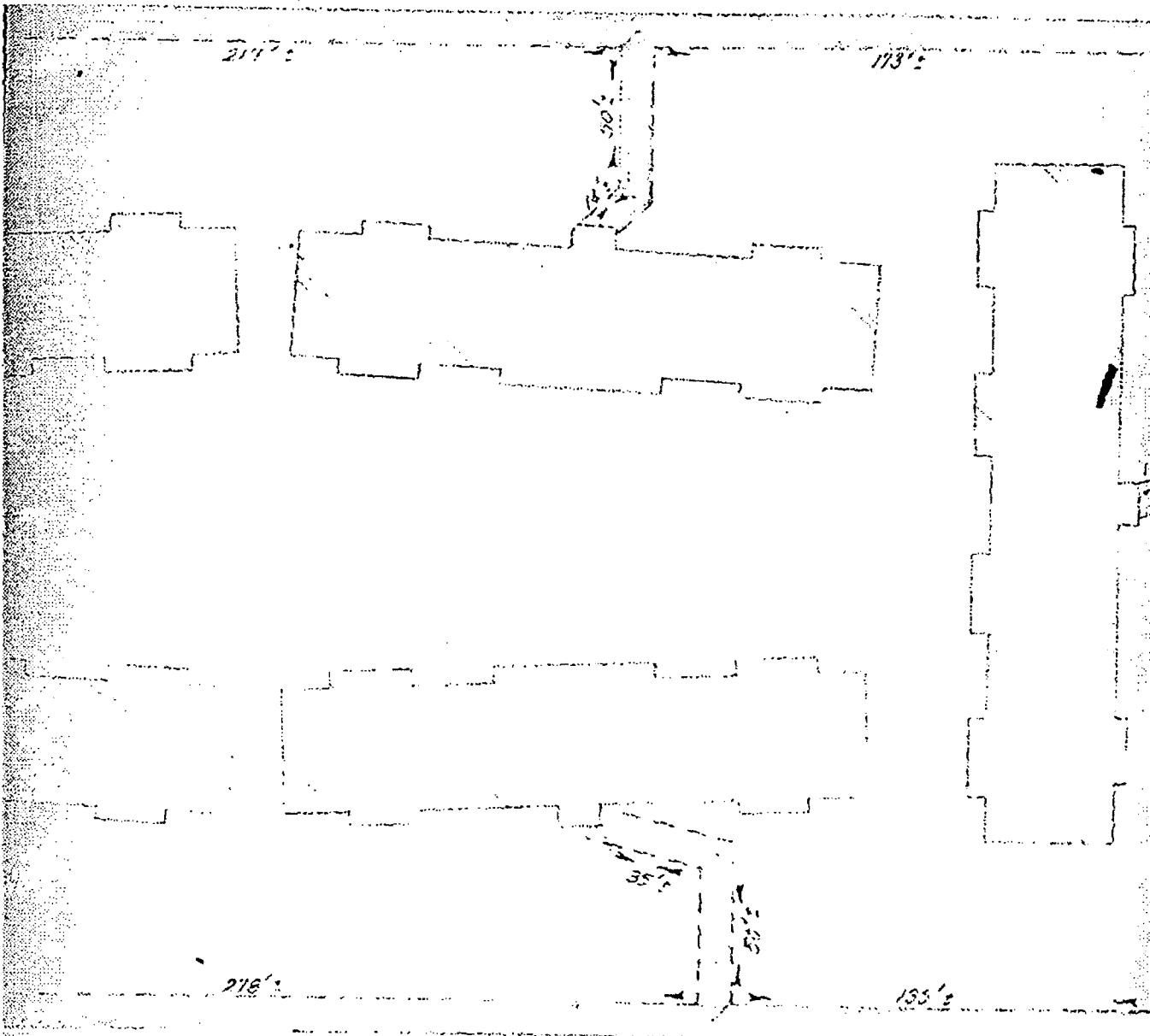
73 SEP 25 AM 10.38 5456 1973

Stirling Road



REF 54560 and 528

North 76 Avenue



117

Description: *Tract 17, Section 3,  
T10N 51S R30W 41E  
Broward County*

011 5400 000029

1179'±

R

161'±

10'±

79'±

5' 10'

5' 10'

5' 10'

5' 10'

5' 10'

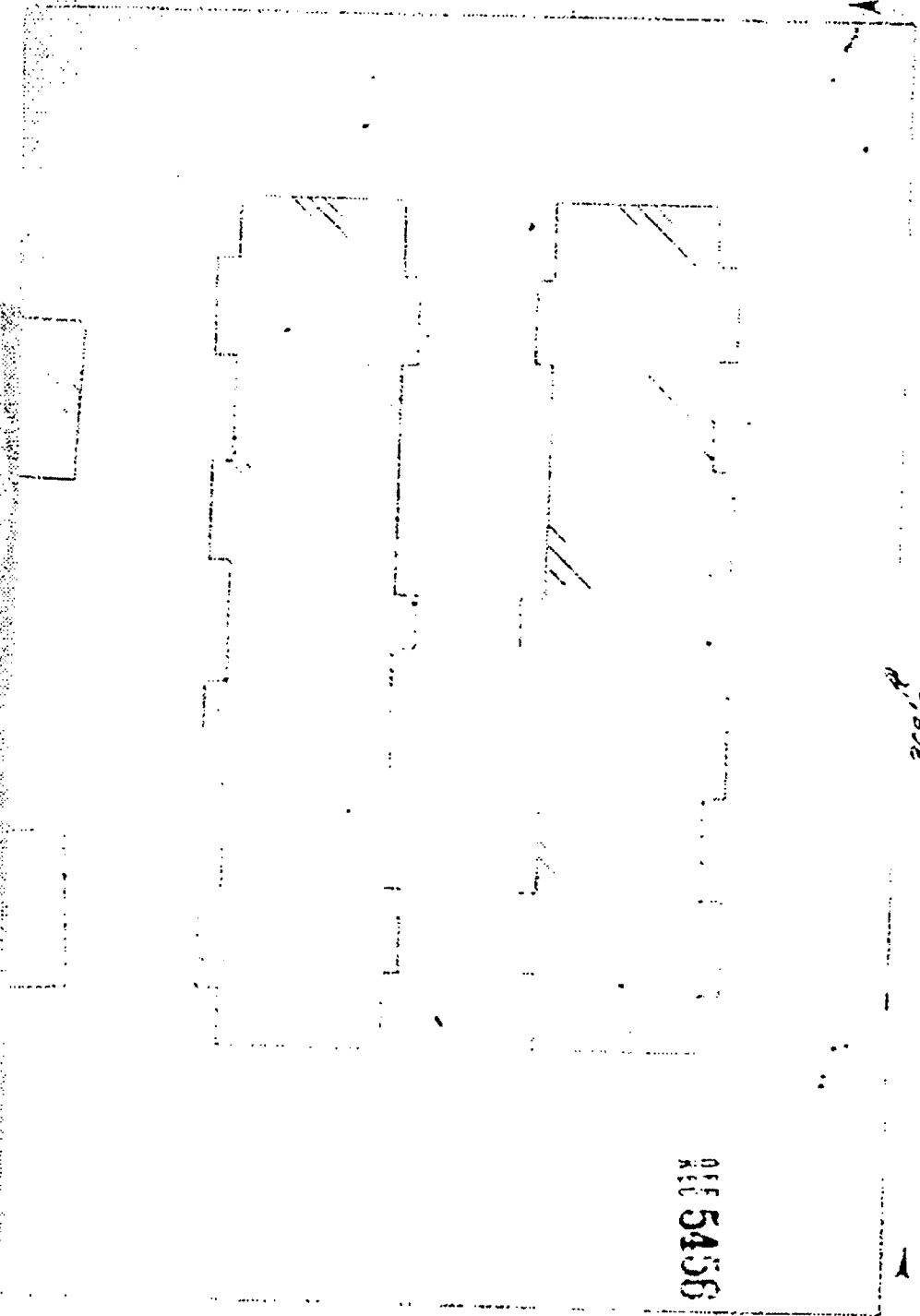
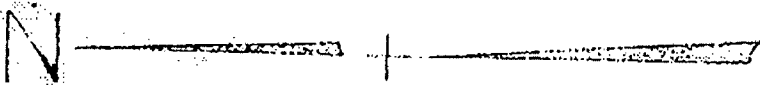
Florida Power &  
Light Company  
Utility Easement

Legend

011 5400 and 530

Scale: 1" = 40'  
Drawing: 5' Drill





308' 2"

OFF 5456  
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Exhibit "A"  
Florida Power & Light Co.  
Easement on the Property of  
Conwert Development Corp.  
7600 Stirling Rd.  
Seward County, Florida  
April 27, 1973

PLEASE RETURN TO  
A F. CROWLEY  
P. O. BOX 8248 (FP&L CO.)  
T. LAUDERDALE, FLA. 33310

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF SEWARD COUNTY, FLA.  
JACK WHEELER  
CLERK

ASSIGNMENT AND ASSUMPTION OF RIGHTS OF WAY

87156873

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS OF WAY, made as of November 18, 1986, by and between MARATHON ENERGY HOLDINGS, INC., a Delaware corporation, successor by merger to EVERGLADES PIPE LINE COMPANY, a Florida corporation, as evidenced by Articles of Merger filed in the Office of the Secretary of State of the State of Florida on November 20, 1986, having its principal office at 100 Buckeye Road, P.O. Box 368, Emmaus, Pennsylvania 18049-0368 ("Assignor"), and EVERGLADES PIPE LINE COMPANY, L.P., a Delaware limited partnership having its principal office at 100 Buckeye Road, P.O. Box 368, Emmaus, Pennsylvania 18049-0368 ("Assignee").

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, release and quitclaim, without warranty or recourse, unto Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to all rights of way, easements, leases, licenses and other similar rights over premises situate in the County of Broward and State of Florida (collectively, the "Rights of Way" and individually, a "Right of Way"), including but not limited to those Rights of Way as described on Exhibit "A", attached hereto and made a part hereof.

This Assignment and Assumption of Rights of Way is executed and delivered by Assignor and accepted by Assignee subject to all of the terms, covenants and conditions set forth in the Rights of Way, and Assignee, for itself, its successors and assigns, hereby accepts the within conveyance and assignment and assumes and agrees to keep, observe, and perform, from and after the date hereof, all of the terms, covenants and conditions contained in the Rights of Way that are the obligations of, or are binding upon, Assignor or the grantee thereunder. Assignee, for itself, its successors and assigns, hereby agrees to indemnify, defend and hold harmless Assignor and Assignor's successors and assigns, from and against any and all claims, losses, damages, liabilities, obligations and costs (including without limitation, reasonable attorneys' fees) made against, imposed upon or incurred by Assignor and/or Assignor's successors and assigns, by reason of Assignee's failure to keep, observe and perform, from and after the date hereof, all of the terms, covenants and conditions contained in this Assignment and Assumption of Rights of Way and/or in the Rights of Way that are obligations of, or are binding upon, Assignor, Assignee or the grantee thereunder.

*Peter S. Sartorius*

This document was prepared by:  
Peter S. Sartorius, Esquire  
Morgan, Lewis & Bockius  
2000 One Logan Square  
Philadelphia, Pennsylvania 19103

*w/c Commonwealth Land Title - Bitt*

87 APR 13 AM 9 09

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52

6100  
A

If the assignment attempted to be made hereunder of any of the Rights of Way would be ineffective as between Assignor and Assignee without the consent of any third person, or would serve as a cause for terminating or invalidating any of such Rights of Way, or would cause or serve as a cause for the loss of ownership thereof, then such Right of Way is temporarily excluded from the aforesaid assignment. Notwithstanding the foregoing, Assignor shall, to the greatest extent permitted, hold any such Right of Way for the exclusive use and benefit of Assignee until such consent has been obtained, and upon the obtaining of such consent, no further assignment shall be required, but Assignor's right, title and interest to such Right of Way shall automatically become vested in Assignee by virtue of this Assignment and Assumption of Rights of Way.

This Assignment and Assumption of Rights of Way confirms the conveyance of the Rights of Way assigned hereby made pursuant to that certain unrecorded Conveyance Agreement dated November 18, 1986 by and between Everglades Pipe Line Company, a Florida corporation, and Everglades Pipe Line Company, L.P., a Delaware limited partnership.

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS OF WAY IS MADE WITHOUT REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, ON THE PART OF ASSIGNOR. ALL RIGHTS OF WAY HEREBY ASSIGNED, RELEASED AND QUITCLAIMED ARE ASSIGNED, RELEASED AND QUITCLAIMED "AS IS", AND ASSIGNOR EXPRESSLY DISCLAIMS ANY WARRANTIES.

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed in its name and on its behalf by Donald R. Merriman, its Vice President, duly authorized thereunto, and has caused its corporate seal to be thereunto affixed and attested by Albert R. Beal, its Assistant Secretary, and Assignee has caused this instrument to be signed in its name and on its behalf by its general partner, Buckeye Pipe Line Company, a Delaware corporation, by C. R. Wilson, the Vice President of such general partner, duly authorized thereunto, and has caused the corporate seal of such general partner to be thereunto affixed and attested by Robert W. Maurer.

OFF  
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the Assistant Secretary of such general partner, as of the date first above written.

Signed, sealed and delivered in the presence of:

Gayle C. Wetzel  
Gayle C. Wetzel  
[Name]

Joel C. Larkin  
JOEL C. LARKIN  
[Name]

ASSIGNOR:  
MARATHON ENERGY HOLDINGS, INC.,  
a Delaware corporation,  
Successor by Merger to  
EVERGLADES PIPE LINE COMPANY,  
a Florida corporation

By: Donald R. Merriman  
DONALD R. MERRIMAN  
[Name]  
Its [Vice] President

Attest: Albert R. Beal  
ALBERT R. BEAL  
[Name]  
Its [Assistant] Secretary

(Corporate Seal)



ASSIGNEE:

EVERGLADES PIPE LINE COMPANY, L.P.,  
a Delaware limited partnership, By  
BUCKEYE PIPE LINE COMPANY, a  
Delaware corporation, Its sole  
General Partner

Signed, sealed and delivered in the presence of:

Eric P. Wertman  
ERIC P. WERTMAN  
[Name]

Mary A. Krobock  
Mary A. Krobock  
[Name]

By: Eric P. Wertman  
ERIC P. WERTMAN  
[Name]  
Its [Vice] President

Attest: Robert W. Maurer  
Robert W. MAURER  
[Name]  
Its [Assistant] Secretary

(Corporate Seal)

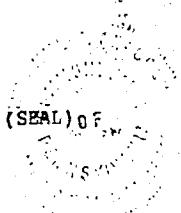


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STATE OF PA )  
COUNTY OF Lehigh ) SS:

The foregoing instrument was acknowledged before me this 23rd day of January, 1987, by Donald K. Mottman, (Vice) President of Marathon Energy Holdings, Inc., a Delaware corporation, successor by merger to Everglades Pipe Line Company, a Florida corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Suzanne E. Peacock  
Signature of Notarial Officer  
Notary Public  
Title

[My commission expires Sept. 30, 1989]  
ALLENTOWN, LEHIGH COUNTY  
MY COMMISSION EXPIRES SEPT. 30, 1989  
Member, Pennsylvania Association of Notaries

STATE OF PA )  
COUNTY OF Lehigh ) SS:

The foregoing instrument was acknowledged before me this 23rd day of January, 1987, by C. K. Wilson, (Vice) President of Buckeye Pipe Line Company, a Delaware corporation, on behalf of the corporation, said corporation being the sole general partner of Everglades Pipe Line Company, L.P., a Delaware limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Suzanne E. Peacock  
Signature of Notarial Officer  
Notary Public  
Title

[My commission expires Sept. 30, 1989]  
ALLENTOWN, LEHIGH COUNTY  
MY COMMISSION EXPIRES SEPT. 30, 1989  
Member, Pennsylvania Association of Notaries

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## "EXHIBIT A"

12/04/86 BUCKEYE PIPE LINE COMPANY RIGHTS-OF-WAY -- EASEMENTS

PAGE 1

BROWARD, FL

R/W #	ORIGINAL DOC DATE	ORIGINAL REL DATE	ORIGINAL BOOK	ORIGINAL PAGE
0	03/25/60	00/00/00	0	0
GRANTOR: SINCLAIR REFINING COMPANY				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
0	03/25/60	00/00/00	0	0
GRANTOR: SINCLAIR REFINING COMPANY AND THE PURE OIL COMPANY				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
0	03/19/59	03/24/59	1497	122
GRANTOR: SINCLAIR REFINING COMPANY THE PURE OIL COMPANY				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
1	02/04/74	02/11/74	5641	628
GRANTOR: EVERGLADES PIPE LINE COMPANY				
GRANTEE: SUNNILAND PIPE LINE COMPANY				
1	06/03/63	00/00/00	0	0
GRANTOR: STANDARD OIL COMPANY				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
2	09/30/58	10/13/58	1338	441
GRANTOR: TEXAS COMPANY				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
2	09/30/58	10/13/58	1338	444
GRANTOR: TEXAS COMPANY				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
3	08/19/58	08/27/58	1300	585
GRANTOR: AMERICAN OIL COMPANY				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
4	07/23/58	08/05/58	1284	117
GRANTOR: WARREN PETROLEUM CORPORATION				
GRANTEE: EVERGLADES PIPE LINE COMPANY				

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12/04/86 BUCKEYE PIPE LINE COMPANY RIGHTS-OF-WAY -- EASEMENTS

PAGE 2

BRUWARD, FL

R/W #	ORIGINAL DOC DATE	ORIGINAL REC DATE	ORIGINAL BOOK	ORIGINAL PAGE
5	07/28/58	08/04/58	1282	634
GRANTOR: BEVERLY H. WARREN AND BEATRICE WARREN HUSBAND AND WIFE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
21	01/15/58	01/16/58	1121	515
GRANTOR: RAVENSWOOD PROPERTIES, INC.				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
23	01/15/58	01/16/58	1121	515
GRANTOR: RAVENSWOOD PROPERTIES, INC.				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
26	01/30/58	01/30/58	1134	507
GRANTOR: KEMPER W. VAN LANDINGHAM, WIDOWER				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
28	01/30/58	01/30/58	1134	507
GRANTOR: KEMPER W. VAN LANDINGHAM, WIDOWER				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
29	11/05/58	12/05/58	1386	219
GRANTOR: EDWARD QUIROLO AND PHILOMENA QUIROLO HUSBAND AND WIFE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
29	01/06/59	01/09/59	1422	109
GRANTOR: EDWARD QUIROLO AND PHILOMENA QUIROLO HUSBAND AND WIFE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
31	01/08/59	01/15/59	1427	288
GRANTOR: HUGO V. WIKEN AND PATRICIA WIKEN HUSBAND AND WIFE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
33	07/21/58	07/24/58	1275	164
GRANTOR: MELODY MUSIC, INC.				
GRANTEE: EVERGLADES PIPE LINE COMPANY				

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BROWARD, FL

R/A #	ORIGINAL DOC DATE	ORIGINAL REC DATE	ORIGINAL BOOK	ORIGINAL PAGE
35	05/23/58	05/26/58	1231	48
GRANTOR: JOSEPH MILANO AND ELIZABETH MILANO HUSBAND AND WIFE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
37	05/23/58	05/26/58	1231	48
GRANTOR: JOSEPH MILANO AND ELIZABETH MILANO HUSBAND AND WIFE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
39	05/23/58	05/26/58	1231	50
GRANTOR: IRVING AND HOLLY HOFFMAN HUSBAND AND WIFE AND WEST HOLLYWOOD				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
41	05/23/58	05/26/58	1231	50
GRANTOR: IRVING AND HOLLY HOFFMAN HUSBAND AND WIFE AND WEST HOLLYWOOD				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
42	05/19/58	05/20/58	1226	530
GRANTOR: THEODORE BERMAN AND ANN I. BERMAN HUSBAND AND WIFE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
42	02/12/59	02/13/59	1458	174
GRANTOR: THEODORE BERMAN AND ANN I. BERMAN HUSBAND AND WIFE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
43	07/31/58	10/07/58	1334	73
GRANTOR: FLORIDA STATE TURNPIKE AUTHORITY				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
43	07/30/58	08/05/58	1284	115
GRANTOR: FLORIDA STATE TURNPIKE AUTHORITY				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
43	02/28/58	03/14/58	1174	121
GRANTOR: FLORIDA STATE TURNPIKE AUTHORITY				
GRANTEE: EVERGLADES PIPE LINE COMPANY				

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## BROWARD, FL

R/W #	ORIGINAL DOC DATE	ORIGINAL REC DATE	ORIGINAL BOOK	ORIGINAL PAGE
44	01/22/59	01/26/59	1437	546
GRANTOR: STIRLING LAKE DEVELOPMENT GRANTEE: EVERGLADES PIPE LINE COMPANY				
45	05/19/58	05/20/58	1226	530
GRANTOR: THEODORE BERMAN AND ANN I. BERMAN HUSBAND AND WIFE GRANTEE: EVERGLADES PIPE LINE COMPANY				
47	05/19/58	05/20/58	1226	530
GRANTOR: THEODORE BERMAN AND ANN I BERMAN HUSBAND AND WIFE GRANTEE: EVERGLADES PIPE LINE COMPANY				
49	06/30/58	07/31/58	1281	257
GRANTOR: HEIRS OF A. W. DENNIS GRANTEE: EVERGLADES PIPE LINE COMPANY				
49	10/25/60	11/29/60	2070	739
GRANTOR: SIBARCO CORPORATION GRANTEE: EVERGLADES PIPE LINE COMPANY				
51	02/12/58	02/13/58	1146	649
GRANTOR: W. E. BATEMAN AND MABEL BATEMAN HUSBAND AND WIFE GRANTEE: EVERGLADES PIPE LINE COMPANY				
53	02/01/1958	02/03/1958	1136	639
GRANTOR: C. E. VIELE AND MARGARET VIELE HUSBAND AND WIFE GRANTEE: EVERGLADES PIPE LINE COMPANY				
53	02/02/59	02/03/59	1446	250
GRANTOR: C. E. VIELE AND MARGARET VIELE HUSBAND AND WIFE GRANTEE: EVERGLADES PIPE LINE COMPANY				
54	02/01/1958	02/03/1958	1136	637
GRANTOR: DWIGHT A. VIELE AND GLORIA VIELE HUSBAND AND WIFE GRANTEE: EVERGLADES PIPE LINE COMPANY				

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12/04/86 BUCKEYE PIPE LINE COMPANY RIGHTS-OF-WAY -- EASEMENTS PAGE 5

BROWARD, FL

R/W #	ORIGINAL DOC DATE	ORIGINAL REC DATE	ORIGINAL BOOK	ORIGINAL PAGE
55	02/01/1958	02/03/1958	1136	639
GRANTOR: C. E. VIELE AND MARGARET VIELE HUSBAND AND WIFE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
56	02/17/58	02/17/58	1149	293
GRANTOR: JEAN B. BORLIN AND CHARLOTTE BORLIN HUSBAND AND WIFE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
57	02/02/59	02/06/59	1450	288
GRANTOR: SAMUEL S. LERER AND MARGUERITE LERER HUSBAND AND WIFE AND SA				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
58	01/07/59	01/09/59	1422	105
GRANTOR: BERTRAM J. FRANKEL AND HARRIET H. FRANKEL HUSBAND AND WIFE A				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
59	10/24/58	11/10/58	1363	595
GRANTOR: J. B. TOMPKINS AND BEATRICE TOMPKINS HIS WIFE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
59	10/24/58	11/10/58	1363	595
GRANTOR: J. B. TOMPKINS AND BEATRICE TOMPKINS HIS WIFE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
60	08/27/58	09/04/58	1307	261
GRANTOR: CHAS. ILMONEN AND JOSEPHINE ILMONEN HUSBAND AND WIFE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
61	01/24/58	01/27/58	1130	310
GRANTOR: WILLIAM B. SUMNER, SINGLE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
62	01/24/58	01/27/58	1130	312
GRANTOR: JOSEPH M. MORRIS AND BETTY J. MORRIS HUSBAND AND WIFE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				

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DROWARD, FL

R/W #	ORIGINAL DOC DATE	ORIGINAL REC DATE	ORIGINAL BOOK	ORIGINAL PAGE
63	01/29/58	01/30/58	1134	434
GRANTOR: BILLY C. RABENAU, SINGLE GRANTEE: EVERGLADES PIPE LINE COMPANY				
65	04/11/58	04/11/58	1197	607
GRANTOR: WALDREP LAND COMPANY GRANTEE: EVERGLADES PIPE LINE COMPANY				
66	10/25/76	11/03/76	6783	728
GRANTOR: HOLLYWOOD RECLAMATION DISTRICT GRANTEE: EVERGLADES PIPE LINE COMPANY				
67	04/11/58	04/11/58	1197	609
GRANTOR: JEWELL WALDREP AND WILEY P. WALDREP WIFE AND HUSBAND GRANTEE: EVERGLADES PIPE LINE COMPANY				
68	04/24/1958	05/15/1958	1222	556
GRANTOR: CATHERINE MCCOY MACKINNON, WIDOW GRANTEE: EVERGLADES PIPE LINE COMPANY				
68	04/17/58	05/15/58	1222	558
GRANTOR: GINEVERA E. MCCOY, A SINGLE WOMAN, AND AGNES MCCOY MILLER, W GRANTEE: EVERGLADES PIPE LINE COMPANY				
69	04/11/58	04/11/58	1197	609
GRANTOR: JEWELL WALDREP AND WILEY P. WALDREP WIFE AND HUSBAND GRANTEE: EVERGLADES PIPE LINE COMPANY				
71	02/16/59	02/16/59	62	474
GRANTOR: A. G. PAOLI, AS TRUSTEE AND INDIVIDUALLY WIFE, TONI M. PAOLI GRANTEE: EVERGLADES PIPE LINE COMPANY				
72	02/20/58	02/20/58	1153	193
GRANTOR: AMADEO DIMUZIO AND THERESE DIMUZIO HUSBAND AND WIFE GRANTEE: EVERGLADES PIPE LINE COMPANY				

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BROWARD, FL

R/W #	ORIGINAL DOC DATE	ORIGINAL REC DATE	ORIGINAL BOOK	ORIGINAL PAGE
73	02/16/59	02/16/59	62	474
GRANTOR: A. G. PAULI, AS TRUSTEE AND INDIVIDUALLY WIFE, TONI M. PAULI				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
74	04/18/58	04/23/58	1206	231
GRANTOR: JACK TURK, REVA TURK, PHILYS FIAL, SYLVIA FIAL, GEORGE I. CO				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
75	10/25/76	11/03/76	6783	728
GRANTOR: HOLLYWOOD RECLAMATION DISTRICT				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
76	03/17/58	03/17/58	1174	637
GRANTOR: F. H. PETERSON, SINGLE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
77	10/25/76	11/03/76	6783	728
GRANTOR: HOLLYWOOD RECLAMATION DISTRICT				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
78	03/17/58	03/17/58	1174	637
GRANTOR: F. H. PETERSON, SINGLE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
79	10/25/76	11/03/76	6783	728
GRANTOR: HOLLYWOOD RECLAMATION DISTRICT				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
80	09/26/58	10/01/58	1329	639
GRANTOR: JOSEPH P. HURLEY AS BISHOP OF THE DIOCESE OF ST. AUGUSTINE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
81	10/25/76	11/03/76	6783	728
GRANTOR: HOLLYWOOD RECLAMATION DISTRICT				
GRANTEE: EVERGLADES PIPE LINE COMPANY				

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 BROWARD, FL

R/W #	ORIGINAL DJC DATE	ORIGINAL REC DATE	ORIGINAL BOOK	ORIGINAL PAGE
82	03/21/58	04/04/58	1192	114
GRANTOR: S. ANSIN, TRUSTEE AND S. ANSIN AND SOPHIE ANSIN HUSBAND AND GRANTEE: EVERGLADES PIPE LINE COMPANY				
83	10/25/76	11/03/76	6783	728
GRANTOR: HOLLYWOOD RECLAMATION DISTRICT GRANTEE: EVERGLADES PIPE LINE COMPANY				
84	03/21/58	04/04/58	1192	114
GRANTOR: S. ANSIN, TRUSTEE AND S. ANSIN AND SOPHIE ANSIN HUSBAND AND GRANTEE: EVERGLADES PIPE LINE COMPANY				
85	05/28/58	05/29/58	1234	130
GRANTOR: HAROLD TURK, TRUSTEE AND HAROLD TURK AND STELLA W. TURK HUSB GRANTEE: EVERGLADES PIPE LINE COMPANY				
86	10/25/76	11/03/76	6783	728
GRANTOR: HOLLYWOOD RECLAMATION DISTRICT GRANTEE: EVERGLADES PIPE LINE COMPANY				
87	05/28/58	05/29/58	1234	128
GRANTOR: HAROLD TURK, TRUSTEE AND HAROLD TURK AND STELLA W. TURK HUSB GRANTEE: EVERGLADES PIPE LINE COMPANY				
88	10/25/76	11/03/76	6783	728
GRANTOR: HOLLYWOOD RECLAMATION DISTRICT GRANTEE: EVERGLADES PIPE LINE COMPANY				
88	10/25/76	11/03/76	6783	728
GRANTOR: HOLLYWOOD RECLAMATION DISTRICT GRANTEE: EVERGLADES PIPE LINE COMPANY				
89	04/08/58	04/11/58	1198	92
GRANTOR: LEHIGH PORTLAND CEMENT COMPANY GRANTEE: EVERGLADES PIPE LINE COMPANY				

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12/04/86 BUCKEYE PIPE LINE COMPANY RIGHTS-OF-WAY -- EASEMENTS

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BROWARD, FL

R/W #	ORIGINAL DOC DATE	ORIGINAL REC DATE	ORIGINAL BOOK	ORIGINAL PAGE
90	10/25/76	11/03/76	6783	728
GRANTOR: HOLLYWOOD RECLAMATION DISTRICT GRANTEE: EVERGLADES PIPE LINE COMPANY				
91	04/08/58	04/11/58	1198	92
GRANTOR: LEHIGH PORTLAND CEMENT COMPANY GRANTEE: EVERGLADES PIPE LINE COMPANY				
92	04/02/58	04/02/58	1190	645
GRANTOR: JACOB FRIEDMAN AND RUTH FRIEDMAN HUSBAND AND WIFE; BERNARD S GRANTEE: EVERGLADES PIPE LINE COMPANY				
93	05/19/58	05/26/58	1231	46
GRANTOR: FINLEY P. AND ELEANOR MOSS HUSBAND AND WIFE GRANTEE: EVERGLADES PIPE LINE COMPANY				
94	03/21/58	04/17/58	1202	31
GRANTOR: S. ANSIN, TRUSTEE AND S. ANSIN AND SOPHIE ANSIN HUSBAND AND GRANTEE: EVERGLADES PIPE LINE COMPANY				
98	05/28/58	05/29/58	1234	132
GRANTOR: NORTH SHORE BANK OF MIAMI BEACH, TRUSTEE GRANTEE: EVERGLADES PIPE LINE COMPANY				
100	10/25/76	11/03/76	6783	728
GRANTOR: HOLLYWOOD RECLAMATION DISTRICT GRANTEE: EVERGLADES PIPE LINE COMPANY				

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12/04/86 BUCKEYE PIPE LINE COMPANY RIGHTS-OF-WAY -- DEED

PAGE 1

BROWARD, FL

R/W #	ORIGINAL DOC DATE	ORIGINAL REC DATE	ORIGINAL BOOK	ORIGINAL PAGE
1	01/15/58	00/00/00	0	0
GRANTOR: EFFIE E. LLOYD, WIDOW, WILLIAM EDWARD LLOYD AND MARY LEE LLO				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
1	01/15/58	02/06/58	1141	7
GRANTOR: HENRY LLOYD AND ISABELLE LLOYD HIS WIFE				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
1	01/15/58	02/06/58	1141	11
GRANTOR: JANIE LLOYD VINCENT, A WIDOW				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
1	01/15/58	02/06/58	1141	9
GRANTOR: MARGARET LLOYD GIBSON AND GEORGE GIBSON HER HUSBAND				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
1	01/15/58	02/06/58	1141	13
GRANTOR: ODESSA LLOYD NEELY, A SINGLE WOMAN				
GRANTEE: EVERGLADES PIPE LINE COMPANY				
1	01/15/58	02/06/58	1141	17
GRANTOR: PEARL LLOYD, A WIDOW, ARCHIE F. LLOYD, A SINGLE MAN AND JANI				
GRANTEE: EVERGLADES PIPE LINE COMPANY				

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## BROWARD, FL

H/W #	ORIGINAL DOC DATE	ORIGINAL REC DATE	ORIGINAL BOOK	ORIGINAL PAGE
13	10/21/1958	00/00/00	0	0
GRANTOR: BROWARD COUNTY COMMISSIONERS GRANTEE: EVERGLADES PIPE LINE COMPANY				
14	12/15/58	00/00/00	0	0
GRANTOR: FLORIDA STATE ROAD DEPARTMENT GRANTEE: EVERGLADES PIPE LINE COMPANY				
15	10/21/58	00/00/00	0	0
GRANTOR: BROWARD COUNTY COMMISSIONERS GRANTEE: EVERGLADES PIPE LINE COMPANY				
17	10/21/58	00/00/00	0	0
GRANTOR: BROWARD COUNTY COMMISSIONERS GRANTEE: EVERGLADES PIPE LINE COMPANY				
18	10/21/1958	07/24/1967	685	479
GRANTOR: BROWARD COUNTY COMMISSIONERS GRANTEE: EVERGLADES PIPE LINE COMPANY				
19	10/21/1958	00/00/00	0	0
GRANTOR: BROWARD COUNTY COMMISSIONERS GRANTEE: EVERGLADES PIPE LINE COMPANY				
20	10/21/58	00/00/00	0	0
GRANTOR: BROWARD COUNTY COMMISSIONERS GRANTEE: EVERGLADES PIPE LINE COMPANY				
22	10/21/58	00/00/00	0	0
GRANTOR: BROWARD COUNTY COMMISSIONERS GRANTEE: EVERGLADES PIPE LINE COMPANY				
24	10/21/58	00/00/00	0	0
GRANTOR: BROWARD COUNTY COMMISSIONERS GRANTEE: EVERGLADES PIPE LINE COMPANY				

OFF 14340 PAGE

66

RECORDED IN THE OFFICIAL RECORDS ROOM  
OF BROWARD COUNTY, FLORIDA  
CELENE BRUCE  
COUNTY ADMINISTRATOR



77-121644

AGREEMENT

THIS AGREEMENT, made this 11<sup>th</sup> day of APRIL, 1977, by and between EVERGLADES PIPE LINE COMPANY, a corporation organized and existing under the laws of the State of Florida, whose mailing address is Port Everglades Station, Port Lauderdale, Florida 33316, hereinafter called "Everglades", party of the first part, and COUNTRYSIDE CONDOMINIUM ASSOCIATION, INC., 7610 Stirling Road, Hollywood, Florida, 33024, hereinafter called "Owners", party of the second part.

WITNESSETH:

WHEREAS, by Agreement dated October 24, 1958, J. B. Tompkins and Beatrice Tompkins entered into a certain Agreement which is recorded in Official Records Book 1363, Page 595, of the Public Records of Broward County, Florida, granting to Everglades, its successors and assigns, an easement and right of way over and across the lands described therein for the purpose of constructing, operating, maintaining and from time to time altering, repairing and removing one or more lines of pipe for the transportation of petroleum or the products thereof, with free ingress and egress to construct, operate and maintain and from time to time alter, repair and remove the same; and,

WHEREAS, Owners are now the owners of the fee title to a portion of the lands described in said easement and right of way, situated in the State of Florida, County of Broward, to wit:

The North 1/4 of that portion of tract 17 of A. J. Bendle Subdivision in Section No. 3, Township 51 South, Range 41 East, according to the plot thereof recorded in Plot Book No. 1, at page 27, of the public records of Dade County, Florida, that lies south of a line 53 feet south of and parallel to the North line of said Section 3, lying and being in Broward County, Florida, less and excepting therefrom the East 30 feet of Tract 17.

subject to such easement and right of way and desire to construct a concrete block wall and cedar fence, which said wall and fence would encroach upon the easement and right of way heretofore conveyed to Everglades; and,

*[Handwritten signatures and initials]*  
Initials  
Initials

77-121644-8-19

OFF. REC. 7061 PAGE 819

*[Handwritten mark]*

WHEREAS, Everglades is willing to permit Owners to construct said wall and fence over and upon a portion of Everglades' easement and right of way upon the terms and conditions herein stated.

NOW, THEREFORE, in consideration of the premises and of the promises and covenants herein contained, it is agreed as follows:

1. That Everglades hereby consents to the construction of said wall and fence as described above provided, however, that in the event all or any part of the above described wall or fence is damaged or destroyed in the operation, maintenance, alteration, repair or removal of Everglades Pipe Line or future pipe lines, Everglades will not be responsible for any damage resulting thereto, or be obligated in any way to repair or replace the same.

2. No portion of said wall or fence shall be constructed within six feet (6') of Everglades Pipe Line as now located within said easement and right of way.

Initials  Owners

3. ~~Owner~~ agrees to notify Everglades, in writing, (D. J. Stack, Manager, Everglades Pipe Line Company, P. O. Box 13013, Port Everglades Station, Fort Lauderdale, Florida, 33316, Phone 305/522-8464) at least three days prior to the commencement of the construction of said wall and fence.

4. Except as herein provided, all of the terms of the aforementioned Agreement as hereinabove described shall remain in full force and effect.

5. This Agreement shall run with the land and shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

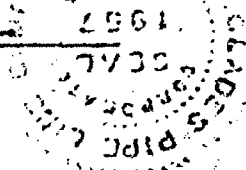
IN WITNESS WHEREOF, Owners and Everglades have caused these presents to be executed as of the day and year first above written.

ATTEST:

J. B. Dreibelbis  
J. B. Dreibelbis  
Assistant Secretary

EVERGLADES PIPE LINE COMPANY

BY D. R. Merriman  
D. R. Merriman  
President



COUNTRYSIDE CONDOMINIUM ASSOCIATION, INC.

BY Joseph S. Hiatt  
Vice President  
Virginia R. Cooper  
Witness  
Robert M. Cooper  
Witness

SEAL

ATTEST:

J. B. Dreibelbis  
Secretary  
Virginia Cooper  
Witness  
Robert M. Cooper  
Witness  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LEHIGH )

SS:

I HEREBY CERTIFY that on this 11th day of April, 1977, before me personally appeared D. R. MERRIMAN and J. B. DREIBELBIS, President and Assistant Secretary, respectively, of EVERGLADES PIPE LINE COMPANY, a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and seal in the State and County aforesaid on the day and year first above written.

James J. Kelly  
Notary Public  
My Commission Expires  
JAMES J. KELLY, NOTARY PUBLIC  
UPPER MERION TWP., LEHIGH COUNTY  
MY COMMISSION EXPIRES APRIL 24, 1978  
Member, Pennsylvania Association of Notaries

OFF REC. 7061 PAGE 851

THIS INSTRUMENT PREPARED BY E. W. MAWLA, ATTY.

STATE OF FLORIDA     )  
                          )  SS:  
COUNTY OF COBB     )

I HEREBY CERTIFY that on this day before me, personally appeared Joseph S. Hiatt, III and Felix DeGolian, Vice President and Secretary, respectively, of COUNTRYSIDE CONDOMINIUM ASSOCIATION, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and seal in the State and County aforesaid on the day and year first above written.

Sandra S. Drummond  
Notary Public



My Commission Expires:  
Notary Public, Georgia, State of Georgia  
My Commission Expires April 26, 2008

RECORDED IN THE ORIGINAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
L. A. HIGER  
COUNTY ADMINISTRATOR

58- 89251

OFF REC 1303 PAGE 595

NOV 10 11 15 AM '58

THIS INDENTURE

MADE this 24th day of October A. D. 1958, between J. B. TOMPKINS and BEATRICE TOMPKINS, his wife, parties of the first part, and EVERGLADES PIPE LINE COMPANY, corporation organized and existing under the Laws of the State of Florida, P. O. Box #1429, City of Miami, 8, County of Dade and State of Florida, party of the Second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and Other Valuable consideration to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, have granted, bargained and sold to the said party of the second part, its successors and assigns, a right of way thirty feet in width, over, across, under and through the following described lands, lying, being and situate in the County of Broward, State of Florida, to-wit:

Tract 17 of Section 3, in Township 51 South, Range 41 East, according to the plat thereof recorded in plat book 1, at page 27, of the Public Records of Dade County, Florida, and as shown in that certain deed dated February 25, 1955, recorded May 24, 1955, in Official Record Book 377, at page 307, of said Public Records, the centerline of which right of way shall commence at a point in the East line of said Tract 17, fifty (50) feet south of the North line of said Section 3, Township 51, South, Range 41 East, thence run Westerly parallel to and 50 feet South of said northline for a distance of 328.05 feet to a point in the West line of said tract 17,

The said right of way to be used for the purpose of constructing, operating, maintaining, and from time to time altering, repairing and removing one or more lines of pipe, for the transportation of petroleum or the products thereof, with free ingress and egress to construct, operate, maintain and, from time to time, alter, repair and remove the same.

This grant is made subject to the following terms, conditions and covenants:

1. The grantee will complete the installation of its first pipe line within two years from the date hereof, such operation to be known as the "original construction."

STATE OF FLORIDA  
COMMISSIONER OF REVENUE  
REVENUE TAX  
NOV 10 11 15 AM '58

*Granters*

2. During such period of "original construction" the grantee shall be permitted to use an additional strip of grantors' lands twenty (20) feet in width, north and south, the north edge or boundary of which strip shall abut the south edge or boundary of said 30-foot right of way above described, and extend from the east to the west boundary line of said tract 17.

3. In the event an additional line, or lines, be laid under this grant subsequent to the "original construction", or commenced during such period and continue for or beyond a year from the date hereof, such additional line or lines shall be laid reasonably adjacent to the route of the first line, and the grantee, its successors and assigns shall pay to the grantors, their heirs and assigns, such physical damages, as may be suffered or sustained by grantors as a result thereof, as often as the same shall occur, said damages, if the amount thereof be not mutually agreed upon by the parties, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the grantors, their heirs and assigns, one by the grantee, its successors and assigns, and the third by the two so appointed as aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive upon the parties.

4. The right to lay additional pipe lines herein granted may be assigned by the grantee, in whole or part, separate and apart from the first line right herein granted, but such assignment or assignments, shall be subject to the provisions hereof.

5. The grantors and the grantee especially covenant, each with the other, not to build, create, erect or construct any building, obstruction or engineering works, other than such pipe lines as may be installed by grantee, within the 30-foot right of way aforesaid, nor give permission for same to others.

6. The grantee has knowledge that said tract 17, is currently used by the grantors for agricultural purposes, and

agrees, for itself its successors and assigns, at its own expense to install a maximum thirty-five lineal feet protective casing about each such pipe line, or lines hereinafter laid, to protect the pipe line, or lines, from damage by trucks or other heavy vehicles or machines being driven or transported across the same, such casing to be installed in two sections, one section, ten (10) feet in length to be installed at the west line of said Tract 17 across an existing roadway, and a second section, twenty-five feet in length to be installed at a point midway between the East and West boundary lines of said section 17, the extremities of such sections of casing to be plainly designated by the grantee, and the grantors covenant that they will limit the crossing of said pipe line, or lines, by trucks or heavy vehicles to the areas protected by said casing, or casings.

The grantors, for themselves and their heirs and assigns, reserve from this grant the following:

1. The right to use the lands embraced within such 30-foot-right of way except as such use may unreasonably interfere with grantee's enjoyment of the uses to it hereby granted.
2. The right to build, install, repair and maintain such road or street as may hereafter be reasonably necessary for the improvement or development of grantors' remaining lands in said tract 17 for residential, business or industrial or other, purposes
3. In the event the said right of way shall be vacated, abandoned or cease to be used for the transportation of petroleum for a continuous period of five years subsequent to said period of "original construction", then the title to such right of way shall revert to the grantors, their heir and assigns, and the rights and uses herein granted shall cease and terminate, otherwise to be perpetual to the grantee, its successors and assigns.

And the said parties of the first part do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF the said parties of the first part Have hereunto set their hands and seals, the day and year first above written:

Signed, Sealed, and Delivered in our presence:

Roland J. Favella      J. B. Tompkins (SEAL)  
Grace Thomas      Beatrice Tompkins (SEAL)

STATE OF FLORIDA, COUNTY OF DADE :: ss.

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and to take acknowledgments, J. B. TOMPKINS and BEATRICE TOMPKINS, his wife to me well known and known to me to be the individuals described in and who executed the foregoing indenture, and they acknowledged before me that they executed the same freely and for the purposes therein expressed.

WITNESS my hand and official seal at the City of Miami, County of Dade and State of Florida, this 24th day of October A. D. 1958.

Roland J. Favella  
Notary Public  
My Commission Expires:

Notary Public, State of Florida of large  
My Commission expires Nov. 27 1959.  
Printed in American S. 10 10 10 Y.



RECORDED IN OFFICIAL RECORDS BOOKS  
BY DEPUTY COUNTY CLERK  
FRANK H. MARKS  
CLERK OF CIRCUIT COURT



**Prepared by and Return to:**

Tammy Thorsby  
Colonial Bank, N.A.  
Association Services Credit  
5830 142<sup>nd</sup> Avenue North  
Clearwater, FL 33760

**COLLATERAL ASSIGNMENT OF RIGHT TO COLLECT ASSESSMENT  
AND ASSIGNMENT OF LIEN RIGHTS**  
(This "Assignment")

THIS ASSIGNMENT, granted this 24th day of August, 2007, by, **Countryside Condominium Association, Inc.**, a non-profit Florida corporation, whose address is: **7610 Stirling Road, Clubhouse Hollywood, FL 33024** (the "Assignor"), to **Colonial Bank, N.A.**, a national banking association, its successors or assigns (the "Bank"), whose address is **5830 142 Avenue, Clearwater, Florida, 33760** and is made in reference to the following facts:

RECITALS

(A) The Assignor is a Corporation not for profit organized and existing under the laws of the State of Florida, and is a condominium association, as that term is defined in Chapter 718, Florida Statutes, charged with the operation, maintenance and management of the real property commonly known as **Countryside Condominium Association, Inc.**, a Condominium (the "Condominium") as more particularly described in that certain Declaration of Condominium recorded in **O.R. Book 5902 Page 265**, et seq., and any amendments thereto, of the **Public Records of Broward County, Florida** (the "Declaration").

(B) Pursuant to the terms and provisions of the Declaration, the Assignor has the legal authority to levy assessments against the owners of the units in the Condominium in order to accumulate the funds necessary to pay the common expenses of the Condominium as described in the Declaration.

(C) Bank has extended to Assignor a loan and said loan is to be secured by certain other instruments and all of such instruments of security and the Note shall be referred to collectively herein as the "Documents".

(D) The Assignor has agreed to and does execute this Assignment as a part of the loan transaction.

NOW, THEREFORE, the Assignor covenants and agrees to and with the Bank as follows:

1. Recitals. The statements contained in the recitals of fact set forth above (the "Recitals") are true and correct and the Recitals by this reference are made a part of this Agreement.

2. Bank's Security. As collateral and security for the payment of the indebtedness under the Note and for the performance of each and every of the covenants and agreements contained in the Documents and herein, the Assignor sells, assigns, transfers, sets over and delivers unto the Bank and agrees to and does hereby grant to the Bank a security interest in and to the following: (a) all of the Assignor's document or contractual rights, written or verbal, now owned or hereafter acquired, to levy and collect assessments for common expenses as described in the Declaration, and all proceeds thereof; (b) all present and future assessments, income, accounts, accounts receivable and the proceeds thereof, except assessments designated as reserve funds; (c) all bank accounts and deposit accounts into which any of the proceeds of the foregoing are deposited; (d) all present and future right, title and interest of the Assignor to claim a lien against each and every unit in the Condominium to secure payment of common expense assessments described in (b) above as permitted and as provided in the Declaration and in Chapter 718, Florida Statutes, as they may now exist or may be amended hereafter from time to time (the "Lien Rights"); and (e) proceeds of all the foregoing (all collectively being referred to herein as the "Assessments"). The security of this Assignment is and shall be primary. The Assignor hereby warrants that there are no contracts, agreements, assignments, pledges, hypothecations or other similar agreements granting a security interest in or to any of the Assessments as of the day and year first above written nor shall there be any in existence on the date of recordation of this Assignment or any other instruments of security. Assignor further warrants that it has not executed nor will it execute at any time during the term of the aforesaid loan any other assignments or instruments encumbering the items described above which might prevent Bank from operating under any of the terms and conditions of this Assignment.

3. Application of Proceeds. The Assignor does hereby authorize and empower the Bank to collect and receive the Assessments from the unit owners, and to enforce the Lien Rights, for application toward the reduction of the indebtedness under the Note. The Assignor hereby expressly authorizes and directs any and all persons or entities who now or who may in the future owe Assignor any Assessments, as well as those persons or entities who now or who may in the future hold such Assessments for or on behalf of the Assignor, to pay over and deliver all of such funds to the Bank upon receiving written demand from the Bank. Pursuant to paragraph 15 of this Assignment, it is understood and agreed, however, that no such demand shall be made unless and until there has been either a default in the payment of the Note or a failure by Assignor to carry out the covenants, agreements, and obligations set out in the Documents or this Assignment, but upon demand the unit owners shall pay the Assessments to the Bank without further inquiry. The exercise by the Bank of its right to receive such Assessments shall not prevent the Bank from exercising any of its rights under the Documents, nor any of its other rights under this Assignment, and in addition the Bank shall have and may exercise from time to time any and all rights and remedies of a secured party under the Uniform Commercial Code of the State of Florida and any and all other rights



and remedies available to it under any other applicable law, including but not limited to, the right to foreclose this Assignment, and any other instrument of security for the Note in the same proceedings. Until such demand is made, Assignor is authorized to collect, or continue collecting, such Assessments and enforcing the Lien Rights in accordance with the Declaration.

4. Covenants. Assignor agrees that at its sole expense it: (a) will duly and punctually perform and comply with any and all representations, warranties, covenants, terms and provisions to be performed or complied with by it in the Declaration relating to its ability to levy and collect the Assessments and to enforce the Lien Rights; (b) will not voluntarily terminate, cancel or waive its rights or the obligations of any other party with regard to any of the Assessments or the Lien Rights without the express written consent of the Bank; (c) will maintain all Assessments and Lien Rights in full force and effect; (d) will enforce the Assessments in accordance with their terms and the terms of the Declaration; (e) will appear in and defend any action or proceeding arising under or in any manner connected with any of the Assessments or the Lien Rights or the representations, warranties, covenants and agreements of it or the other party or parties thereof; (f) will furnish the Bank upon demand with executed copies of all documents, notices, correspondence, meeting minutes and other written materials related to the levying or enforcement of the Assessments; (g) use all funds collected to the extent necessary for the purpose of satisfying, reducing the interest, principal and other sums that may be due under the note; and (h) will take all additional action to these ends as from time to time may be requested in writing by the Bank.

5. Application of Assessments. All sums collected and received by Bank as a result of a default under the Note and the subsequent enforcement of this Assignment shall first be applied to the payment of the reasonable costs and expenses of collection thereof. The balance, if any, which shall be known as the "net income", shall be applied first to interest due under the Note and then toward reduction of the principal indebtedness evidenced by the Note, provided, however, that no credit shall be given by Bank for any sum or sums received from Assessments until the amount collected is actually received by Bank, and no credit shall be given for any uncollected amounts or bills.

6. Additional Assessments. In the event the funds assessed by Assignor against its members, as the Assessments are provided for in the operating budgets adopted from time to time by Assignor, are not sufficient to timely tender all of the payments required under the terms and provisions of the Note, then Assignor shall levy such additional Assessments as may be necessary, on an emergency basis, to timely tender all of the payments due pursuant to the terms and provisions of the Note.

7. Future Documents. The Assignor agrees from time to time to execute and deliver all such instruments and to take all such action for the purpose of further effectuating this Assignment and the carrying out of the terms hereof, as may be requested in writing by the Bank.

8. Indemnification. Neither the execution of this Assignment nor any action or inaction on the part of Bank under this Assignment shall release the Assignor from any of its obligations under the Declaration, or constitute an assumption of any such obligations on the part of the Bank, and Assignor shall and does hereby agree to indemnify the Bank for and to hold it harmless of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Declaration. Should the Bank incur any such liability, loss or damage under or through the Declaration or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse the Bank therefor immediately upon demand. Such attorneys' fees and costs shall include, but not be limited to, fees and costs incurred in any phase of litigation, including, but not limited to, all trials, proceedings and appeals, and all appearances in and connected with any bankruptcy proceedings or creditors' reorganization proceedings. No action or failure to act on the part of Assignor shall adversely affect or limit in any way the rights of Bank under this Assignment or, through this Assignment, under the Assessments or the Lien Rights. Nothing herein contained shall be construed as making the Bank, or its successors and assigns, an assignee in possession, nor shall Bank, or its successors and assigns, be liable for laches, or failure to collect said Assessments, and it is understood that Bank is to account only for such sums as are actually collected.

9. Notice to Unit Owners. The Bank may notify any unit owner of the Condominium of the terms and provisions of this Assignment by mailing a copy of this Assignment to such unit owner, or otherwise. Recordation of this Assignment in the public records of the county in which the Property is located shall constitute notice to any unit owner of the terms and provisions hereof.

10. Non-Waiver. IT IS UNDERSTOOD AND AGREED that neither the existence of this Assignment nor the exercise of its privilege to collect the Assessments hereunder, shall be construed as a waiver by the Bank or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the Note for which this Assignment is given as security.

11. Event of Default; Remedies. A breach of a covenant hereunder and/or in the event of a default under the Note and/or in the event of a default under any of the other Documents shall constitute an event of default hereunder. Assignor with written notice of such default, Bank shall have all remedies available at law and in equity, including the right to require specific performance of the terms, conditions, provisions, covenants and agreements described in this Assignment. In the event of such default, Bank shall have the right to notify each member of Assignor to pay directly to Bank, until the Note shall be paid in full, all Assessments imposed against the members of the Assignor and each member of the Assignor shall be entitled to rely upon such written directions from Bank without the necessity of receiving confirmation from Assignor. In addition, in the event of an uncured default under this Assignment and/or under the Note and/or under any of the other Documents, Bank shall, upon the filing of a bill in equity to enforce the rights of Bank hereunder and to the extent permitted by law and without regard to the value or the adequacy of the security, be entitled to apply for the appointment of a receiver to take financial control of the operation of Assignor. The receiver shall collect all Assessments and other revenues due to Assignor and shall apply the same as the court may direct. The receiver shall have all rights and powers permitted under the laws of the State of Florida. In all events, Assignor shall be liable for all costs and expenses of collection and enforcement

hereof, including reasonable court costs and attorneys' fees, whether or not suit is instituted and including all costs and fees of appellate proceedings.

12. Agents and Employees in Collection. Bank may, after occurrence of a default as above provided, from time to time appoint and dismiss such agents or employees, including professionals, as shall be necessary for the collection and enforcement of such Assessments and Assignor hereby grants to such agents or employees so appointed full and irrevocable authority on Assignor's behalf to collect and enforce collection of the Assessments and to do all acts relating to the collection of the Assessments as may be authorized by the Declaration. Bank shall have the sole control of such agents or employees and such agents or employees shall be paid from the proceeds of the Assessments as a cost of collection. Assignor hereby expressly releases Bank from any liability to Assignor for the acts of such agents or employees so long as they exercise reasonable care. Furthermore, the costs and expenses of any agents utilized by Bank shall be borne exclusively by Assignor.

13. Present Assignment. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Bank shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of this Assignment or of the Note, but upon the occurrence of any such default the Bank shall be entitled, upon notice to the unit owners, to all Assessments and other amounts then due under the Declaration and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the unit owners to pay all such amounts to the Bank without proof of the default relied upon. The unit owners are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by the Bank for the payment to the Bank of any portion of the Assessments or other sums which may be or thereafter become due under the Declaration and shall have no right or duty to inquire as to whether any default under the Note or this Assignment has actually occurred or is then existing.

14. No Amendment of Resolutions, Declaration, Articles of By-Laws. As long as this Assignment remains in effect, Assignor agrees that the Resolutions, including representations as to notice and approval of the Loan hereinbefore identified in the recitals of this Assignment, nor the Assessments nor the lien item in each annual budget adopted by the Assignor may be modified nor any liability released nor any changes made in connection with payment terms or any other changes, amendments or modifications of whatsoever kind, without the prior written consent of Bank. Furthermore, Assignor shall not amend or modify the terms and provisions of the Declaration which would adversely affect the rights of Bank under this Assignment without the consent of Bank (which consent shall not be unreasonably withheld), and Assignor shall not amend or modify the By-Laws or the Articles without the consent of Bank (which consent shall not be unreasonably withheld), if such amendments would adversely affect in any manner the rights of Bank under this Amendment.

15. Continuing Obligation to Update Corporate Officers/Directors/Address. Assignor shall have a continuing, affirmative duty to provide written notification to Bank immediately upon any addition, deletion or other change in any of the officers, directors and/or address of Assignor. Assignor understands that Bank may rely on the most recent information actually received by Bank, which may include information transmitted by facsimile.

16. Notices. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "notices") shall be deemed sufficient if in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at such address as each party has provided to the other, or at such other address which the party may hereafter designate by Notice given in like fashion. Notice shall be deemed received when delivered if by hand delivery or three (3) business days after sent postage prepaid, certified mail, return receipt requested. Notwithstanding the foregoing, routine communications such as ordinary distribution checks, copies of documents, etc., may be sent by ordinary first class mail or facsimile.

17. Termination. This Assignment and all of its provisions shall end if and when the Bank shall execute and record a satisfaction of the Documents in the public records of the county in which the Condominium is located; otherwise, the provisions hereof shall remain in full force and effect.

18. Binding Effect. All of the covenants and agreements herein shall bind, and the benefits and advantages shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, grantees, successors and assigns.

19. Terms. The term "unit owners" as used herein shall include any and all persons or entities who shall now be or hereafter become owners of units or homes in the Condominium as defined in the Declaration. The terms "Assignor" and "Bank" shall include the parties and their respective successors and assigns.

20. Headings. The headings of the paragraphs contained in this Assignment are for convenience of reference only and does not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.

21. Miscellaneous. This Agreement shall be construed in accordance with the laws of the State of Florida. Time is of the essence of this Agreement. No modification, alteration or amendment to the terms or provisions of this Agreement shall be effective unless the same is in writing, is executed by both parties and is recorded in the public records of the county in which the Condominium is located. No failure by the Bank to insist on full or timely performance of any covenant or obligation of the Assignor hereunder on any occasion shall be construed as a waiver of such covenant or obligation, or the right of the Bank to insist on full or timely performance of such covenant or obligation at a future time. The Assignor may not assign or otherwise encumber, pledge or burden its interest or obligation under this Assignment, nor may the Assignor further pledge, encumber or assign the Assessments or the Lien Rights, without the prior expressed written consent of the Bank.

[Signatures Appear Immediately on Following Page]

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument under seal the day and year first above written.

WITNESSES

[Signature]  
Signature of Witness  
Susan C. Garcia  
Print or type Name of Witness

[Signature]  
Signature of Witness  
CINDY FOX  
Print or type Name of Witness

Countryside Condominium Association, Inc.  
a non-profit Florida corporation

By [Signature]  
David Julien, President

By [Signature]  
Clyde Bullard, Treasurer

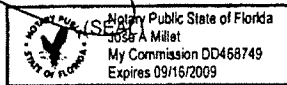
Assignment of Assessment and Lien Rights

STATE OF FLORIDA  
COUNTY OF BRADFLD

The foregoing instrument was acknowledged before me this 27 day of August 2007, by **David Julien as President of Countryside Condominium Association, Inc.**, a non-profit Florida corporation, on behalf of the corporation.

Personally known  
 Florida Driver's License  
 Other Identification Produced

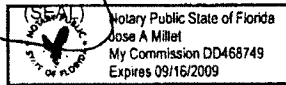
[Signature]  
Notary Public  
JOSE A. MILLET  
Print or type name of Notary



The foregoing instrument was acknowledged before me this 27 day of August 2007, by **Clyde Bullard as Treasurer of Countryside Condominium Association, Inc.**, a non-profit Florida corporation, on behalf of the corporation.

Personally known  
 Florida Driver's License  
 Other Identification Produced

[Signature]  
Notary Public  
JOSE A. MILLET  
Print or type name of Notary



This instrument was prepared by:  
Robert Rubinstein, Esquire,  
BECKER & POLIAKOFF, P.A.  
3111 Stirling Road  
Fort Lauderdale, FL 33312

CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF  
COUNTRYSIDE, A CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Countryside, a Condominium, as recorded in Official Records Book 5902 at Page 265 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the Condominium Documents at a meeting held April 23, 2002.

IN WITNESS WHEREOF, we have affixed our hands this 16 day of May, 2002, at Broward County, Florida.

WITNESSES

COUNTRYSIDE CONDOMINIUM  
ASSOCIATION, INC.

Sign John W. Morris

Print John W. Morris

By: [Signature]

Allan Morin, President  
Address: 7610 Stirling Road  
Hollywood, FL 33024

Sign Steve Spadaro

Print Steve Spadaro VP

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of May, 2002, by Allan Morin, as President of Countryside Condominium Association, Inc., a Florida not-for-profit corporation.

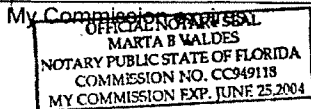
Personally Known  OR  
Produced Identification

Type of Identification \_\_\_\_\_

649991\_1.DOC

NOTARY PUBLIC - STATE OF FLORIDA

sign [Signature]  
print \_\_\_\_\_



**AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM  
OF  
COUNTRYSIDE, A CONDOMINIUM**

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

1. Article XIII, Section 6 of the Declaration of Condominium is amended and created to read as follows:

6. All unit owners must occupy said unit for 2 years before any approval to lease unit can be granted. The exceptions being the unit owner may allow his or her grandmother, grandfather, mother, father, son, daughter, brother, sister, blood relatives only to occupy their unit. Proof of relationship required. This will not relieve the owner of his or her obligation to occupy unit should the relative move out.

2. Article XIX, Section 3 of the Declaration of Condominium is amended to read as follows:

3. **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court. If a unit owner causes or creates a situation where by it becomes necessary for the association to involve the use of the association's attorney the association may hold that unit owner responsible for reimbursement of legal fees charged to the association when the association is found to be correct in its action (such as case dismissed or case closed).



**INSTR # 101119372**  
**OR BK 31747 PG 0194**  
 RECORDED 06/21/2001 12:15 PM  
 COMMISSION  
 BROWARD COUNTY  
 DEPUTY CLERK 2005

This instrument was prepared by:  
 Robert Rubinstein, Esquire,  
 BECKER & POLIAKOFF, P.A.  
 3111 Stirling Road  
 Fort Lauderdale, FL 33312

**CERTIFICATE OF AMENDMENT  
 TO THE  
 BY-LAWS OF  
 COUNTRYSIDE CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws, an Exhibit to the Declaration of Condominium of Countryside, a Condominium, as recorded in Official Records Book 5902 at Page 265 of the Public Records of Broward County, Florida, was duly adopted in the manner provided in the Condominium Documents at a meeting held May 28, 2001.

IN WITNESS WHEREOF, we have affixed our hands this 16th day of June, 2001, at Broward County, Florida.

WITNESSES

COUNTRYSIDE CONDOMINIUM  
 ASSOCIATION, INC.

Sign Juanita Salazar  
 Print Juanita Salazar  
 Sign [Signature]  
 Print Luis Jairo Salazar

By: [Signature]  
 Allan Morin, President  
 Address: 7610 Stirling Road  
 Hollywood, FL 33024

STATE OF FLORIDA  
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of June, 2001, by Allan Morin, as President of Countryside Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known      OR  
 Produced Identification FLDL  
FLDL M 650019 66 2990  
 Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA  
 sign [Signature]  
 print \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

OFFICIAL NOTARY SEAL  
 LUIS JAIRO SALAZAR  
 NOTARY PUBLIC STATE OF FLORIDA  
 COMMISSION NO. 00680803  
 MY COMMISSION EXP. 9/16/2001

AMENDMENT TO  
BY-LAWS OF  
COUNTRYSIDE CONDOMINIUM ASSOCIATION, INC.

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

Article VIII, Section E of the By-Laws is amended to read as follows:

E. The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any unit or upon the Common Elements, except that this shall not prohibit the keeping of one small orderly dog weighing 20 lbs. or less, which must be registered with the Association with proof of shots, or two in-door cats or two caged birds or one small aquarium, 20 gallons or less, with insurance for upstairs use. All pets must be approved by the Board of Directors or Screening Committee. Dogs must be walked outside of the condominium property lines and/or carry a pooper-scooper. ~~This shall include all pets except those pets residing in the Condominium prior to September 29th, 1978, and upon the demise or disposition of such pets, there shall be no replacement. Guests shall not be permitted within any unit or upon the common elements if they are accompanied by any pet, animal or livestock of any kind. Pets shall not be permitted upon the common areas of the Condominium property unless accompanied by an adult and unless they are carried or leashed. Any member who keeps or maintains any pet upon any portion of the Condominium property shall be deemed to have indemnified and agreed to hold the Association and each of its members free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium project. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises, or to charge such person for any extraordinary costs of maintaining the common elements caused by the presence of the pet. The payment and collection of this charge shall be in accordance with the terms providing for payment and collection of assessments in these By-Laws, the Declaration of Condominium and the Condominium Act, without limitation, the right reserved to the Board of Directors to accelerate payment of assessments and the right to recover attorney's fees and costs.~~



85-206689

X

CERTIFICATE OF AMENDMENT TO EXHIBIT 1 to the  
DECLARATION OF CONDOMINIUM, BEING THE BY-LAWS OF  
COUNTRYSIDE CONDOMINIUM ASSOCIATION, INC.

THIS IS TO CERTIFY THAT:

The following is a true copy of those certain amendments to the By-Laws of COUNTRYSIDE CONDOMINIUM ASSOCIATION, INC. Said Amendments, which were duly proposed by the Board of Directors of the Countryside Condominium Association, Inc., and consented to by not less than 75% of a quorum of unit owners present at a special meeting of the membership in person or by proxy, all strictly in accordance with Article VIII of the Declaration of Condominium and Article IX of the By-Laws, are as follows:

BE IT RESOLVED, that the following amendments be enacted:

Amend Article VIII of the By-Laws, being the House Rules of the Condominium, by adding:

"Section Q. There shall be no waterbeds <sup>in any of the units</sup> ~~purchases~~ without the appropriate insurance to cover any damage to the common areas or other units caused by the use of such waterbed. Proof of a current insurance policy must be kept on file with the Board."

Amend Article X of the By-Laws, being the rules of construction thereof, by adding:

"The rules and regulations pertaining to the selling and renting of a unit at Countryside Condominium shall be incorporated in the Condominium By-Laws."

The adoption of these amendments appears in the minutes of the Association and stands unrevoked.

The undersigned do hereby certify that the foregoing Amendments to the Declaration and By-Laws of Countryside Condominium Association, Inc., have been duly and validly proposed by a majority of the Board of Directors of the Association, adopted by an appropriate vote of the membership of the Association, and have been duly executed pursuant to the Florida Condominium Act and the applicable provisions of the recorded Declaration of Condominium and By-Laws of Countryside Condominium Association, Inc.

EXECUTED at Broward County, Florida, this 13<sup>th</sup> day of May

1985.

85 JUN 20 PM 4:14

OFF REC 12626 PAGE 518

*1-14-County*

WITNESS:

COUNTRYSIDE CONDOMINIUM ASSOCIATION, INC.

*Fredrick W. Di Maria*  
*Jan Shuster*

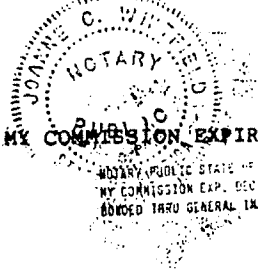
BY: *David A. Menasco*  
*President* (TITLE)

(SEAL)

ATTEST: *Stuart L. Block*  
SECRETARY

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 13  
day of May, 1985, by David Menasco,  
and Stuart L. Block, as President  
and Secretary, respectively, of Countryside Condominium Association, Inc.,  
a Florida non profit corporation, on behalf of the corporation.



*Joanne C. Whitfield*  
NOTARY PUBLIC

OFF 12626 PAGE 519

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

78-253508

Countryside  
Condominium Association, Inc. ←

7610 STIRLING ROAD  
HOLLYWOOD, FLORIDA 33024

September 20, 1978

TO ALL UNIT OWNERS:

Be it proposed that the following amendments to the By-Laws and Declaration of Countryside Condominium Association, Inc. be enacted.

DECLARATION - ARTICLE XIV - TRANSFER AND LEASE RESTRICTIONS -

1. ASSOCIATION RIGHTS - In the event a Unit Owner wishes to sell, rent or lease a Unit to anyone who is not already a Unit Owner, he must obtain the prior written approval of the Board of Directors of the Association. The Association is hereby given the right to purchase, rent or lease the Unit on the same conditions as offered to a non- Unit Owner by the Unit Owner. Any attempt to sell or rent or lease said unit without the prior written approval of the Board of Directors shall render such sale, rental or lease null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee. All leases shall be of a duration of at least one year.

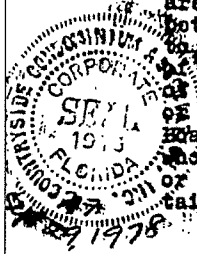
AMEND ARTICLE VIII - Rules & Regulations of By-Laws as follows:

E. The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry or any kind, regardless of number, shall be and is hereby prohibited within any unit or upon the Common Elements, ~~except that this shall not prohibit the keeping of one small orderly dog, one cat and/or caged birds as domestic pets when authorized in writing by the Board of Directors, provided that they are not kept or maintained for commercial or breeding purposes.~~ This shall include all pets except those pets residing in the Condominium prior to September 29th, 1978, and upon the demise or disposition of such pets, there shall be no replacement. Guests shall not be permitted within any unit or upon the common elements if they are accompanied by any pet, animal or livestock of any kind. Pets shall not be permitted upon the Common Areas of the Condominium property unless accompanied by an adult and unless they are carried or leashed. Any member who keeps or maintains any pet upon any portion of the Condominium property shall be deemed to have indemnified and agreed to hold the Association and each of its members free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium project. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises, or to charge such person for any extraordinary costs of maintaining the Common Elements caused by the presence of the pet.

78 SEP 29 AM 10.40

OFF 7793  
RMC 934

700  
A



Countryside  
Condominium Association, Inc.

7610 STIRLING ROAD  
HOLLYWOOD, FLORIDA 33024

PAGE #2-

September 20, 1978

The payment and collection of this charge shall be in accordance with the terms providing for payment and collection of assessments in these By-Laws, the Declaration of Condominium and the Condominium Act, including, without limitation, the right reserved to the Board of Directors to accelerate payment of assessments and the right to recover attorney's fees and costs.

G. Except as herein elsewhere provided, no junk vehicle, other vehicle on which current registration plates are not displayed, trailer, or boat trailer, campers, house trailers, Recreational Vehicles and no truck larger than 3/4 ton, shall be kept upon the Common Elements, nor shall the repair or extraordinary maintenance of automobiles, or other vehicles be carried out on the Common Elements or within or upon any unit.

J. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon the Common Elements. Outside clothes dryers, or clothes lines, racks, tires, cartons, clothes, bikes, barbeque grills or storage of any kind, shall not be maintained upon the Condominium-property limited common elements or common elements at any time. No clothing, laundry or the like shall be hung from any unit or upon the Common Elements or from or upon any balcony or patio or catwalks. No cabinet is permitted to be installed on the Common Elements or Limited Common Elements without written consent of the Board of Directors.

REC 7793 MAR 935

9-29-78  
RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
R. R. KAUTH  
BROWARD COUNTY ADMINISTRATOR

State of Florida  
County of Broward

Sworn to and subscribed before me this 29th day of September  
1978.

Notary Public, State of Florida at Large  
My Commission Expires May 18, 1979  
Bonded by American Fire & Casualty Co.

BOARD OF DIRECTORS

COUNTRYSIDE CONDO. ASSOCIATION, INC.

ASSOCIATION, INC.

FLORIDA

1978

SEP 29 1978

SEP 29 1978

SEP 29 1978

SEP 29 1978

SEP 29 1978

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SEP 29 1978

SEP 29 1978

SEP 29 1978

RECORD AND RETURN TO:  
Attorney Andrew J. Markus  
1401 First Federal Building  
One Southeast Third Avenue  
Miami, Florida 33131

77-125046

CERTIFIED RESOLUTIONS OF THE BOARD OF  
DIRECTORS OF STIRLING WEST CONDOMINIUM, INC.

We, Thomas E. Campbell and Joseph S. Hiatt, III, President and Secretary respectively of Stirling West Condominium, Inc., a Florida corporation, do hereby certify that the following is a true and correct copy of a resolution adopted by the Board of Directors of the corporation at a duly called meeting of the directors held on March 25, 1977, at which a quorum of directors were present and voting throughout:

BE IT RESOLVED that Nestor Morales be removed as Resident Agent for service of process for the corporation pursuant to Article VII, of the Declaration of Condominium of Stirling West Condominium, appearing at pages 6 and 7 thereof, recorded in the Public Records of Broward County, Florida in Official Records Book 5902, Pages 270 and 271.

BE IT FURTHER RESOLVED that the Secretary of this corporation be and hereby is authorized to prepare a certified copy of these resolutions to be recorded in the Public Records of Broward County, Florida.

WE FURTHER CERTIFY that the above directors' resolution was duly and regularly enacted at a meeting of the Board of Directors called for that purpose and held in accordance with the by-laws of the corporation and the statutes of the State of Florida; that the directors of the corporation have full power and authority to bind the corporation pursuant thereto; and that the resolution is in full force and effect and has not been altered, modified or rescinded.

IN WITNESS WHEREOF, we have affixed our names as President and Secretary, respectively, of this corporation and have affixed the corporate seal of the corporation this 7 day of June, 1977.

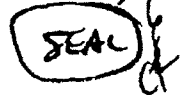
Signed, sealed and delivered in the presence of:

Orna Webb  
Karen Hays

STIRLING WEST CONDOMINIUM, INC.

By Thomas E. Campbell  
President

Attest: Joseph S. Hiatt III  
Secretary



77 JUN 14 AM 8:44

REC. 7067 PAGE 502

(Georgia)  
STATE OF FLORIDA )  
                  ) SS:  
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this  
11th day of July, 1977, by Thomas L. Campbell  
and Joseph H. Math, III, as  
President and Secretary, respectively, of Stirling West Condo-  
minium, Inc., a Florida corporation, on behalf of the  
Corporation.



Robert J. Newman  
Notary Public  
State of Florida at Large  
Georgia  
My commission expires:

Notary Public, Georgia, State at Large  
My Commission Expires Nov. 12, 1977

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 02-28-2001 BY 60322  
UCBAW/STP

REC-7067 PAGE 4-3

CERTIFICATE OF FIRST AMENDMENT  
TO DECLARATION OF CONDOMINIUM  
OF STIRLING WEST CONDOMINIUM

**77-121641**

THIS IS TO CERTIFY THAT:

The following is a true copy of certain amendments to the Declaration of Condominium of STIRLING WEST CONDOMINIUM recorded in Official Records Book 5902, Page 265 of the Public Records of Broward County, Florida (the "Declaration"), and further amending the Articles of Incorporation and By-laws of STIRLING WEST CONDOMINIUM, INC., (the "Association"), copies of all of which are recorded as exhibits to the Declaration. Said amendments were duly proposed and were adopted at a meeting of the members of the Association by not less than 75% of the entire membership of the Association all strictly and duly in accordance with Article V of the Declaration, Article X of the Articles of Incorporation of the Association, and Article XII of the By-Laws of the Association. Said amendments are as follows:

WHEREAS, members of the Association totalling not less than three-fourths of the total membership of the Association and entitled to cast not less than three-fourths of the total number of votes entitled to be cast at any meeting of the Association or its members wish to enact the following amendments for the benefit of the development.

NOW THEREFORE, BE IT RESOLVED, that the following amendments be enacted:

1. Amend the Declaration and all exhibits thereto to change the name of the condominium from "Stirling West Condominium," to "Countryside, a Condominium." Thus, the words "Stirling West Condominium," are hereby deleted wherever they may appear in the Declaration and all exhibits thereto, and the words "Countryside, a Condominium," are substituted in their place.
2. Amend the Declaration and all exhibits thereto to change the name of the Association from "Stirling West Condominium, Inc.," to "Countryside Condominium Association, Inc." Thus, the words "Stirling West Condominium, Inc.," are hereby deleted wherever they may appear in the Declaration and all exhibits thereto and the words "Countryside Condominium Association, Inc.," are substituted in their place.
3. Delete Article III of the Declaration appearing at Page 1 thereof (recorded in Official Record Book 5902, Page 265), and insert a new Article to read as follows:

III

DEFINITIONS

The terms used in this Declaration of Condominium and its exhibits shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires:

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

STIRLING WEST CONDOMINIUM, INC.  
1000 S.W. 11th Ave., Suite 100  
Fort Lauderdale, Florida 33304  
Official Record Book 5902, Page 265  
Date of Recording: 12/13/77

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2. "Association" means Countryside Condominium Association, Inc., a Florida corporation, which is the entity responsible for the operation of the Condominium, and its successors.
3. "By-Laws" means the by-laws for the government of the Association and the Condominium as they exist from time to time.
4. "Common Elements" shall include: (a) the condominium property not included in the Units; and (b) tangible personal property owned by the Association and required or useful for the maintenance and operation of the Common Elements.
5. "Common Expenses" means the expenses for which the Unit owners are liable to the Association.
6. "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 amount of Common Expenses.
7. "Condominium Unit" means a Unit together with the undivided share in the Common Elements and Limited Common Elements which are appurtenant to the Unit.
8. "Institutional Mortgagee" means a Bank, Savings and Loan Association, Insurance Company, Union Pension Fund, FHA Approved Mortgage Lender or Banker, a Real Estate or Mortgage Investment Trust, an Agency of the United States Government, or a lender generally recognized in the community as an institutional type lender.
9. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.
10. "Reasonable attorney's fees" means reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved and, if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.
11. "Sponsor" means THOMAS E. CAMPBELL, not individually, but only as nominee of the trustees of COUSINS MORTGAGE AND EQUITY INVESTMENTS, an unincorporated business trust organized under the laws of the State of Georgia, and all assignees, nominees, and successors of the Trustees who hold one or more Units for sale in the ordinary course of business. The Sponsor does not assume any obligations of Camvert Development Corporation, the previous developer. Sponsor shall not be held liable for the acts or omissions of the previous developer, but shall carry out all duties and obligations and shall exercise all rights to which Sponsor may be entitled under the Declaration, Articles and By-Laws of and pertaining to this Condominium. THOMAS E. CAMPBELL is acting not individually, but

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only as the nominee of COUSINS MORTGAGE AND EQUITY INVESTMENTS (the "Trust"), which is the trade name of the Trustees, acting only as trustees, of a business trust organized under Chapter 1086 of the Georgia Code of 1933, as amended, by Declaration of Trust (the "Declaration") dated May 18, 1970, a copy of which together with all amendments is available in the office of the Secretary of State of the State of Georgia, and is on file with the Secretary of State of the State of Florida. The Declaration and Georgia law provide, and all grantees taking or claiming hereunder specifically agree, that only the Trust Estate shall be bound by or liable for the contracts and other acts and obligations of the Trust and its Trustees. No shareholder (beneficiary), trustee, officer, agent or nominee of the Trust, specifically including without limitation THOMAS E. CAMPBELL, shall have any personal liability for, nor shall resort be had to private property of such persons for the satisfaction of, any obligation or claim arising out of the affairs of the Trust, or any obligations arising hereunder.

12. "Unit" means a part of the condominium property which is to be subject to private ownership as defined in the Condominium Act.

13. "Unit Owner" or "Owner of Unit" means the owner in fee simple of a Condominium Unit.

14. "Utility Services" as used in the Condominium Act and construed with reference to this Condominium Act and as used in the Declaration and By-Laws shall include but not be limited to electric power, water, gas, and garbage and sewage disposal.

4. Amend and renumber Article IV, Section A of the Declaration appearing at pages 1 and 2 thereof (recorded in Official Record Book 5902, Pages 265 and 266), to read as follows:

#### IV

IDENTIFICATION OF UNITS; SURVEY; PLOT PLAN  
AND GRAPHIC DESCRIPTION OF IMPROVEMENTS;  
SHARES IN COMMON ELEMENTS; PROPORTIONS OF  
COMMON EXPENSES; VOTING RIGHTS

1. Identification of Units. The improvements on the condominium property described consist of seven, two-story buildings containing a total of 104 units, together with common elements and limited common elements, each unit being designated as follows: Building 1: A-101, A-102, A-103, A-104, A-105, A-106, A-107 and A-108 on the ground floor; A-201, A-202, A-203, A-204, A-205, A-206, A-207 and A-208 on the second floor. Building 2: B-101, B-102, B-103, B-104, B-105, B-106, B-107 and B-108 on the ground floor; B-201, B-202, B-203, B-204, B-205, B-206, B-207 and B-208 on the second floor. Building 3: C-101, C-102, C-103, C-104, C-105, C-106 and C-107 on the ground floor; C-201, C-202, C-203, C-204, C-205, C-206 and C-207 on the second floor.

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Building 4: D-101, D-102, D-103, D-104, D-105, D-106 and D-107 on the ground floor; D-201, D-202, D-203, D-204, D-205, D-206 and D-207 on the second floor.  
Building 5: E-101, E-102, E-103, E-104, E-105, E-106 and E-107 on the ground floor; E-201, E-202, E-203, E-204, E-205, E-206 and E-207 on the second floor.  
Building 6: F-101, F-102, F-103, F-104, F-105, F-106 and F-107 on the ground floor; F-201, F-202, F-203, F-204, F-205, F-206 and F-207 on the second floor.  
Building 7: G-101, G-102, G-103, G-104, G-105, G-106, G-107 and G-108 on the ground floor; G-201, G-202, G-203, G-204, G-205, G-206, G-207 and G-208 on the second floor.

5. Amend and renumber Article IV, Section B, Paragraphs 1-3 of the Declaration appearing at page 2 thereof (recorded in Official Record Book 5902, Page 266), to read as follows:

2. Survey, Plot Plans. There is being recorded contemporaneously herewith a Survey and Plot Plan of the above-described property showing and identifying the Common Elements, Limited Common Elements and each unit and their relative location and approximate dimensions. Further, there is being recorded contemporaneously herewith Floor Plans containing a graphic description of the improvements made to the condominium property. The Survey, Plot Plan, Floor Plans, consist of sixteen (16) pages and are incorporated herein by reference as Exhibit 1 to this Declaration, which Exhibit has been certified pursuant to the requirements of the Condominium Act.

6. Delete Article IV, Section B, Paragraph 4 of the Declaration appearing at pages 2 and 3 thereof (recorded in Official Record Book 5902, Pages 266 and 267).

7. Amend and renumber the first two lines of Article IV, Section B, Paragraph 5 of the Declaration appearing at page 3 thereof (recorded in Official Record Book 5902, Page 267), to read as follows:

3. Unit Shares. As indicated on Exhibit I, the following are the undivided shares, stated as fractions, in the Common Elements which are appurtenant to each Unit and the percentage and manner of sharing Common Expenses and Owning Common Surplus:

8. Insert a new Article V to the Declaration, to read as follows:

V

EASEMENTS

Each of the following easements is reserved through the condominium property and is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the condominium and the exclusion of any of the lands of the condominium from the condominium:

(1) Utilities. As may be required for Utility Services in order to adequately serve the Condominium; provided, however, easements through a Unit shall be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner.

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(2) Ingress and Egress. For pedestrian traffic over, through and across sidewalks, paths, walks, lobbies, stairways, walkways and lanes, and like passageways, as the same may from time to time exist upon the Common Elements; and for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portion of the condominium property not designated as a parking area.

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

(4) Sponsor. Until such time as Sponsor has completed all of the contemplated improvements and sold all of the Units contained within the condominium property, easements, including but not limited to ingress and egress, are hereby reserved and shall exist through and over the condominium property as may be required by Sponsor for the completion of the contemplated improvements and the sale of said Units. Neither the Unit Owners nor the Association, nor their use of the condominium property, shall interfere in any way with such completion and sale.

9. Renumber Article V of the Declaration, appearing at pages 5 and 6 thereof (recorded in Official Record Book 5902, Pages 269 and 270), to read "Article VIII."

10. Insert a new Article VI to the Declaration, to read as follows:

VI

UNIT BOUNDARIES

Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, but which do not include the boundaries of the Unit as follows:

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

(a) Upper Boundary - the horizontal plane of the unfinished lower interior surface of the concrete slab ceiling.

(b) Lower Boundary - the horizontal plane of the unfinished upper interior surface of the concrete slab floor.

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(2) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the dry walls bounding the Unit extended to the intersection with each other and with the upper and lower boundaries.

11. Renumber Article V of the Declaration appearing at page 6 thereof (recorded in Official Record Book 5902, Page 270), to read "Article IX."

12. Insert a new Article VII to the Declaration, to read as follows:

VII

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. Common Elements. The Common Elements include the land and all of the parts of the Condominium other than the Units as defined in Article VI or the Limited Common Elements as defined in this Article. The Common Elements specifically include, without limitation, all windows and exterior doors located within or adjacent to a Unit, and all load-bearing walls and structural parts of the building, whether or not located within the boundaries of a Unit as defined in Article VI.

2. Limited Common Elements. Any balcony or patio and any such structure attached to the exterior main walls of the building that serves only the particular Unit adjacent to such structure shall be a Limited Common Element for the benefit of that particular Unit only.

13. Renumber Article VII of the Declaration appearing at Pages 6 and 7 thereof (recorded in Official Record Book 5902, Pages 270 and 271), to read "Article X."

14. Amend former Article V, Paragraph 1 of the Declaration (present Article VIII) appearing on Page 5 thereof (recorded in Official Record Book 5902, Page 269), to delete the word "Dade" in the sixth line thereof and to insert in its place the word "Broward", and to add a new second sentence to read as follows:

"An amendment shall be evidenced by a Certificate of the Association executed in the form required for the execution of a deed, all as required by the Condominium Act."

15. Amend former Article V, Paragraph 2 of the Declaration (present Article VIII) appearing on Page 6 thereof (recorded in Official Record Book 5902, Page 269), to insert the words "the configuration or size of" after the word "change" in the first line thereof; to delete the word "thereof" and to insert in its place the words "of the unit" in the fourth line thereof; and to delete the word "thereon" and to insert in its place the words "on the unit" in the fifth line thereof.

16. Amend former Article V, Paragraph 3 of the Declaration (present Article VIII) appearing on Page 6 thereof (recorded in Official Record Book 5902, Page 270), to insert the word "materially" after the word "would" in the third line thereof;

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to insert the words "and adversely" after the first word in the fourth line thereof; to delete the words "holder of an" from the fourth line thereof; to delete the word "institutional" and to insert in its place the word "Institutional" in the fourth line thereof; to delete the word "first" in the fifth line thereof; to delete the word "mortgage" in the fifth line thereof and to insert in its place the word "Mortgagee;" and to delete the sixth line thereof and to insert in its place the words "Institutional Mortgagee."

17. Amend former Article VI of the Declaration (present Article IX) appearing at Page 6 thereof (recorded in Official Record Book 5902, Page 270), to insert the words "in addition to being governed by the terms of this Declaration," after the word "governed" in the first sentence thereof.

18. Amend former Article VII, Paragraph 1 of the Declaration (present Article X) appearing at Page 6 thereof (recorded in Official Record Book 5902, Page 270), to delete the third line and the fourth line to the word "Act" and to insert in their place the words "corporation not for profit pursuant to the laws of the State of Florida."

19. Delete former Article VII, Paragraphs 2 and 3 of the Declaration (present Article X) appearing at Page 7 thereof (recorded in Official Record Book 5902, Page 271).

20. Amend former Article VII of the Declaration (present Article X) appearing at Pages 6 and 7 thereof (recorded in Official Record Book 270 and 271), to insert two new paragraphs to read as follows:

The Association shall act as agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association for the benefit of the condominium property.

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

21. Delete Article VIII, Sections A, B and C of the Declaration appearing at Pages 7 and 8 thereof (recorded in Official Record Book 5902, Pages 271 and 272), and insert a new Article to read as follows:

#### XI

#### ASSESSMENTS

The making and collection of assessments against Unit Owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions:

1. Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, the same as set forth in Article IV of this Declaration, but the same shall not vest or create in any Unit Owner the right to withdraw or receive distribution of his share of the Common Surplus.

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2. Payments. Assessments and installments thereon paid on or before the day when the same shall become due shall not bear interest, but all sums not so paid on or before the day the same is due shall bear interest until paid at the rate of ten (10%) per cent per annum. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent Unit Owner due and payable in full as if the entire amount was originally assessed.

3. Lien for Assessments. The Association shall have a lien on each Unit for any unpaid assessments and for interest thereon against the Unit Owner, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or the enforcement of such lien. The lien shall be effective from and after the time of recording in the public records of Broward County, Florida, a claim of lien stating the description of the Unit, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and acknowledged by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure by the Association, the owner of the Unit shall be required to pay a reasonable rental for the Unit and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where an Institutional Mortgagee or other purchaser of a Unit obtains title to the Unit as a result of the foreclosure of the mortgage or as a result of a conveyance in lieu of foreclosure of the Institutional Mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former owner of such Unit which become due prior to acquisition of title in the manner above provided, unless such share is secured by a claim of lien that is recorded prior to the recording of said mortgage. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners including such acquirer, its successors and assigns.

22. Delete Article VIII, Section K of the Declaration appearing at page 16 thereof (recorded in Official Record Book 5902, Page 280), and insert a new Article to read as follows:

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XII

MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement there shall be as follows:

1. Common Elements.

(a) By the Association. The maintenance and operation of the Common Elements, excluding those items that are the responsibility of each Unit Owner as set forth in paragraph 2(b) of this Article, shall be the responsibility of the Association and the expense associated therewith shall be designated as a Common Expense.

(b) Alteration and Improvement. Except for repairs and maintenance for existing improvements, after the completion of the improvements including the Common Elements contemplated by this Declaration, there shall be no material alteration or substantial addition to, or improvement of the condominium property constituting the Common Elements without prior approval in writing by the owners of not less than seventy-five (75%) per cent of the Common Elements and by not less than seventy-five (75%) per cent of the holders of Institutional Mortgages, except as provided by the By-Laws. Any such material alteration or substantial improvement or addition shall not interfere with the rights of any Unit Owner without his consent. The cost of such work shall not be assessed against an Institutional Mortgagee that acquires its title as a result of owning a mortgage upon the Unit owned, unless such Institutional Mortgagee shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to other Unit Owners in the shares that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of Unit Owners in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvements.

2. Units and Limited Common Elements.

(a) By the Association. The Association shall maintain, repair and replace as a Common Expense:

(i) All portions of a Unit, except finished interior surfaces, contributing to the support of the building, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

(ii) All conduits, ducts, plumbing, wiring and other facilities for the

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furnishing of utility services contained in the portions of a Unit maintained by the Association or that are contained within a Unit and service two or more units.

(i) All incidental damage caused to a Unit by such work shall be promptly repaired by the Association.

(iv) All portions of the Limited Common Elements except as set forth in paragraph 2(b) below.

(b) By the Unit Owner. The responsibility of the Unit Owner shall be:

(i) To maintain, repair, and replace, at his sole and personal expense, his Unit, all electric panels, electric wiring, electric outlets and fixtures, doorbells and doorknockers, and air-conditioners, all of which service only his Unit whether or not located within the Unit boundaries, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections within the Unit, interior surfaces of all walls, floors and ceilings, windows, sliding glass doors, and glass therein, located in the Unit or adjacent to the Unit in the Common Elements or Limited Common Elements, except the portions specifically to be maintained, repaired and replaced by the Association as set forth in paragraph 2(a) above. Provided however, that it shall not be the responsibility of the Unit Owner to replace such of the above items as are destroyed by casualty, if and only if the Association shall insure such casualty loss, in which event the responsibility for replacement shall be that of the Association.

(ii) To clean and repair scratches, tears or blemishes in all doors, door runners, windows and screens adjacent to his Unit or his respective Limited Common Elements.

(iii) Not to enclose, paint, or otherwise decorate or change the appearance of any portion of the exterior of the apartment building, including the Limited Common Elements, without the consent of the Board of Directors of the Association.

(iv) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

(v) To maintain the cleanliness and general appearance of the Limited Common Elements.

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(vi) To repair or replace any portion of the Condominium Property damaged or destroyed as a result of the negligent or intentional actions of an identifiable Unit Owner, members of his family, his servants, guests, or tenants.

(c) Alteration and Improvement. Subject to the other provisions of this paragraph 2 and which in all cases shall supersede and have priority over the provisions of this subsection when in conflict therewith, a Unit Owner may make such alteration or improvement to the Unit at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other Unit Owners and further provided that a Unit Owner shall make no changes or alterations to any interior boundary wall, exterior wall, Limited Common Element, screening, exterior door, window, structural or load-bearing member, electrical service or plumbing service, without first obtaining approval of the Board of Directors of the Association. All alterations and improvements must be in compliance with all existing building codes. No alteration may cause an increase in any insurance premium to be paid by the Association.

(d) Failure of Unit Owner to Repair. The Association may enter into any Unit upon reasonable notice and during reasonable hours to inspect any Unit and make any repairs or maintenance which is the responsibility of the Unit Owner and which said Unit Owner has failed to make. All costs of such repair shall be assessed to the particular Unit Owner as a special assessment, and can be collected in the same manner as any other assessment.

23. Delete Article VIII, Section D of the Declaration appearing at page 8 thereof (recorded in Official Record Book 5902, Page 272), and insert a new Article to read as follows:

### XIII

#### USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the Condominium exists and the building, in useful condition, exists upon the land:

1. Units. Each of the Units shall be occupied only by the individual owner, members of his family, their servants, guests and tenants, as a residence and for no other purpose.

2. Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

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3. Nuisance. The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noise or otherwise; nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in or about the condominium property.

4. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association as provided by its Articles of Incorporation and By-Laws. Copies of such Regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium.

5. Enforcement. The Association is hereby empowered to enforce this Declaration, all rules and regulations, and all restrictions made by the Association as set forth in this Declaration, and in the Articles of Incorporation and the By-Laws of the Association.

24. Delete Article VIII, Sections E, F and G of the Declaration appearing at pages 9-11 thereof (recorded in Official Record Book 5902, Pages 273-275), and insert a new Article to read as follows:

XIV

TRANSFER AND LEASE RESTRICTIONS

1. Association Rights. In the event a Unit Owner wishes to sell, rent or lease a Unit to anyone who is not already a Unit Owner, he must obtain the prior written approval of the Board of Directors of the Association. The Association is hereby given the right to purchase, rent or lease the Unit on the same conditions as offered to a non Unit Owner by the Unit Owner. Any attempt to sell or rent or lease said Unit without the prior written approval of the Board of Directors shall render such sale, rental or lease null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

2. Notice. A Unit Owner shall, before accepting any offer to purchase, lease or rent out a Unit, deliver to the Board of Directors a written notice of his intent to sell, lease or rent out a Unit. The notice shall contain the terms of the acceptable offer received by the Unit Owner, which he wishes to accept and the name and address of the prospective purchaser or tenant.

3. Approval. The Board of Directors, within fifteen (15) days after receiving such notice from a Unit Owner, shall either consent in writing to the transaction specified in the notice, or, by written notice to be delivered to the Unit Owner, designate the Association or an assignee of the Association to purchase, rent or lease the Unit upon the same terms as those specified in the Unit Owner's notice. The Association

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or its assignee shall be ready, willing and able to perform in accordance with the terms of the offer specified by the Unit Owner's notice. The Unit Owner shall either accept the Association's or its assignee's offer or withdraw the Unit from sale, rent or lease. Failure of the Board of Directors to respond to the Unit Owner's notice within the fifteen (15) day period shall constitute the unqualified consent of the Board of Directors to the transaction specified in the Unit Owner's notice.

4. Exclusion. This Article shall be inapplicable to any and all Units owned by an Institutional Mortgagee and any and all Units owned by the Sponsor. Said owners shall have the unqualified right to sell, lease or rent all Units owned by them without the prior written consent of the Board of Directors of the Association, notwithstanding the foregoing provisions. Provided, however, that in all other respects, such transaction shall be subject to and in conformity with the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association, and the provisions of the Condominium Act.

5. Partition, Separation of Common Elements. Notwithstanding any other provision of this Declaration, the Articles of Incorporation or By-Laws of the Association, the share in the Common Elements appurtenant to any Unit shall not be separated from the Unit, nor shall such share be conveyed or encumbered except together with the Unit.

25. Delete Article VIII, Section H of the Declaration appearing at page 11 thereof (recorded in Official Record Book 5902, Page 275), and insert a new Article to read as follows:

XV

SPONSOR'S PRIVILEGES

In addition to the provisions of Articles XI and XIV of this Declaration the Sponsor shall have the right, free of any restraint by the Unit Owners or the Association, to transact any business necessary to consummate sales of Units, including but not limited to the right to maintain a sales office, model units, to display signs and to employ personnel to sell any or all of Sponsor's Units. Sales office signs and all items pertaining to sales shall not be considered Common Elements, but shall be the property of the Sponsor.

So long as Sponsor holds Units for sale in the ordinary course of business, Sponsor shall not be subject to any restriction or any other action by the Association which would be detrimental to the sales of Units by the Sponsor.

26. Insert a new Article XVI to the Declaration, to read as follows:

XVI

ADDITIONAL RIGHTS OF INSTITUTIONAL MORTGAGEES

In addition to any rights provided elsewhere in this Declaration, any Institutional Mortgagee who makes a request in writing to the Association for the items provided in this paragraph shall have the following rights:

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1. Annual Financial Statements of Association. To be furnished with at least one copy of the annual financial statement and report of the Association, prepared by an independent accountant designated by the Association, including a detailed statement of annual carrying charges, or income collected, and operating expenses; such financial statement and report to be furnished within a reasonable period of time following the end of each fiscal year.

2. Notice of Meetings. To be given written notice by the Association of the call of a meeting of the Unit Owners to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or to the Articles of Incorporation or By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

3. Notice of Defaults. To be given written notice of any default by any owner of a Unit encumbered by a mortgage held by such Institutional Mortgagee in the performance of such mortgagor's obligations under the Declaration, Articles, By-Laws or Regulations which is not cured within thirty (30) days. Such notice shall be given in writing and shall be sent to the principal office of such Institutional Mortgagee, or to the place which it or they may designate in writing to the Association from time to time.

4. Insurance Endorsements. To be given an endorsement of the policies covering the Common Elements and Limited Common Elements requiring that such Institutional Mortgagee be given any notice of cancellation provided for in such policy.

5. Examine Books and Records. Upon reasonable notice, to examine the books and records of the Association during normal business hours.

27. Delete Article VIII, Sections I and J of the Declaration appearing at Pages 11-16 thereof (recorded in Official Record Book 5902, Pages 275-280), and insert two new Articles to read as follows:

XVII

INSURANCE

Insurance, other than title insurance, which shall be carried upon the condominium property and the property of the Unit Owners shall be covered by the following provisions:

1. Authority of Association to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in case of insurance covering damage to the apartment buildings and appurtenances, also for the benefit of Unit Owners and their mortgagees as their interests may appear. The Association shall have the duty to insure all of the Common Elements and Limited Common Elements of the Condominium, and in addition to said duty

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shall have the authority, but not the duty, to insure all improvements and fixtures originally constructed and installed by the Sponsor in the buildings, whether or not such improvements and fixtures are a part of a Unit, the Common Elements or the Limited Common Elements. Provisions shall be made for the issuance of certificates of mortgagee policies and endorsements thereon shall be deposited with the Association or an Insurance Trustee, if the Association elects to designate an Insurance Trustee.

2. Authority of Individual Unit Owners to Purchase and Sponsor's Recommendation. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon any individual Unit or upon personal liability, personal property or living expenses of any Unit Owner, but the Unit Owner may obtain such insurance at his own expense; provided, that such insurance may not be of a nature to affect policies purchased by the Association. Unit Owners shall furnish the Association or Insurance Trustee with copies of all insurance policies obtained by them.

A Unit Owner (including the holder of any mortgage on any Unit) may obtain additional insurance (including a "Condominium Unit Owner's Endorsement" for improvements and betterments to the Condominium Unit made or acquired at the expense of the owner) at his own expense. Such insurance shall either be written by the same carrier as that purchased by the Association pursuant to this Article or it shall provide that it shall be without contribution as against the same. The Sponsor recommends that each owner of a Condominium Unit in the project obtain, in addition to the insurance hereinabove provided to be obtained by the Association, a "Tenant's Homeowners Policy" or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Condominium Unit, additional living expense, plate glass damage, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "Condominium Unit Owner's Endorsement" covering losses to improvements and betterments to the Condominium Unit made or acquired at the expense of the owner.

3. Coverage. The following insurance coverage shall be maintained by the Association while the Condominium is in existence:

(a) Casualty. All buildings and improvements upon the land (with an endorsement, if reasonably available, to include all improvements and fixtures and all personal property included in the Common Elements as originally constructed and installed by the Sponsor) shall be insured in an amount equal to the maximum insurable replacement value, less appropriate deductible amounts and excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

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(1) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief, and flood insurance, if applicable.

(b) Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner, and also with waiver of the insurer's right of subrogation, if reasonably available.

(c) Workmen's Compensation Policy. To meet the requirements of law.

(d) Other. The Association may, at its option, purchase and maintain in force at all times demolition insurance in adequate amounts to cover demolition in the event of destruction and the decision not to rebuild. The premium therefor shall be paid for out of the assessments levied against all the Unit Owners in accordance with this Declaration. Such policy, if purchased, shall contain a determinable demolition clause, or similar clause, to allow for coverage of the cost of demolition in the event of destruction and decision not to rebuild. The Association may also purchase and maintain fidelity bonds, insurance on commonly owned personal property, and such other insurance as it may deem necessary, the premiums thereon to be paid for out of the assessments levied against all of the Unit Owners in accordance with the provisions of this Declaration.

4. Premiums. Premiums for insurance required or elected to be maintained by the Association shall be a Common Expense. Premiums shall be paid by the Association.

5. Insurance Trustee. If a majority of the Board of Directors so elects in writing, which writing shall be furnished to all Unit Owners by its being posted in a conspicuous place, all proceeds of insurance policies purchased by or on behalf of the Association shall be paid to an Insurance Trustee, being an institution possessing trust powers, as may from time to time be approved by the Board of Directors of the Association, which trustee is herein referred to as the "Insurance Trustee." The duty of the Insurance Trustee shall be to receive such proceeds as are paid, to hold the same in trust and to disburse the same for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees in the shares set forth in paragraph 6 below but which shares need not be set forth on the records of the Insurance Trustee.

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6. Share of Proceeds. All insurance policies purchased by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid either to the Association or, if designated, an Insurance Trustee, for distribution as set forth in this paragraph and paragraph 7 of this Article. The proceeds shall be distributed in the following shares:

(a) Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner of the condominium, such share being the same as the share of the Common Elements of such Unit Owner set forth in Article IV of this Declaration.

(b) Units. Proceeds on account of damage to Units shall be held for the following owners and in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged Units in each building, in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the building is not to be restored - for the Owners of Units in each building, in undivided shares being the same as their respective shares of the Common Elements set forth in Article IV of this Declaration.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to 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 except as provided in Article XVIII, paragraph 1(b) (1) and (2).

7. Distribution of Proceeds. Proceeds of insurance policies received by the Association or the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expenses of Trustee. If, but only if an Insurance Trustee has been designated, all expenses of the Insurance Trustee shall be first paid or provisions shall be made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or the improvements reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided.

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Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined, in the manner elsewhere provided, that the proceeds shall not be used for the reconstruction or repair of the condominium property, the remaining proceeds shall be distributed 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 such mortgagee.

(d) Certificate. If an Insurance Trustee is designated, the Insurance Trustee, in making distribution to Unit Owners and their mortgagees, may rely upon a certificate of the Association made by its President and Secretary or by the Association's managing agent as to the names of Unit Owners and their respective shares of the distribution. If an Insurance Trustee is not designated, the Board of Directors of the Association or any person making a distribution as set forth above may rely upon such a certificate.

XVIII

RECONSTRUCTION OR REPAIR AFTER CASUALTY

1. Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements. If the damaged improvement is a Common Element, the same shall be reconstructed or repaired unless the damages to the building containing such Common Element extend to the Unit, in which case the provisions of paragraph 1(b) below shall apply.

(b) Building.

(1) Partial Destruction. If the damaged improvement is a dwelling building and less than ninety (90%) per cent of the amount of insurance applicable to such building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless seventy-five (75%) per cent of the owners and seventy-five (75%) per cent of the Institutional Mortgagees holding first mortgages upon Units contained within such building shall within sixty (60) days after casualty agree in writing that the same shall not be reconstructed or repaired.

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(2) Total Destruction. If the damaged improvement is a dwelling building and ninety (90%) per cent or more of the amount of casualty insurance applicable to such building is forthcoming by reason of such casualty, the building shall not be reconstructed or repaired unless seventy-five (75%) per cent of the owners and all Institutional Mortgagees holding first mortgages upon Units contained within such building shall, within sixty (60) days after casualty, agree in writing that the same shall be reconstructed or repaired.

(c) Certificate. If an Insurance Trustee is designated, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary, or made by its managing agent to determine whether or not the Unit Owners, where so provided, have made a decision whether or not to reconstruct or repair. If an Insurance Trustee is not designated, the Board of Directors of the Association or any person making a distribution as set forth above may rely upon such a certificate.

2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association and, in addition, if the damaged property is a dwelling building, by the owners of all damaged Units therein, which approvals shall not be unreasonably withheld.

3. Responsibility. If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of Unit Owners, then the Unit Owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

4. Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild, prior to the commencement of reconstruction and repair.

5. Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the Unit Owners who own the damaged Units, and against all Unit Owners in a damaged dwelling building in the case of damage to Common Elements in a dwelling building, and against all Unit Owners in the case of damage to Common

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Elements not within a dwelling building, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the owner's share in the Common Elements or to the ratio of the owner's share in the Common Elements to all of the affected owner's shares in the Common Elements if damage to Units occurs in only some dwelling buildings in which Units are located.

6. Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Association or the designated Insurance Trustee and funds collected by the Association from assessments against Unit Owners shall be disbursed in payment of such costs in the following manner:

(a) Association. If the assessments made by the Association in order to provide funds for the payment of reconstruction and repair costs which are the responsibility of the Association total more than \$10,000.00, and an Insurance Trustee has been designated, then these sums shall be deposited by the Association with the Insurance Trustee to be disbursed as set forth in paragraph 6(b) below. In all other cases the Association shall hold these sums and shall disburse the same in payment of the costs of reconstruction and repair in the manner approved by the Board of Directors of the Association.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums collected from the Unit Owners in connection with assessments against Unit Owners on account of such casualty shall constitute a construction fund. If the construction fund has been deposited with a designated Insurance Trustee, the Insurance Trustee shall disburse the construction fund in payment of the costs of reconstruction and repair in the following manner:

(1) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, who shall use such proceeds to repair the Unit.

(2) Association, Lesser Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

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(3) Association, Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of such costs given to the Board of Directors by an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; provided, however, that those sums distributed to a beneficial owner which are not in excess of those sums assessed to and paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums assessed to and paid by Unit Owners shall be deposited by the Association with the Insurance Trustee, nor to determine whether any disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or the Association's managing agent as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when required by the Association, or a mortgagee who is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, the approval of an architect named by the Association shall be first obtained by the Association before any disbursements from the construction fund shall be paid.

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28. Insert a new Article XIX to the Declaration to read as follows:

XIX

COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act:

1. Enforcement. The Association is hereby empowered to enforce this Declaration, the Articles of Incorporation, the By-Laws and Rules and Regulations of the Association by such means as are provided by the laws of the State of Florida and as set forth from time to time in the By-Laws.

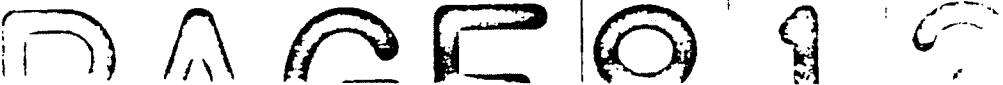
2. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit, or of the Common Elements or of the Limited Common Elements.

3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

4. No Waiver of Rights. The failure of the Sponsor, or the Association, or any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

29. Delete Article VIII, Section N of the Declaration appearing at page 17 thereof (recorded in Official Record Book 5902, Page 281), and insert a new Article to read as follows:

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XX

TERMINATION

The Condominium may be terminated in the following manner:

1. Agreement. The Condominium may be terminated at any time by approval, in writing, of all of the owners of the Condominium and by all record owners of mortgages upon Units therein.

2. Total Destruction of the Apartment Buildings. If all of the apartment buildings as a result of common casualty, are damaged within the meaning of Article XVIII, paragraph 1(b) (2) and it is decided as therein provided that such buildings shall not be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement. If such termination occurs, the owners of the Units shall thereupon be the owners, as tenants in common, of the condominium property and the assets of the Association. The shares of such tenants in common shall be as set forth in Article IV of this Declaration.

3. General Provisions. Upon termination of the Condominium, the mortgagee and lienor of a Unit Owner affected by such termination shall have a mortgage and lien solely and exclusively upon the undivided share of such Unit Owner's tenancy in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the public records of Broward County, Florida.

4. Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all Institutional Mortgagees.

30. Delete Article VIII, Sections L, M, O and P of the Declaration appearing at pages 16-18 thereof (recorded in Official Record Book 5902, Pages 280-282), and insert a new Article to read as follows:

XXI

MISCELLANEOUS

1. Notice to Association. Each Unit Owner shall give notice promptly, in writing, to the Association of the name and address of any Institutional Mortgagee, and the responsible individual acting for or on behalf of the Institutional Mortgagee, holding any secured interest in his Unit and shall likewise notify the Association of any substitutions, deletions or changes in the above.

2. Covenants Running with the Land. All provisions of this Declaration of Condominium and all exhibits hereto shall be construed to be covenants running with the land and with every part thereof and interest therein. All persons and entities having any claim affecting the property, including but not limited to every Unit Owner and claimant of the property or any part thereof or interest therein, and their respective heirs, executors, administrators, successors and assigns shall be bound hereby.

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3. Severability. If any covenant, restriction, paragraph, subparagraph, clause, phrase, word or other provision of this Declaration, or of the By-Laws, Articles of Incorporation, Rules and Regulations of the Association or any exhibit attached hereto is held to be invalid, the validity of the remaining portions thereof shall not be affected thereby.

4. Headings. Article and Paragraph headings inserted throughout this Declaration are intended only as a matter of convenience and for reference, and shall in no way define, limit or in any way affect the construction or interpretation of this Declaration.

31. Exhibit 1 to the Declaration, being the By-Laws of Stirling West Condominium, Inc. (the "By-Laws"), is hereby amended to delete the words "Stirling West," and Stirling West Condominium, Inc.," wherever they may appear, and to substitute in their place the words "Countryside," and "Country-side Condominium Association, Inc.," respectively.

32. Amend Article I, Section 1 of the By-Laws appearing at page 1 thereof (recorded in Official Record Book 5902, Page 283), to read as follows:

SECTION 1. THE NAME: The name of the corporation shall be ~~STIRLING WEST CONDOMINIUM, INC.~~ COUNTRYSIDE CONDOMINIUM ASSOCIATION, INC., herein referred to as the "Association."

33. Amend Article I, Section 2 of the By-Laws appearing at page 1 thereof (recorded in Official Record Book 5902, Page 283), to delete the word "corporation" and to insert in its place the word "Association" said Article to read as follows:

SECTION 2. PRINCIPAL OFFICE: The principal office of the ~~corporation~~ Association shall be at 7610 Stirling Road, Hollywood, Florida, or at such other place as may be subsequently designated by the Board of Directors.

34. Delete Article I, Section 3 of the By-Laws appearing at page 1 thereof (recorded in Official Record Book 5902, Page 283) which Article reads as follows:

~~SECTION 3. -- DEFINITION AND PURPOSE: For the purposes herein after stated the term "Corporation" shall be equivalent to the term "Association" as is defined in the Declaration of Restrictions and further defined in Section 711 et seq., more commonly known as the Condominium Act of the State of Florida.~~

35. Insert two new sections to Article I of the By-Laws to read as follows:

SECTION 3. FISCAL YEAR: The fiscal year of the Association shall be the calendar year.

SECTION 4. SEAL: The seal of the corporation Association shall bear the name of the corporation Association, the word "Florida," the words "corporation not for profit" and the year of incorporation.

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36. Amend Article II, Section 1 of the By-Laws appearing at page 1 thereof (recorded in Official Record Book 5902, Page 283), to read as follows:

**SECTION 1. NUMBER AND TERM:** The number of Directors which shall constitute the whole board shall not be less than three (3) nor more than seven (7). Within the limits above specified, the number of Directors shall be determined by the members at the annual meeting. The Directors shall be elected at the annual meeting of the members by a majority vote of those members present and entitled to vote, and each Director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify. ~~provided, however, that until the developer of the condominium has completed all of the contemplated improvements and closed the sale of at least sixty (60%) per cent of the apartment units of the condominium, or until the developer elects to terminate its control of the condominium, whichever occurs first, the first directors of the association shall serve and in the event of vacancies, the remaining directors shall fill the vacancies and if there are no remaining directors the vacancies shall be filled by the developer.~~

37. Amend Article II, Section 2 of the By-Laws appearing at Page 1 thereof (recorded in Official Record Book 5902, Page 283), to read as follows:

**SECTION 2. VACANCY AND REPLACEMENT:** If the office of any Director ~~or Directors~~ becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or ~~through for other means reasons~~, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

38. Amend Article II, Section 3 of the By-Laws appearing at page 1 thereof (recorded in Official Record Book 5902, Page 283), to read as follows:

**SECTION 3. REMOVAL:** Directors may be removed for cause by an affirmative vote of a majority of the members. No Director shall continue to serve on the board if, during his term of office, his membership ~~by reason of his Certificate of Beneficial Interest in the corporation~~ shall be terminated for any reason whatsoever.

39. Delete Article II, Section 4 of the By-Laws appearing at page 2 thereof (recorded in Official Record Book 5902, Page 284) which Article reads as follows:

~~SECTION 4. FIRST BOARD OF DIRECTORS - The First Board of Directors shall consist of:~~

<u>Name</u>	<u>Residence</u>
BRAUBIO-ABVARER	550 Ocean Drive Apt. 7-D Miami, Florida
RAFAEL-S-RODRIGUES	3010-S-W-98th Avenue Miami, Florida
NESTOR-MORALES	2279-S-W-22nd Street Miami, Florida

~~who shall hold office and exercise all powers of the Board of Directors until the first membership meeting or until their~~

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~~successors shall be elected.~~

40. Amend and renumber Article II, Section 5 of the By-Laws appearing at Pages 2 and 3 thereof (recorded in Official Record Book 5902, Pages 284 and 285), to read as follows:

SECTION 4. 5 POWERS:

A. The property and business of the ~~corporation~~ Association shall be managed by the Board of Directors, which may exercise all such powers of the ~~corporation~~ Association and ~~do all such lawful acts and things required by the business of this condominium as are not by statute or by the Certificate of Incorporation, the Enabling Declaration, or by these Restrictions and By-laws, directed or required to be exercised or done by the members, as set forth in the Articles of Incorporation, these By-Laws and the recorded Declaration of Condominium.~~ These powers shall specifically include but not be limited to the following:

(1) To levy monthly assessments payable in advance. By a majority vote, the Board of Directors may increase the monthly assessments or vote any special assessment in excess of that amount if required to meet any necessary additional expenses;

(2) To use and expend the assessments collected to maintain, care for and preserve the exterior of the units and condominium property, other than those portions thereof which are required to be maintained, cared for and preserved by the individual unit owners;

(3) To pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance care and preservation;

(4) To enter into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, ~~Each owner of a condominium unit grants a perpetual easement to the existing condominium association or its duly authorized agents to enter his condominium unit at any reasonable time for at any unreasonable time as the necessities of the situation should so require for the above said repairs, care and preservation!~~

(5) To repair and replace common facilities, machinery, equipment and other things;

(6) To insure and keep insured the said dwelling buildings and improvements on the property ~~and the owners against public liability and such other insurance as the Board of Directors may deem advisable~~ in such manner as set forth in the Declaration. Such insurance may be taken out by the Board of Directors, in the name of the ~~condominium corporation~~ Association for the benefit of all the owners;

(7) To collect delinquent assessments by legal action or otherwise, to abate nuisances and to enjoin or seek damages from the unit owners of the property for violation of these By-Laws or any of the governing rules;

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(8) To promulgate a schedule of, and levy late charges or penalties in connection with delinquent assessments;

(9) ~~(8)~~ To employ such employees as are necessary to purchase supplies and equipment, to enter into contracts, and generally to have the powers of an apartment house manager and/or owner in connection with the matters hereinbefore set forth;

(10) ~~(9)~~ To make reasonable rules and to amend same from time to time; such rules and amendments shall be binding upon the owners after approval by approved same the Board;

(11) To assign to unit owners the exclusive right to use one or more parking spaces designated as a part of the Common Elements of the condominium.

41. Amend and renumber Article II, Section 6 of the By-Laws appearing at page 3 thereof (recorded in Official Record Book 5902, Page 285), to read as follows:

SECTION 6 5. COMPENSATION:

The officers of this Association shall serve without compensation unless compensation is approved by a majority of the unit owners other than the Sponsor.

42. Amend and renumber Article II, Section 7 of the By-Laws appearing at Page 3 thereof (recorded in Official Record Book 5902, Page 295), to read as follows:

SECTION 7 6. MEETINGS:

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general member's meeting, and immediately after the adjournment of same.

B. Regular meetings of the Board may be held monthly, without-notice with notice posted at least 48 hours in advance of such meetings, at a designated time and place.

C. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telephone or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

D. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present.

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43. Renumber Article II, Section 8 of the By-Laws appearing at page 3 thereof (recorded in Official Record Book 5902, Page 285), to read as follows:

SECTION 8 7. ORDER OF BUSINESS: The order of business at all meetings of the Board shall be as follows:

- A. Rollcall;
- B. Reading of Minutes of last meeting;
- C. Consideration of communications;
- D. Resignations and elections;
- E. Reports of officers and employees;
- F. Reports of committees;
- G. Old business;
- H. Original resolutions and new business;
- I. Adjournment.

44. Delete Article II, Section 9 of the By-Laws appearing at page 3 thereof (recorded in Official Record Book 5902, Page 285) which reads as follows:

~~SECTION 9. -- ANNUAL STATEMENT. -- The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the corporation, including a report of the operating expenses of the corporation and the corporation and the assessments paid by each member.~~

45. Amend Article III of the By-Laws appearing at pages 3 and 4 thereof (recorded in Official Record Book 5902, Pages 285 and 286), to read as follows:

#### ARTICLE III

##### OFFICERS

SECTION 1. ELECTIVE OFFICERS: The officers of the corporation Association shall be chosen by the Directors and shall be a President, Vice-President, Treasurer and Secretary.

SECTION 2. ELECTION: The Board of Directors, at its first meeting after each annual meeting of ~~general~~ all members, shall elect a President, a Vice-President, a Treasurer and a Secretary, none of whom, excepting the President, need be a member of the Board.

SECTION 3. APPOINTIVE OFFICERS: The Board may appoint such other officers as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

SECTION 4. TERM: The Officers of the corporation Association shall hold office until their successors are chosen and qualify in their stead. Any Officer elected or appointed by the Board of Directors may be removed at any time by a majority vote of the whole Board of Directors. If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by a majority vote of the Board of Directors.

SECTION 5. THE PRESIDENT: The President shall preside at all meetings of the members and Directors,

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shall be ex officio member of all standing committees, shall exercise general and active management of the business of the corporation Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation Association and attested by the Secretary, except where the same are required or permitted by law to be otherwise signed.

SECTION 6. THE VICE-PRESIDENT: The Vice-President shall perform all duties of the President in his absence and such duties as may be entrusted to him by the Board of Directors.

SECTION 6. 7. THE SECRETARY: The Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the Minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors or the President. He shall keep the seal of the corporation Association, and when authorized by the Board, affix the same to any instrument requiring it, and, when so affixed, it shall be attested by his signature.

SECTION 7. 8. THE TREASURER:

A. The Treasurer shall have the custody of the corporation Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation Association, and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation Association in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation Association as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the corporation Association.

C. He may be required to give the corporation Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office. The cost of the premium of any bond required herein shall be paid for by the condominium Association.

D. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

SECTION 9. INDEMNIFICATION AND INSURANCE OF DIRECTORS AND OFFICERS: Every Director and every officer 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 to which he may be a party or in which he may become involved by reason of his being or having been a Director

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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 wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of these duties. 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. The Board of Directors may, and shall, if reasonably available, purchase liability insurance to insure all directors, officers or agents, past and present against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the unit owners as a part of the common expenses.

46. Amend Article IV, Section 1 of the By-Laws appearing at Page 4 thereof (recorded in Official Record Book 5902, Page 286), to read as follows:

SECTION 1. DEFINITION: Membership in the Association shall be limited to record owners of the Condominium units. Certificates of Beneficial interest issued by the corporation--A separate Certificate of Beneficial interest shall be issued for each condominium unit and each Certificate shall constitute one (1) membership.

47. Delete Article IV, Section 2 of the By-Laws appearing at Page 5 thereof (recorded in Official Record Book 5902, Page 287) which Section reads as follows:

SECTION 2. VOTING RIGHTS: The Owner of a Certificate of Beneficial interest in the corporation shall be entitled to cast one (1) vote at all meetings of the member of the Association, except as otherwise provided in the Declaration.

48. Amend Article IV of the By-Laws appearing at Pages 4 and 5 thereof (recorded in Official Record Book 5902, Pages 286 and 287), to insert new sections to read as follows:

SECTION 2. CHANGE OF MEMBERSHIP: 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 a record title to a unit in the condominium and delivering to the Association a copy of such instrument. The owner designated by such instrument shall thereby become a member of the Association and the membership of the prior owner shall thereby be terminated.

SECTION 3. VOTING RIGHTS: The owner of each unit shall be entitled to one vote for each unit owned, notwithstanding the percentage share of common elements appurtenant to his unit or units, as a member of the Association, and the manner of exercising such voting rights shall be determined by these By-Laws. The term "majority" as used in these By-Laws and other condominium instruments in reference to voting by unit owners, Association members, and the Board of Directors, means more than fifty (50%) percent.

SECTION 4. DESIGNATION OF VOTING REPRESENTATIVE: If a condominium unit is owned by one person, his right to vote shall be established by the record title to his unit. If a condominium unit is owned by more than one

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person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change occurs in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a condominium unit may be revoked by any owner thereof.

SECTION 5. APPROVAL OR DISAPPROVAL OF MATTERS: Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner at an Association meeting, unless the joinder of all record owners is specifically required by the Declaration or these By-Laws.

SECTION 6. RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS: The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

49. Amend Article V, Section 1 of the By-Laws appearing at Page 5 thereof (recorded in Official Record Book 5902, Page 287), to read as follows:

SECTION 1. PLACE: All meetings of the corporation Association membership shall be held at the office of the corporation Association or may-be-held at such place and time as shall be stated in the notice thereof.

50. Amend Article V, Section 2 of the By-Laws appearing at Page 5 thereof (recorded in Official Record Book 5902, Page 287), to read as follows:

SECTION 2. ANNUAL MEETINGS:

A. The first annual meeting of members shall be held on the-----of each year, if not a legal holiday, and if a legal holiday, then on the next secular day following, as set forth in the Articles of Incorporation.

Or--All-annual-meetings-shall-be-held-at-the-hour-of

B. At the annual meeting, the members present in person or by proxy shall elect by a plurality ~~(cumulative-voting-prohibited)~~ of votes cast, a Board of Directors and transact such other business as may properly be brought before the meeting.

C. Written Notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation at least ten (10) days prior to the meeting, given to each unit owner and shall be posted in a conspicuous place on the condominium property at least 14 days prior to the annual meeting. Unless unit owner waives in writing the right to receive notice of the annual meeting by certified mail, the notice of the annual meeting shall be sent by certified mail to each unit owner.

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51. Delete Article V, Section 3 of the By-Laws appearing at Page 5 thereof (recorded in Official Record Book 5902, Page 287) which section reads as follows:

~~SECTION 3. MEMBERSHIP LIST. At least ten (10) days before every election of Directors, a complete list of the members entitled to vote at said election, arranged numerically by apartment units, with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the offices of the corporation, and shall be open to examination by any member throughout such time.~~

52. Amend and renumber Article V, Section 4 of the By-Laws appearing at Page 5 thereof (recorded in Official Record Book 5902, Page 287), to read as follows:

SECTION 4. 3. SPECIAL MEETINGS:

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the ~~Certificate~~ Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of five (5) members. 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 served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the ~~corporation~~ Association, at least five (5) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

53. Amend and renumber Article V, Section 5 of the By-Laws appearing at Pages 5 and 6 thereof (recorded in Official Record Book 5902, Pages 287 and 288), to read as follows:

SECTION 5. 4. QUORUM: ~~Fifty-one (51) per cent~~ A majority of the total number of the votes of the members of the Association ~~corporation~~ present in person or represented by written proxy 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 the ~~statute~~ Condominium Act, by the ~~Certificate~~ Articles of Incorporation 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 prior 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.

54. Amend and renumber Article V, Sections 6, 7, 8 and 9 of the By-Laws appearing at Page 6 thereof (recorded in Official Record Book 5902, Page 288), to read as follows:

SECTION 6. 5. VOTE REQUIRED TO TRANSACT BUSINESS: When a quorum is present at any meeting, the vote of a majority of the members present, in person or represented by written proxy at such meeting, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the ~~statute~~ Condominium Act or

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of the Certificate Articles of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

SECTION 7+ 6. RIGHT TO VOTE: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

SECTION 8+ 7. WAIVER AND CONSENT: Whenever the vote of members at a meeting is required or permitted by any provision of the statutes Condominium Act or of the Certificate Articles of Incorporation or of the By-Laws to be taken in connection with any action of the corporation Association, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such action being taken.

SECTION 9+ 8. RULES OF PROCEDURE: All meetings shall be conducted in accordance with Roberts Rules of Order (latest edition) when said Rules are not in conflict with the Articles of Incorporation and By-Laws of the corporation Association or with the Statutes of the State of Florida.

55. Amend Article VI, of the By-Laws appearing at Page 6 thereof (recorded in Official Record Book 5902, Page 288) to read as follows:

~~SECTION 1+ 1. DEFINITIONS: Whenever, under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any Director or member, it shall be construed to mean personal notice but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a post-paid sealed wrapper, addressed to such Director or member at such address as appears on the books of the corporation.~~

SECTION 2+ 1. SERVICE OF NOTICE - WAIVER: Whenever any notice is required to be given under the provision of the statutes Condominium Act or the Certificate Articles of Incorporation, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

56. Amend Article VII of the By-Laws appearing at Pages 6 and 7 thereof (recorded in Official Record Book 5902, Pages 288 and 289), to read as follows:

SECTION 1. FISCAL YEAR: The fiscal year of the Association shall begin the first day of January in each year.

SECTION 2. CHECKS: All checks or demands for money and notes of the corporation Association shall be signed by any two of the following officers: President, Vice President, Secretary, or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

~~SECTION 3. ASSESSMENTS: The Board of Directors of the corporation shall from time to time fix and determine the sum or sums necessary for the common expenses of the condominium property. Common expenses shall include the operational items such as insurance, repairs, maintenance and other operating expenses. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium~~

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units in accordance with the percentage each is required to pay, as set forth in Article IV-B of the Declaration of Condominium. Said assessments shall be payable monthly in installments in advance as ordered by the Board of Directors. Special assessments, if required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees promptly to pay when due the monthly and all special assessments assessed against his own condominium unit. No member shall be personally liable for any debts of the condominium corporation.

SECTION 3. ACCOUNTS: The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves.

(b) Reserves. The following reserves may be established in the discretion of the Board of Directors. Any or no amount may be budgeted for said reserve, in the sole discretion of the Board of Directors.

(1) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(2) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(3) Betterments. Reserve to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

SECTION 4. BUDGET: The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and may provide funds for the foregoing reserves.

(a) A copy of a proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The unit owners shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any fiscal year exceeding 115% of such assessments for the preceding year, upon written application of ten (10%) percent of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget. The revision of the budget shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Directors may, notwithstanding the foregoing, propose a budget to the unit owners at a meeting of members or in writing and if such budget or proposed budget be

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approved by the unit owners at the meeting, or by a majority of their whole number in writing without a meeting, such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded from the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis. There shall also be excluded from such computation, assessments for betterments to the condominium property or assessments for betterments to be imposed by the Board of Directors. Provided, however, that so long as the Sponsor is in control of the Board of Directors, the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the votes of all unit owners.

SECTION 5. EXCESS ASSESSMENTS IN FISCAL YEAR: Recognizing that it is extremely difficult to adopt a budget for each calendar year that exactly coincides with the actual expenses during that year, the Board of Directors shall report to the unit owners the amount by which assessments for the preceding fiscal year to date have exceeded the expenditures of the Association. Such excess shall be applied automatically against the following year's assessments, unless the unit owners, by a vote of seventy-five percent (75%) of those present and voting, vote to return the excess to the unit owners in the same percentages as the percentage of ownership of the common elements appurtenant to each unit.

SECTION 6. ASSESSMENTS: Assessments against the unit owners for their shares of the items of the budget shall be made in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in the appropriate equal periodic payments as determined by the Board of Directors, one of which shall come due on the first day of each appropriate period of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and periodic payments thereon shall be due upon the first day of each period until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the period next succeeding the period in which such amended assessment is made or as otherwise provided by the Board of Directors. The first assessment shall be determined by the Board of Directors of the Association.

SECTION 7. LATE CHARGES. In addition to any other method provided by these By-Laws or the recorded Declaration, any assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof, which is not paid within ten (10) days after it is due, may be subject to late

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charges or penalties or both set by the Board of Directors. Such late charges or penalties shall be a part of the assessment against a unit and shall be enforceable as provided for the enforcement of delinquent assessments if not paid within a reasonable time as set by the Board of Directors.

SECTION 8. ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT: If unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than the day after delivery of the notice to the unit owner, or if such notice be by registered or certified mail, not less than three (3) days after the mailing, whichever shall first occur.

SECTION 9. DEPOSITORY: The depository of the Association will be such banks or savings and loan associations as shall be designated from time to time by the Directors and in which the withdrawal of moneys from such accounts shall be only by checks signed by such persons as authorized by the Directors. Provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

SECTION 10. AUDIT: An audit of the accounts of the Association shall be made annually by an independent accountant, and a copy of the audit report shall be furnished to each member within a reasonable period of time following the end of the year for which the audit is made.

SECTION 11. FIDELITY BONDS: Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

57. Delete Article VIII and Article IX of the By-Laws appearing at Page 7 thereof (recorded in Official Record Book 5902, Page 289) which Articles read as follows:

ARTICLE-VIII

SEAL

SECTION-17--The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Non-Profit". Said seal may be used in accordance with the directions of the Board of Directors.

ARTICLE-IX

CERTIFICATE OF OWNERSHIP  
and  
LIMITATIONS THEREON

SECTION-17--FORM--The first Board of Directors shall adopt a standard form of "Certificate of Beneficial Interest" to be issued by the association to its members, and thereafter such form shall not be changed, altered or amended.

SECTION-27--TRANSFER--The primary object of the association is to operate and maintain its property on a mutual and cooperative basis for the housing need of its members, to the fullest degree

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~~all equity rights are deemed transferable either absolutely or by way of pledge. The right of transferability is absolute in and to the unit owner subject to the control of the Board of Directors of the Association or the association itself. The method of transfer of unit ownership is more fully described in the Declaration of Condominium.~~

~~SECTION 3. LEASING AND SUBLEASING. The right to lease or sublease any of the unit in the condominium property is only subject to the rules and regulations in effect and said lessees or sublessees shall be bound by the rules and regulations in effect during the period of their tenancy.~~

58. Amend and renumber Article X of the By-Laws appearing at Pages 7 and 8 thereof (recorded in Official Record Book 5902, Pages 289 and 290), to read as follows:

#### ARTICLE X VIII

##### HOUSE RULES

In addition to other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the Condominium and units located therein, and the conduct of all residents thereof.

~~A. All condominium units shall be used for residential purposes only for the owners thereof and for their immediate families. They may not be used for any business or commercial use whatsoever.~~

~~B. Condominium unit owners shall not use or permit the use of the premises in any manner which would be disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of said Condominium.~~

~~C. Any condominium unit may be inhabited by as many persons as its owner desires so long as it is consistent with existing law, these restrictions and does not constitute a nuisance.~~

~~D. No pets shall be permitted in any condominium unit or on any property of this condominium unless the approval of a majority of the Board of Directors, in writing, is first obtained.~~

~~E. Common walks and/or areas shall not be obstructed, littered, defaced, or misused in any manner.~~

~~F. No structural changes or alterations shall be made in any condominium unit except upon the approval of the Board of Directors.~~

~~G. Condominium unit owners shall be liable for any damage to the interiors of same and/or property of the Condominium Association which shall be caused by said owner or such other persons for whose conduct the owner is legally responsible.~~

~~H. No signs shall be displayed in, on or upon any portion of said building by any occupant thereof.~~

~~I. Use of the common areas will be in such a manner as to respect the rights of other unit owners and will be controlled by regulations to be issued from time to time. The regulations will be reasonable and intended to enhance the enjoyment of the premises by the unit owners.~~

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~~J.---No radio or television antennas or any wiring for any purpose may be installed on the exterior of a building without the written consent of the Board of Directors.~~

~~K.---The terraces, walkways and exterior stairways shall be used only for the purposes intended, and shall not be used for hanging garments or other objects or for cleaning of rugs or other household items.~~

~~L.---No structural changes or alterations shall be made in any unit, except upon approval of the Board of Directors.~~

A. No noxious or offensive trade or activity shall be carried on within the project or within any unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners. No nuisances shall be permitted within the condominium project, and no use or practice shall be permitted which is or becomes a source of annoyance to the unit owners or which interferes with the peaceful use and possession thereof by the unit owners.

B. There shall be no obstruction of the Common Elements. Nothing shall be stored upon the Common Elements (excepting those areas designated for storage of personal property by the unit owners), or within or upon any parking area (except for motor vehicles), without the approval of the Board of Directors. Vehicular parking upon the Common Elements may be regulated by the Board of Directors.

C. Nothing shall be done or maintained in any unit or upon the Common Elements which will increase the rate of insurance on any unit or on the Common Elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any unit which would be in violation of any law. No waste shall be committed upon the Common Elements.

D. No structural alteration, construction, addition or removal of any unit or all or any portion of the Common Elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.

E. The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon the Common Elements, except that this shall not prohibit the keeping of one small orderly dog or one cat and/or caged birds as domestic pets when authorized in writing by the Board of Directors provided that they are not kept or maintained for commercial or breeding purposes. Pets shall not be permitted upon the common areas of the condominium property unless accompanied by an adult and unless they are carried or leashed. Any member who keeps or maintains any pet upon any portion of the condominium property shall be deemed to have indemnified and agreed to hold the Association and each of its members free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium project. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises, or to charge such person for any extraordinary costs of maintaining the Common Elements caused by the presence of

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the pet. The payment and collection of this charge shall be in accordance with the terms providing for payment and collection of assessments in these By-Laws, the Declaration of Condominium and the Condominium Act, including, without limitation, the right reserved to the Board of Directors to accelerate payment of assessments and the right to recover attorney's fees and costs.

F. Except for such signs as may be posted by the Sponsor or the Association for promotional or marketing purposes, no signs of a character shall be erected, posted or displayed upon, in, from or about any unit or the Common Elements without the prior consent in writing of the Board of Directors and under such conditions as they may establish.

G. Except as herein elsewhere provided, no junk vehicle, other vehicle on which current registration plates are not displayed, trailer, or boat trailer, shall be kept upon the Common Elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the Common Elements or within or upon any unit.

H. No unit or any part of the Common Elements shall be used for commercial activities of any character. This subsection shall not apply to the use of the Common Elements and of units by the Sponsor for display, marketing, promotional or sales purposes or as "model" units.

I. No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any unit or upon the Common Elements. Trash and garbage shall be deposited with care in containers designated for such purposes.

J. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon the Common Elements. Outside clothes dryers or clothes lines shall not be maintained upon the condominium property at any time. No clothing, laundry or the like shall be hung from any Unit or upon any of the Common Elements or from or upon any balcony or patio.

K. No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon the condominium property without the prior written consent of the Board of Directors, except as may be originally installed by the Sponsor.

L. No unit owner shall engage or direct any employee of the Association on any private business of the unit owners during the hours such employee is employed by the Association nor shall any member direct, supervise or in any manner attempt to assert control over any such employee.

M. There shall be no violation of any rules for the use of the Common Elements or other rules or regulations which are now or may from time to time be adopted by the Board of Directors as authorized in these By-Laws.

N. No unlawful use shall be made of any unit or any portion of the Common Elements and all laws, zoning and other ordinances, regulations of governmental and other municipal bodies and the like shall be observed at all times.

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O. The Board of Directors, or its designated agent, may retain a pass key to each unit for use in emergency situations. No unit owner shall alter any lock or install a new lock on any door of his respective unit without the written consent of the Board of Directors. In the event such consent is obtained, the unit owner shall provide the Board of Directors, or its agents, with an additional key.

P. That portion of the unit owner's window coverings which is visible from the exterior of the unit must be white in color and fabricated of cloth.

59. Delete Article XI of the By-Laws appearing at Pages 8 and 9 thereof (recorded in Official Record Book 5902, Pages 290 and 291) which Article reads as follows:

ARTICLE XI-

DEFAULT

~~In the event an owner of a unit does not pay any sums, charges or assessments required to be paid to the association within thirty (30) days from the due date, the association, through its Board of Directors or Manager, may proceed to enforce the said assessment against the unit owner owing same in any manner provided for by the Condominium Act, and may foreclose the lien encumbering the condominium unit created by the nonpayment of the required moneys.~~

SECTION 17--JOINT OWNERSHIP

~~Any Certificate of Beneficial Interest may be owned by more than one owner, either as joint tenants with rights of survivorship, as tenants by the entirety, or as tenants in common, but in such event, that all of the owners of such certificate shall be entitled collectively to only one voice or ballot in the management of the affairs of the association and the vote of such certificate may not be divided between plural owners of a single certificate. If the owners of any such certificates are unable to agree upon their ballot upon any subject at any meeting, they shall lose their right to vote on such subject but if all of the owners of any such certificate shall not be present at the meeting, either in person or by proxy, the one or ones so present may cast the vote of all such owners.~~

60. Amend and renumber Article XII of the By-Laws appearing at Page 9 thereof (recorded in Official Record Book 5902, Page 291), to read as follows:

ARTICLE XII IX

AMENDMENT

These restrictions and By-Laws may only be altered, and amended or added to at a duly called meeting of the members, provided, (1) That the notice of meeting shall contain a full statement of the proposed amendment and (2) That the quorum requirement for such purpose shall be a majority of the unit owners. A three-fourths (3/4) vote of all persons attending will be required in order to amend these restrictions and By-laws, in the manner set forth in the Declaration.

61. Amend and renumber Article XIII of the By-Laws appearing at Page 9 thereof (recorded in Official Record Book 5902, Page 291), to read as follows:

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ARTICLE ~~III~~ X

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, whenever the context 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.

62. Delete Articles XIV and XV of the By-Laws appearing at Pages 9 and 10 thereof (recorded in Official Record Book 5902, Pages 291 and 292) which read as follows:

ARTICLE ~~XIV~~

ARBITRATION

SECTION 1. Any question arising concerning the construction of any of the Bylaws set forth herein or the action on the part of the Board of Directors, with reference to any of the duties and responsibilities placed upon said Board of Directors, the aggrieved member shall have the right to have the dispute in question arbitrated pursuant to the terms and conditions of the Florida Arbitration Code, Florida Statute 57, et seq.

SECTION 2. Every condominium parcel owner has signified his intention to have the decision of the arbitrators made a rule of court (pursuant to Florida Statute 57.02) by signing his individual warranty deed and accepting his Certificate of Beneficial Interest from the Association.

ARTICLE ~~XV~~

MISCELLANEOUS

SECTION 1. The property and facilities of the Association shall at all times be restricted in use to the Association members and their guests.

SECTION 2. Under no circumstances shall Association property be leased or operated for profit.

SECTION 3. Each unit owner shall have the right of use of a designated parking space; said designation to be made by the original developer and builder at the time of the sale of the condominium unit to the owner. The use of the designated parking space shall be vested in the unit owner to whom said space has been assigned, his successors or assigns. In addition thereto the Developer will have the right to designate additional parking spaces to the unit owner if it appears advisable to the Developer.

SECTION 4. All mechanical repairs in the parking area are prohibited including changing oil or other lubrication, none of which shall be permitted.

SECTION 5. No boat trailers nor any other trailer is to be parked or permitted in the parking area.

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63. Amend Exhibit 3 to the Declaration, being the Articles of Incorporation of Stirling West Condominium, Inc. (the "Articles"), to delete the words "Stirling West Condominium, Inc.," wherever they may appear and to insert in their place the words "Countryside Condominium Association, Inc."

64. Amend the Articles of Incorporation (recorded in Official Record Book 5902, Pages 311-315), to capitalize the first letter of the word "association" wherever it may appear.

65. Amend Article II, Paragraph 1 of the Articles appearing at Page 1 thereof (recorded in Official Record Book 5902, Page 311), to read as follows:

1. To form an Association as defined in the Condominium Act and in conjunction therewith to operate in condominium, that certain property described in a Declaration of Condominium filed in Official Record Book 5902, at page 265 of the public records of Broward County, Florida.

66. Amend Article II of the Articles appearing at Page 1 thereof (recorded in Official Record Book 5902, Page 311), to insert two new paragraphs to read as follows:

2. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

3. Except, to the extent allowed by the law, as limited by these Articles and the Declaration of Condominium, the Association shall have all of the powers and duties set forth in the Condominium Act and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration as presently drafted and as it may be amended from time to time.

67. Renumber Article II, Paragraph 2 of the Articles appearing at Page 1 thereof (recorded in Official Record Book 5902, Page 311), to become paragraph 4.

68. Amend and renumber Article II, Paragraph 3 of the Articles appearing at Page 1 thereof (recorded in Official Record Book 5902, Page 311), to become paragraph 5 and to read as follows:

5. The Association shall have the power to make and collect assessments, and to use the proceeds of assessments in the exercise of its powers and duties.

69. Delete Article II, Paragraph 4 of the Articles appearing at Page 1 thereof (recorded in Official Record Book 5902, Page 311).

70. Amend and renumber Article II, Paragraph 5 of the Articles appearing at Page 2 thereof (recorded in Official

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Record Book 5902, Page 312), to become paragraph 6 and to read as follows:

6. To operate, maintain, repair, improve and administer the condominium property.

71. Delete Article II, Paragraph 6 of the Articles appearing at Page 2 thereof (recorded in Official Record Book 5902, Page 312).

72. Amend Article II, Paragraph 7 of the Articles appearing at Page 2 thereof (recorded in Official Record Book 5902, Page 312), to delete the word "the" as the last word in line two thereof.

73. Amend Article II, Paragraph 8 of the Articles appearing at Page 2 thereof (recorded in Official Record Book 5902, Page 312), to delete word "maintenances" from line one thereof and to insert the word "maintenance" in its place.

74. Amend Article II of the Articles appearing at Pages 1 and 2 thereof (recorded in Official Record Book 5902, Pages 311 and 312), and insert new paragraphs to read as follows:

9. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.

10. To reconstruct improvements after casualty and to further improve the property.

11. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the condominium property.

12. To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association.

13. To pay taxes and assessments which are liens against any part of the condominium property other than the individual units unless the individual units and the appurtenances thereto are owned by the Association, and to assess the same against the units subject to such liens.

14. To pay the cost of all power, water, sewer, trash, garbage and other utility services rendered to the condominium and not billed to unit owners.

15. The Association shall have the power to purchase units in the condominium and to hold, lease, mortgage and convey the same.

75. Amend the last paragraph of Article II of the Articles appearing at Pages 1 and 2 thereof (recorded in Official Record Book 5902, Pages 311 and 312), to read, in full, as follows:

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To accomplish the foregoing purposes, the Association shall have all corporate powers permitted under Florida law, including the capacity to contract, bring suit and be sued, and those provided by the Condominium Act.

76. Delete Article III of the Articles appearing at Page 2 thereof (recorded in Official Record Book 5902, Page 312), and insert a new Article to read as follows:

#### ARTICLE III

1. The members of the Association shall consist of all of the record owners of units in the condominium, and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

2. 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 the record title to a unit in the condominium and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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

4. The owner of each unit shall be entitled to one vote as a member of the Association, except there shall be no vote for any unit owned by the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

77. Delete Article V of the Articles appearing at Page 3 thereof (recorded in Official Record Book 5902, Page 313).

78. Renumber Article VI of the Articles appearing at Page 3 thereof (recorded in Official Record Book 5902, Page 313), to read "Article V."

79. Amend former Article VI, Section 1 of the Articles (present Article V) appearing at Page 3 thereof (recorded in Official Record Book 5902, Page 313), to read as follows:

Section 1: The affairs and property of this Association shall be managed by a Board of Directors composed of not less than three (3) and not more than seven (7) persons. Each Director shall be either a person designated by the Sponsor or a person entitled to cast a vote in the Association, except as otherwise provided herein or in the By-Laws.

80. Amend former Article VI, Section 2 of the Articles (present Article V) appearing at Page 3 thereof (recorded in Official Record Book 5902, Page 313), to read as follows:

OFFICIAL RECORD BOOK 5902 PAGE 313

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 Association to be held at 8:00 o'clock P.M. on the first Tuesday in December of each year.

81. Amend former Article VI, Section 3 of the Articles (present Article V) appearing at Page 3 thereof (recorded in Official Record Book 5902, Page 313), to read as follows:

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, Treasurer and Secretary, and such other officers as it shall deem desirable, consistent with the By-laws.

82. Amend former Article VI of the Articles (present Article V) appearing at Page 3 thereof (recorded in Official Record Book 5902, Page 313), to read as follows:

Section 4: Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

83. Amend and renumber Article VII of the Articles appearing at Page 3 thereof (recorded in Official Record Book 5902, Page 313), to read as follows:

#### ARTICLE VI

The names of the officers who shall hold office until their successors are designated by the Board of Directors are as follows:

President  
Vice-President  
Treasurer  
Secretary

84. Amend and renumber Article VIII of the Articles appearing at Page 4 thereof (recorded in Official Record Book 5902, Page 314), to read as follows:

#### ARTICLE VII

The following three (3) persons shall constitute the members of the Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed:

NAME

RESIDENCE

85. Add a new Article VIII to the Articles (recorded in Official Record Book 5902, Pages 311-315), to read as follows:

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ARTICLE VIII

Every director and every officer 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 of any proceeding to which he may be a party 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 when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such directors or officers may be entitled.

The Board of Directors may, and shall if reasonably available, purchase liability insurance to insure all directors, officers or agents, past and present against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the Unit Owners as a part of the Common Expenses.

86. Amend Article IX of the Articles appearing at Page 4 thereof (recorded in Official Record Book 5902, Page 314), to read as follows:

ARTICLE IX

The By-laws of this Association may be altered, amended or rescinded in the manner provided by the By-Laws.

87. Amend Article X, Section 1 of the Articles appearing at Page 4 thereof (recorded in Official Record Book 5902, Page 314), to read as follows:

Section 1: Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by any four (4) of the voting members or by any Director. A proposal made by voting members shall set forth the proposed alteration, amendment or rescission, shall be in writing and delivered to the President or Secretary of the Association. The Secretary shall give to each voting member notice setting out the proposed alteration, amendment or rescission and the time of the meeting at which such proposal will be voted upon. These Articles of Incorporation shall be modified, amended or rescinded in the manner set forth for amendments or alterations to the Declaration.

88. Amend Article X, Section 2 of the Articles appearing at Page 4 thereof (recorded in Official Record Book 5902, Page 314), to read as follows:

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Section 2: Any voting member may waive any or all of the notice requirements of this Article 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.

The adoption of said amendments appears upon the minutes of the Association and stands unrevoked.

The undersigned do hereby certify that the foregoing Amendments to the Declaration of Condominium of Stirling West Condominium, the Articles of Incorporation of Stirling West Condominium, Inc., appearing as Exhibit 3 thereto, and the By-Laws of Stirling West Condominium, Inc., appearing as Exhibit 1 thereto, to which this Certificate is attached, have been duly and validly proposed and adopted by a vote of the membership of the Association and have been duly executed pursuant to the Florida Condominium Act and pursuant to the applicable provisions of the recorded Declaration of Condominium of Stirling West Condominium, and the Articles of Incorporation and By-Laws of the Stirling West Condominium, Inc.


EXECUTED at Cobb County, Georgia, this 25th day of May, 1977.

Witness:

[Signature]  
[Signature]

STIRLING WEST CONDOMINIUM, INC.

By: Thomas E. Campbell  
PRESIDENT

Attest: Joseph S. Hiatt, Jr.  
SECRETARY  
(SEAL) 

STATE OF GEORGIA )  
                  ) SS:  
COUNTY OF COBB )

The foregoing instrument was acknowledged before me this 25th day of May, 1977, by Thomas E. Campbell and Joseph S. Hiatt, Jr. as President and Secretary, respectively, of Stirling West Condominium, Inc., a Florida corporation on behalf of the corporation.

[Signature]  
Notary Public

My Commission Expires:

Notary Public, Georgia, State at Large  
My Commission Expires April 24, 1981

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EXHIBIT I

<u>Unit consisting of hereinafter design- ated apartment</u>	<u>Undivided shares in Common Elements and Limited Common Elements</u>	<u>Shares of Common Expenses and Shares of Common Surplus</u>
A-101	1.0369	1.0369
A-102	0.9508	0.9508
A-103	0.9507	0.9507
A-104	0.8590	0.8590
A-105	0.8590	0.8590
A-106	0.9508	0.9508
A-107	0.9508	0.9508
A-108	1.0369	1.0369
A-201	1.0571	1.0571
A-202	0.9710	0.9710
A-203	0.9710	0.9710
A-204	0.8792	0.8792
A-205	0.8792	0.8792
A-206	0.9710	0.9710
A-207	0.9710	0.9710
A-208	1.0571	1.0571
B-101	1.0369	1.0369
B-102	0.9508	0.9508
B-103	0.9507	0.9507
B-104	0.8590	0.8590
B-105	0.8590	0.8590
B-106	0.9508	0.9508
B-107	0.9508	0.9508
B-108	1.0369	1.0369
B-201	1.0571	1.0571
B-202	0.9710	0.9710
B-203	0.9710	0.9710
B-204	0.8792	0.8792
B-205	0.8792	0.8792
B-206	0.9710	0.9710
B-207	0.9710	0.9710
B-208	1.0571	1.0571
C-101	1.0369	1.0369
C-102	0.8589	0.8589
C-103	0.9508	0.9508
C-104	0.9191	0.9191
C-105	0.9508	0.9508
C-106	0.9191	0.9191
C-107	1.0369	1.0369
C-201	1.0570	1.0570
C-202	0.8793	0.8793
C-203	0.9710	0.9710
C-204	0.9393	0.9393
C-205	0.9710	0.9710
C-206	0.9393	0.9393
C-207	1.0570	1.0570
D-101	1.0369	1.0369
D-102	0.8589	0.8589
D-103	0.9508	0.9508
D-104	0.9191	0.9191
D-105	0.9508	0.9508
D-106	0.9191	0.9191
D-107	1.0369	1.0369

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D-201	1.0570	1.0570
D-202	0.8793	0.8793
D-203	0.9710	0.9710
D-204	0.9393	0.9393
D-205	0.9710	0.9710
D-206	0.9393	0.9393
D-207	1.0570	1.0570
E-101	1.0369	1.0369
E-102	0.8589	0.8589
E-103	0.9508	0.9508
E-104	0.9191	0.9191
E-105	0.9508	0.9508
E-106	0.9191	0.9191
E-107	1.0369	1.0369
E-201	1.0570	1.0570
E-202	0.8793	0.8793
E-203	0.9710	0.9710
E-204	0.9393	0.9393
E-205	0.9710	0.9710
E-206	0.9393	0.9393
E-207	1.0570	1.0570
F-101	1.0369	1.0369
F-102	0.8589	0.8589
F-103	0.9508	0.9508
F-104	0.9191	0.9191
F-105	0.9508	0.9508
F-106	0.9191	0.9191
F-107	1.0369	1.0369
F-201	1.0570	1.0570
F-202	0.8793	0.8793
F-203	0.9710	0.9710
F-204	0.9393	0.9393
F-205	0.9710	0.9710
F-206	0.9393	0.9393
F-207	1.0570	1.0570
G-101	1.0369	1.0369
G-102	0.9508	0.9508
G-103	0.9507	0.9507
G-104	0.8590	0.8590
G-105	0.8590	0.8590
G-106	0.9508	0.9508
G-107	0.9508	0.9508
G-108	1.0369	1.0369
G-201	1.0571	1.0571
G-202	0.9710	0.9710
G-203	0.9709	0.9709
G-204	0.8792	0.8792
G-205	0.8792	0.8792
G-206	0.9710	0.9710
G-207	0.9710	0.9710
G-208	1.0571	1.0571

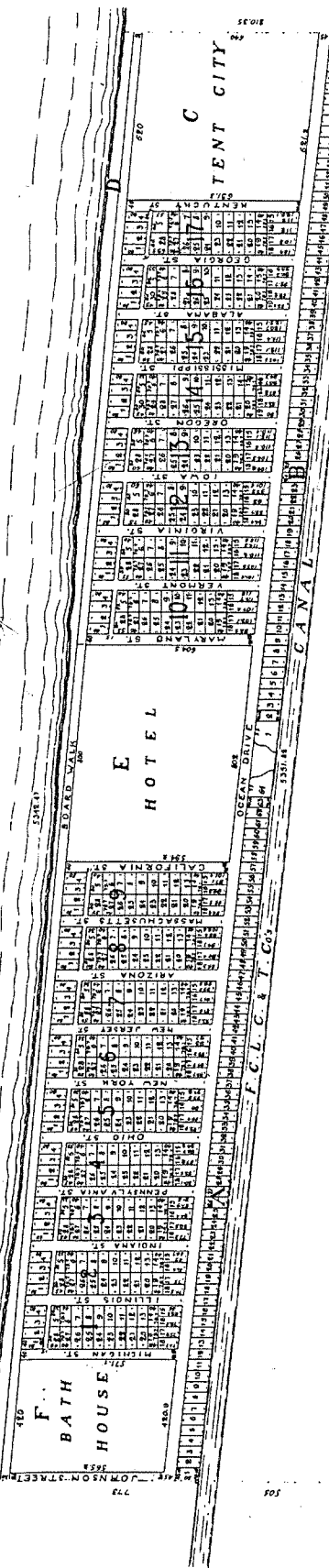
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1-27

ATLANTIC OCEAN



17639



STATE OF FLORIDA  
 DEPARTMENT OF AGRICULTURE  
 and  
 HOLLYWOOD BEACH, FLA.  
 HOLLYWOOD BEACH, FLA.  
 LICENSE NO. 272

# HOLLYWOOD BEACH

HOLLYWOOD LAND & WATER COMPANY, HOLLYWOOD, FLA.

6  
 1925  
 27  
 17639

A SUBDIVISION OF THE PART OF SECTION THIRTEEN (13), in Township fifty one (51) South, of range forty two (42) East, described as follows, to wit: Starting from the NW corner of section thirteen (13) run easterly upon and along northern section line of section thirteen (13) to a point of beginning on the East bank of F.C.L.C. & T. Co's Canal, five hundred fifty (550) feet; thence run easterly upon and along said section line to the high water mark of Atlantic Ocean, seven hundred seventy three (773) feet; thence run meandering, southerly upon and along high water, line of Atlantic Ocean to a point on the South line of section thirteen (13), five thousand three hundred forty two and forty seven hundredths (5342.47) feet; thence running westerly upon and along the southern line of section thirteen (13) to the East bank of the F.C.L.C. & T. Co's Canal, eight hundred ten and thirty five hundredths (810.35) feet, this point being sixty (60) feet East from the SW corner of section thirteen (13); thence run northerly upon and along the East bank of the F.C.L.C. & T. Co's Canal to the point of the beginning, five thousand three hundred fifty one and eighty two hundredths (5351.82) feet, all as shown by the within plat.

I the undersigned, hereby certify that the within plat shows the subdivisions of the described lands as made under my direction in a recent survey in due conformity to the established boundaries of such lands; that the dimensions shown are from measurements made on the ground and that they are correct to the best of my knowledge and belief.

By *James Volney*  
 License No. 272

State of Florida,  
 Broward County, ss. Know all men by these presents, that the Hollywood Land and Water Company, a corporation under the laws of Florida, has caused to be made the above plat of Hollywood Beach, a subdivision of the part of section thirteen (13), in Township fifty one (51) South, of range forty two (42) East, and that the said corporation hereby specifically reserves to itself the title to all streets, avenues, drives, parks, boulevards, ways and walks, shown on said plat.

Witness my hand and official seal of the City of Hollywood, Florida, this 27th day of January, 1925.

By *James Volney*  
 License No. 272

Attest: Secretary *William J. ...*

State of Florida, ss. I, a Notary Public in and for said County and State, do hereby certify that of the date hereof there personally appeared before me, Joseph W. Young and Lillian Allen, to me well known to be, respectively the President and Secretary of Hollywood Land and Water Company, a corporation organized and existing under and by virtue of the laws of the State of Florida, and in person severally acknowledged that they executed the above and foregoing plat of Hollywood Beach together with all descriptive matter and reservations therein set forth, as their free and voluntary act and as the free and voluntary act of the said Hollywood Land and Water Company for the uses and purposes therein set forth.

Witness my hand and notarial seal of Miami in said County and State, this 27th day of January, A. D. 1925.

*John Treadwell*  
 Notary Public

My Commission expires on the 23rd day of May, 1926.



DECLARATION FOR THE CREATION OF A CONDOMINIUM  
PURSUANT TO THE CONDOMINIUM ACT, CHAPTER  
711 LAWS OF FLORIDA, ACTS OF 1969

74-181211

DECLARATION OF CONDOMINIUM

I

SUBMISSION STATEMENT

The undersigned, being the holder of title of record to the following described real property, situate, lying and being in Broward County, Florida, to wit:

The North one-half of that portion of Tract 17 of A.J. BENDLE SUBDIVISION in Section 3, Township 51 South, Range 41 East, according to the Plat thereof recorded in Plat Book 1 at Page 27 of the Public Records of Dade County, Florida that lies South of a line 33 feet South of and parallel to the North line of said Section 3, lying and being in Broward County, Florida, less and excepting therefrom the East 30 feet of Tract 17,

hereby states and declares that the land above described is submitted to condominium ownership, pursuant to Chapter 711, Laws of Florida, Acts of 1969, the Condominium Act (hereafter referred to as the "Condominium Act"), the provisions of which said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration.

II

NAME

The name by which this condominium is to be identified is:

STIRLING WEST CONDOMINIUM

III

LAND

The land included in this condominium is the above described land.

IV

IDENTIFICATION OF UNITS; SURVEY; PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS; SHARES IN COMMON ELEMENTS; PROPORTIONS OF COMMON EXPENSES; VOTING RIGHTS

A. IDENTIFICATION OF UNITS: The Condominium has one hundred four (104) units, which are identified and referred to

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888

herein and in the exhibits hereinafter referred to as follows:

A-101, A-102, A-103, A-104, A-105, A-106, A-107, A-108, A-201,  
~~A-202, A-203, A-204, A-205, A-206, A-207, A-208, B-101, B-102,~~  
B-103, B-104, B-105, B-106, B-107, B-108, B-201, B-202, B-203,  
B-204, B-205, ~~B-206, B-207, B-208, C-101, C-102, C-103, C-104,~~  
C-105, C-106, C-107, C-201, C-202, C-203, C-204, C-205, C-206,  
C-207, D-101, D-102, D-103, D-104, D-105, D-106, D-107, D-201,  
D-202, D-203, D-204, D-205, D-206, D-207, E-101, E-102, E-103,  
E-104, E-105, E-106, E-107, E-201, E-202, E-203, E-204, E-205,  
E-206, E-207, ~~F-101, F-102, F-103, F-104, F-105, F-106, F-107,~~  
F-201, F-202, ~~F-203, F-204, F-205, F-206, F-207, G-101, G-102,~~  
G-103, G-104, ~~G-105, G-106, G-107, G-108, G-201, G-202, G-203,~~  
G-204, G-205, G-206, G-207 and G-208. Each unit is composed of  
an apartment with its corresponding identification number.

B. SURVEY, PLOT PLAN and GRAPHIC DESCRIPTION  
of IMPROVEMENTS

1. There is being recorded contemporaneously herewith  
a Survey and Plot Plan of the above-described land showing and  
identifying the common elements and each unit and their relative  
location and approximate dimensions. Further, there is being  
recorded contemporaneously herewith Building and Floor Plans con-  
taining a graphic description of the improvements made to the  
Condominium property.

2. The Survey, Plot Plan, and Floor Plans,  
consisting of Sixteen (16) pages are incorporated herein by  
reference and deemed Exhibit 1 to this Declaration.

3. Said Exhibit 1 of this Declaration has been certified  
to pursuant to the requirements of Section 711.08 (1) (e) of the  
Condominium Act.

4. The improvements on the land described consist of  
seven, two-story buildings containing a total of 104 units,  
together with common elements and limited common elements, each  
unit being designated as follows: Building 1: A-101, A-102,  
A-103, A-104, A-105, A-106, A-107 and A-108 on the ground floor;  
A-201, A-202, A-203, A-204, A-205, A-206, A-207 and A-208 on the  
second floor. Building 2: B-101, B-102, B-103, B-104, B-105,

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B-106, B-107 and B-108 on the ground floor; B-201, B-202, B-203, B-204, B-205, B-206, B-207 and B-208 on the second floor.

Building 3: C-101, C-102, C-103, C-104, C-105, C-106 and C-107 on the ground floor; C-201, C-202, C-203, C-204, C-205, C-206 and C-207 on the second floor. Building 4: D-101, D-102, D-103, D-104, D-105, D-106, D-107, on the ground floor; D-201, D-202, D-203, D-204, D-205, D-206 and D-207 on the second floor.

Building 5: E-101, E-102, E-103, E-104, E-105, E-106 and E-107 on the ground floor; E-201, E-202, E-203, E-204, E-205, E-206 and E-207 on the second floor. Building 6: F-101, F-102, F-103, F-104, F-105, F-106 and F-107 on the ground floor; F-201, F-202, F-203, F-204, F-205, F-206 and F-207 on the second floor.

Building 7: G-101, G-102, G-103, G-104, G-105, G-106, G-107 and G-108 on the ground floor; G-201, G-202, G-203, G-204, G-205, G-206, G-207 and G-208 on the second floor, as shown on the attached plans, as well as the Plot Plan for additional common elements, as also shown on said plans. In connection with said

floor plans and Plot Plan, the said plans and all legends and notes thereon contained are incorporated herein and made a part hereof by reference, and the said plans have been certified in the manner required by the Condominium Act. Each unit owner and any officer, agent, employee or designee of the Association or the Board of Directors shall have access across the limited common elements for the purpose of ingress and egress.

5. As indicated on the said exhibits, the following are the Condominium units, which constitute this Condominium, to wit:

<u>Unit consisting of hereinafter designated apartment</u>	<u>Undivided shares in Common Elements and Limited Common Elements</u>	<u>Shares of Common Expenses and Shares of Common Surplus</u>
A-101	1.0369	1.0369
A-102	0.9508	0.9508
A-103	0.9507	0.9507
A-104	0.8590	0.8590
A-105	0.8590	0.8590
A-106	0.9508	0.9508
A-107	0.9508	0.9508
A-108	1.0369	1.0369

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A-201	1.0571	1.0571
A-202	0.9710	0.9710
A-203	0.9710	0.9710
A-204	0.8792	0.8792
A-205	0.8792	0.8792
A-206	0.9710	0.9710
A-207	0.9710	0.9710
A-208	1.0571	1.0571
B-101	1.0369	1.0369
B-102	0.9508	0.9508
B-103	0.9507	0.9507
B-104	0.8590	0.8590
B-105	0.8590	0.8590
B-106	0.9508	0.9508
B-107	0.9508	0.9508
B-108	1.0369	1.0369
B-201	1.0571	1.0571
B-202	0.9710	0.9710
B-203	0.9710	0.9710
B-204	0.8792	0.8792
B-205	0.8792	0.8792
B-206	0.9710	0.9710
B-207	0.9710	0.9710
B-208	1.0571	1.0571
C-101	1.0369	1.0369
C-102	0.8589	0.8589
C-103	0.9508	0.9508
C-104	0.9191	0.9191
C-105	0.9508	0.9508
C-106	0.9191	0.9191
C-107	1.0369	1.0369
C-201	1.0570	1.0570
C-202	0.8793	0.8793
C-203	0.9710	0.9710
C-204	0.9393	0.9393
C-205	0.9710	0.9710
C-206	0.9393	0.9393
C-207	1.0570	1.0570
D-101	1.0369	1.0369
D-102	0.8589	0.8589
D-103	0.9508	0.9508
D-104	0.9191	0.9191
D-105	0.9508	0.9508
D-106	0.9191	0.9191
D-107	1.0369	1.0369
D-201	1.0570	1.0570
D-202	0.8793	0.8793
D-203	0.9710	0.9710
D-204	0.9393	0.9393
D-205	0.9710	0.9710
D-206	0.9393	0.9393
D-207	1.0570	1.0570
E-101	1.0369	1.0369
E-102	0.8589	0.8589
E-103	0.9508	0.9508
E-104	0.9191	0.9191
E-105	0.9508	0.9508
E-106	0.9191	0.9191
E-107	1.0369	1.0369

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E-201	1.0570	1.0570
E-202	0.8793	0.8793
<del>E-203</del>	<del>0.9710</del>	<del>0.9710</del>
E-204	0.9393	0.9393
E-205	0.9710	0.9710
E-206	0.9393	0.9393
E-207	1.0570	1.0570
F-101	1.0369	1.0369
F-102	0.8589	0.8589
F-103	0.9508	0.9508
F-104	0.9191	0.9191
F-105	0.9508	0.9508
F-106	0.9191	0.9191
F-107	1.0369	1.0369
F-201	1.0570	1.0570
F-202	0.8793	0.8793
F-203	0.9710	0.9710
F-204	0.9393	0.9393
F-205	0.9710	0.9710
F-206	0.9393	0.9393
F-207	1.0570	1.0570
G-101	1.0369	1.0369
G-102	0.9508	0.9508
G-103	0.9507	0.9507
G-104	0.8590	0.8590
G-105	0.8590	0.8590
G-106	0.9508	0.9508
G-107	0.9508	0.9508
G-108	1.0369	1.0369
G-201	1.0571	1.0571
G-202	0.9710	0.9710
G-203	0.9709	0.9709
G-204	0.8792	0.8792
G-205	0.8792	0.8792
G-206	0.9710	0.9710
G-207	0.9710	0.9710
G-208	1.0571	1.0571
100.0000%		100.0000%

C. Each unit owner is entitled to one vote for each unit owned by him.

V

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called in accordance with the By-Laws at which a quorum is present, by the affirmative vote of three-fourths (3/4) of the unit owners present at such meeting. This Certificate shall become effective upon its being recorded in the Public Records of Dade County, Florida.

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No amendment shall change any condominium parcel, nor a condominium unit's proportionate share of common expenses or common surplus, nor the voting rights pertinent to any unit, unless the record owners thereof and all record owners of liens thereon shall join in the execution of the amendment, and provided further, that said amendment shall be voted on, and evidenced and recorded in the same manner as all other amendments to this Declaration.

There shall be no amendment to this Declaration of Condominium or to the Articles of Incorporation and By-Laws of STIRLING WEST CONDOMINIUM, INC., which would impair or materially affect the rights of any holder of an institutional first mortgage, unless prior consent thereto be given by such institutional first mortgage holder.

VI

BY-LAWS

The operation of the condominium property shall be governed by By-Laws which are set forth in a document entitled "By-Laws of STIRLING WEST CONDOMINIUM, INC., , and which is annexed to this Declaration. No modification or other amendment to the By-Laws shall be valid unless set forth in or annexed to a duly recorded amendment to the Declaration. The By-Laws may be amended in the same manner as this Declaration may be amended.

VII

ASSOCIATION

The incorporated Association responsible for the operation of this Condominium is STIRLING WEST CONDOMINIUM, INC., a Condominium, an incorporated Association", organized and existing pursuant to the Condominium Act. The Association shall have Officers consisting of a President, Vice President, Secretary and a Treasurer. The Association shall have the power and duties set forth in the Condominium Act, as well as the powers and duties set forth in the Declaration and the By-Laws.

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The following person is now designated as the Agent to receive service of process upon the Association, to wit:

NESTOR MORALES  
2279 Southwest 22nd Street  
Miami, Florida 33145

The designation of the agent for the service of process may be changed from time to time upon resolution of the directors by an instrument executed by an officer of the Association with the formalities required for the execution of a deed, and recorded among the Public Records of Dade County, Florida.

#### VIII

##### MISCELLANEOUS CONDITIONS, COVENANTS and RESTRICTIONS

###### A. ASSESSMENTS:

The Association, through its Board of Directors, shall have the power to make and collect assessments and common expenses, and to lease, maintain, repair and replace the common elements and ~~limited common elements as provided for by the Condominium Act,~~ this Declaration and/or By-Laws of the Association.

No special assessment, that is, one not connected with an operating or maintenance expense, shall be levied without the consent of all of the Dwelling Unit owners and their respective mortgagees.

###### B. MAINTENANCE:

The Board of Directors of the Association may enter into a contract with a firm, person or corporation for the maintenance and repair of the condominium property, and may join with other condominium associates, unincorporated or corporate, in contracting with the same firm, person or corporation for maintenance and repair.

###### C. LIEN:

The Association shall have a lien on each condominium parcel for any unpaid assessments and/or common expenses due and owing from the unit owner, together with interest thereon at six per cent (6%) against the unit owner of such condominium parcel, which lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established

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by said Act. The lien of the Association for unpaid assessments and/or common expenses shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessments and/or common expenses or enforcement of such lien.

Where the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of the foreclosure of the first mortgage or where a mortgagee which is a bank, insurance company or savings and loan association of a first mortgage of record, obtains title to the apartment as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to acquisition of title in the manner first above provided. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the apartment owners including such acquirer, its successors and assigns.

D. OCCUPANCY AND USE:

The unit owner, or owner of a unit, shall occupy and use his condominium parcel as a private dwelling for himself and the members of his family and social guests and for no other purposes. The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noise or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property. A unit owner shall not keep any pet or animal in his apartment without written consent of the Board of Directors. No clothes lines or similar devices shall be allowed on any portion of the condominium property by any person, firm or corporation without the written consent of the Board of Directors.

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E. RESALE:

In the event of resale or renting or leasing of said unit, the Board of Directors of the Association has the option to purchase, rent or lease the same on the same conditions as offered by the said unit owner to any third person. Any attempt to resell or rent or lease said unit without prior offer to the Board of Directors shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

F. OFFER TO SELL:

Should the unit owner wish to sell, lease or rent his condominium parcel (which means the unit, together with the undivided share in the common elements which are appurtenant thereto), he shall, before making or accepting any offer to sell, purchase, lease or rent his condominium parcel, deliver to each member of the Board of Directors a written notice of his intent to sell, lease or rent his condominium parcel, which notice shall contain the terms of the offer he has received, which he wishes to accept, or the terms of the offer which he is prepared to make, and the name and address of the prospective purchaser or tenant. The Board of Directors, within five (5) days after receiving such notice, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit, designate that the Association, one or more persons then unit owners, or any other person or persons of satisfactory credit, is willing to purchase, lease or rent upon the same terms as those specified in the unit owner's notice. The stated designee of the Board of Directors shall have five (5) days from the date of the notice sent by the Board of Directors to make a binding offer to buy, lease or rent upon the same terms 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 Directors. Failure of the Board of

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Directors to designate such person or persons, within said five-day period, or failure of such person or persons to make such an offer within the said five (5) day period shall be deemed consent by the Board of Directors 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 ninety (90) days after his notice was given. The unit owner shall have no right to sell, lease or rent his interest, or any part thereof, except as expressly provided for herein. The sub-leasing or sub-renting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration

and the By-Laws of the Association and the provisions of the Condominium Act. The provisions of Paragraphs E and F of this Article shall continue operative unless an amendment to this Declaration, signed by the majority of the then unit owners, has been recorded amending this Declaration so as to delete the provisions of Paragraphs E, F and G of this Article. No "For Rent" or "For Sale" signs shall be placed on individual premises or on the building, except as approved by the Board of Directors in writing.

G. MORTGAGED UNITS:

Should any condominium unit or parcel at any time become subject to a mortgage given as security in good faith and for value, the holder thereof, upon becoming the owner of such interest through whatever means, shall have the unqualified right to sell, lease or otherwise dispose of said unit or parcel, including the fee ownership thereof, without offer to the Board of Directors, notwithstanding the provision of Paragraphs E and

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F above, provided, however, that in all other respects, the provisions of this Declaration, the By-Laws of the Association, and ~~the provisions of the Condominium Act shall be applicable hereto;~~ and, provided further, that nothing herein contained shall be deemed to allow or cause a severance from the condominium unit of the share of the common elements and limited common elements or other appurtenances of said unit.

H. DEVELOPER'S UNITS AND PRIVILEGES:

The provisions of Paragraphs E and F of this Article shall not be applicable to CAMVERT DEVELOPMENT CORP., the developer submitting this condominium property to condominium ownership, which is recognized as the Developer of the condominium project, and which corporation is irrevocably empowered to sell, lease or rent condominium units to any purchaser approved by it. The said Developer shall have the right to transact any business necessary to consummate sales of units, including but not limited to the right to maintain models, have signs, employees in the offices to use the common elements, and to show apartments. Sales Office signs and all items pertaining to sales shall not be considered common elements and remain the property of the Developer. In the event there are unsold parcels, Developer retains the right to be the owner of unsold parcels under the same terms and conditions as all other parcel owners in said Condominium, and Developer as a parcel owner, shall contribute to the common expenses in the same manner as other parcel owners, provided, however, if the Developer retains any of said parcels, it may rent them on a monthly basis in addition to its privileges, as above set forth, to sell, lease or rent without prior offer or approval, notwithstanding anything to the contrary which may be contained in this Declaration of Condominium.

I. LIABILITY INSURANCE:

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability

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coverage for the common elements of this Condominium. The Board of Directors shall collect and enforce the payment of a share of the premium for such insurance from each unit owner as an assessment and common expense in accordance with the fractional percentage set forth in Article IV, Paragraph B of this Declaration. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of the Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the By-Laws. The owner of a unit shall have no personal liability for any damages incurred by the Association or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

J. PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE:

1. Purchase of Insurance: The Board of Directors shall keep insured the condominium property, including the entire building erected upon the condominium land, all fixtures, appurtenant thereto, personal property in the common elements, and boiler, and all units contained in said building, in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company, Triple A or Best rating, or better, in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, against (a) loss or damage by fire and hazards covered by a standard coverage endorsement, and (b) such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the building erected upon the condominium land.

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2. Assured and Loss Payable: All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association, all unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to City National Bank of Miami, Miami, Florida, as Trustee, or to any other bank in Dade County, Florida, with trust powers as may be designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the units in the condominium property (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half of the unpaid principal balance of all first mortgages on said units). Said Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be ~~responsible for moneys which come into its possession~~ and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

3. Payment of Premiums; Trustee's Expenses and Collection:

The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments and/or common expenses.

4. Mandatory Repair: Unless there occurs substantial damage to or destruction of all or a substantial part of the

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condominium property, as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss and pay the costs of same in full. The Association shall levy assessments as a common expense, in the event insurance proceeds are insufficient for the purpose of repairing, replacing and rebuilding the damage caused by casualty loss.

5. Determination of Damage and Use of Proceeds:

(a) Immediately after a casualty causing damage to any part of the condominium property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided, however, that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of the unit owner to obtain estimates of the cost of replacement as aforesaid. If the ~~net proceeds of insurance are insufficient to pay the estimated~~ cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment as a common expense against all unit owners for that portion of the deficiency related to common elements and limited common elements, in accordance with the fractional percentage set forth in Article IV-B of this Declaration, and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided, however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment as a common expense for the total deficiency against each of the unit owners according to the fractional percentage set forth in Article IV-B of this Declaration.

(b) Unless there occurs substantial damage to or destruction of all or a substantial portion of the condominium property and the unit owners elect not to rebuild and repair as

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provided in Paragraph 6 below, the Insurance Trustee shall use the net proceeds and the funds collected by the Board of Directors from the assessments hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees, as their interests may appear, and the proceeds of insurance and the fund collected by the Board of Directors from the assessments as a common expense as hereinabove provided shall be held by the Insurance Trustee in trust for the use and purpose herein provided.

6. Total Destruction: As used in this Declaration, and in any other connection or context dealing with this Condominium, the term "substantial damage to or destruction of all or a substantial portion of the condominium property" shall mean that three-fourths (3/4) or more of the apartment units are totally destroyed by casualty loss or damage. Should there occur substantial damage to or destruction of all or a substantial part of the condominium property, the condominium project shall not be reconstructed unless three-fourths (3/4) of the unit owners shall agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. It is understood and agreed that in the event a mortgagee should require the payment of the proceeds to it, that sum shall be paid to the said mortgagee and the apartment unit owner shall then be obliged to deposit the funds necessary for his unit towards his share of the rebuilding costs. In the event such reconstruction is not approved, as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees, as their interest may appear, and the condominium property shall be removed from the provisions of the Condominium Act with the results provided for by Section 16 of the Condominium Act. The determination not to reconstruct after casualty shall be evidenced by a certificate signed by one of the officers of the Association, stating that the said sixty (60) day period has elapsed and that the Association has not received the necessary writing from three-

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fourths (3/4).

7. Association as Agent: The association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

K. ALTERATIONS:

There shall be no material alterations, door or color changes, or substantial additions to the common elements or limited common elements except as the same are authorized by the Board of Directors and ratified by the affirmative vote of three-fourths (3/4) of the unit owners present at any regular or special meeting of the unit owners. No unit owner shall block, hamper, or otherwise interfere with the common elements of the property or the operation thereof.

L. LIMITED COMMON ELEMENTS:

There are limited common elements appurtenant to most of the units in this Condominium, as shown and reflected by the Floor and Plot Plans, such as patios, porches or terraces. These said limited common elements are reserved for the use of the units appurtenant thereto to the exclusion of other units, and there shall pass with a unit appurtenant thereto the exclusive right to use the limited common elements as to the owner of the unit appurtenant thereto. Notwithstanding the fact that these areas are limited common elements, they shall, with respect to walls, be maintained, repaired, replaced and assessed for such maintenance, repair and replacement as and in the manner that common elements are repaired, maintained, replaced and assessed; provided, however, that in the event of damage or defacing of the limited common elements by a unit owner or his guests, ordinary wear and tear excepted, the same shall be repaired at the sole cost of the unit owner, subject to the supervision of the Board of Directors of this Association. It is the intention of this provision that common expenses shall include the expenses of maintenance, repair and replacement of the limited common elements, and that funds

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for the payment of same shall be assessed against all of the unit owners in the fractional percentage of sharing common expenses provided in Article IV-B of this Declaration, subject to the exception hereinbefore provided.

M. COMMON SURPLUS:

"Common Surplus", meaning all funds and other assets of the Association (including excess of receipts of Association, including but not limited to assessments, rents, profits and revenues from whatever source whatsoever, over amount of the common expense), shall be owned by the unit owners in the same proportion that the undivided interest in common property appurtenant to each unit owner bears to the total of all undivided interests in common property appurtenant to all unit owners; provided, however, that said common surplus shall be held by the Association in the manner, and subject to the terms, provisions and conditions hereof imposing certain limitations and restrictions upon the use and distribution of said common surplus.

Except for distribution of any insurance indemnity herein provided, or termination of the Condominium, any distribution of common surplus which may be made from time to time shall be made to the then unit owners in accordance with their percentage interest in common surplus as declared herein.

N. TERMINATION:

The provisions for termination set forth in Paragraph J-6 of this Declaration shall be in addition to the provisions for voluntary termination as provided for by Section 16 of the Condominium Act.

O. SEVERABILITY:

If any provision of this Declaration, or of the By-Laws attached hereto, or the Condominium Act, is held invalid, the validity of the remainder of this Declaration, or the By-Laws attached hereto, or of the Condominium Act, shall not be affected thereby.

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P. TITLES:

Article and Paragraph titles inserted throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit or in any way affect this Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Condominium this 15<sup>th</sup> day of August, 1973.

Signed, sealed and delivered in the presence of:

Rafael E. Rodriguez  
Braulio Alvarez

CAMVERT DEVELOPMENT CORP.

By Rafael E. Rodriguez  
President

Attest: Braulio Alvarez  
Secretary

STATE OF FLORIDA )  
                          )  
COUNTY OF DADE    )

BEFORE ME the undersigned authority, personally appeared RAFAEL E. RODRIGUEZ and BRAULIO ALVAREZ, to me known and known to me to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of CAMVERT DEVELOPMENT CORP., a Florida corporation, and severally acknowledged to me that they executed such instrument as such officers of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 15 day of August, 1973.

Hernando A. Campa  
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES ON 12 1977  
\*CONF. O INTR. C. 12 1977

This instrument was prepared by:  
NESTOR MORALES, Attorney at Law  
2279 Southwest 22nd Street  
Miami, Florida 33145

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BY-LAWS

STIRLING WEST CONDOMINIUM, INC.

A Condominium

ARTICLE I

GENERAL

**SECTION 1. THE NAME:** The name of the corporation shall be: STIRLING WEST CONDOMINIUM, INC.

**SECTION 2. PRINCIPAL OFFICE:** The principal office of the corporation shall be at 7619 Stirling Road, Hollywood, Florida,

or at such other place as may be subsequently designated by the Board of Directors.

**SECTION 3. DEFINITION AND PURPOSE:** For the purposes hereinafter stated, the term "Corporation" shall be equivalent to the term "association" as is defined in the Declaration of Restrictions, and further defined in Section 711 et seq., more commonly known as the Condominium Act of the State of Florida.

ARTICLE II

DIRECTORS

**SECTION 1. NUMBER AND TERM:** The number of Directors which shall constitute the whole board shall not be less than three (3) nor more than seven (7) members. Within the limits above specified, the number of Directors shall be determined by the members at the annual meeting. The Directors shall be elected at the annual meeting of the members, and each Director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify, provided, however, that until the developer of the condominium has completed all of the contemplated improvements and closed the sale of at least sixty (60%) per cent of the apartment units of the condominium, or until developer elects to terminate its control of the condominium, whichever occurs first, the first directors of the association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies and if there are no remaining directors the vacancies shall be filled by the developer.

**SECTION 2. VACANCY AND REPLACEMENT:** If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or through other means, a majority of the remaining Directors, though less than a quorum at a special meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

**SECTION 3. REMOVAL:** Directors may be removed for cause by an affirmative vote of a majority of the members. No Director shall continue to serve on the board if, during his term of office, his membership by reason of his Certificate of Beneficial Interest in the corporation shall be terminated for any reason whatsoever.

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**SECTION 4. FIRST BOARD OF DIRECTORS:** The First Board of Directors shall consist of;

<u>Name</u>	<u>Residence</u>
BRAULIO ALVAREZ	550 Ocean Drive, Apt. 7-D Miami, Florida
RAFAEL E. RODRIGUEZ	3010 S.W. 98th Avenue Miami, Florida
NESTOR MORALES	2279 S.W. 22nd Street, Miami, Florida 33145

who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, or until their successors shall be elected.

**SECTION 5. POWERS:**

A. The property and business of the corporation shall be managed by the Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of this condominium as are not by statute or by the Certificate of Incorporation, the Enabling Declaration, or by these Restrictions and By-Laws, directed or required to be exercised or done by the members. These powers shall specifically include but not be limited to the following:

- (1) To levy monthly assessments payable in advance. By a majority vote, the Board of Directors may increase the monthly assessments or vote any special assessment in excess of that amount if required to meet any necessary additional expenses;
- (2) To use and expend the assessments collected to maintain, care for and preserve the exterior of the units and condominium property, other than those portions thereof which are required to be maintained, cared for and preserved by the individual unit owners;
- (3) To pay for such equipment and tools, supplies and other personal property purchased for the use in such maintenance care and preservation;
- (4) To enter into and upon the family units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation. Each owner of a condominium unit grants a perpetual easement to the existing condominium association or its duly authorized agents to enter his condominium unit at any reasonable time (or at any unreasonable time as the necessities of the situation should so require) for the above-said repairs;
- (5) To repair and replace common facilities, machinery, equipment and other things;
- (6) To insure and keep insured the said building and improvements on the property and the owners against public liability, and such other insurance as the Board of Directors may deem advisable. Such insurance may be taken out by the Board of Directors, in the name of the condominium corporation for the benefit of all the owners;
- (7) To collect delinquent assessments by legal action or otherwise, to abate nuisances and to enjoin or seek damages from the unit owners of the property for violation of these By-Laws or any of the governing rules;
- (8) To employ such employees as are necessary to purchase supplies and equipment, to enter into contracts, and generally to have powers of an apartment house manager and/or owner in connection with the matters hereinbefore set forth;

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(9) To make reasonable rules and to amend same from time to time; such rules and amendments shall be binding upon the owners after the Board approved same.

**SECTION 6. COMPENSATION:** The officers of this Association shall serve without compensation.

**SECTION 7. MEETINGS:**

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall be present, or as soon as thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general member's meeting, and immediately after the adjournment of same.

B. Regular meetings of the Board may be held monthly, without notice, at a designated time and place.

C. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telephone or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

D. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present.

**SECTION 8. ORDER OF BUSINESS:** The order of business at all meetings of the Board shall be as follows:

- A. Rollcall;
- B. Reading of Minutes of last meeting;
- C. Consideration of communications;
- D. Resignations and elections;
- E. Reports of officers and employees;
- F. Reports of committees;
- G. Old business;
- H. Original resolutions and new business;
- I. Adjournment.

**SECTION 9. ANNUAL STATEMENT:** The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the corporation, including a report of the operating expenses of the corporation and the assessments paid by each member.

**ARTICLE III**

**OFFICERS**

**SECTION 1. ELECTIVE OFFICERS** The officers of the corporation shall be chosen by the Directors and shall be a President, Vice-President, Treasurer and Secretary.

**SECTION 2. ELECTION:** The Board of Directors, at its first meeting after each annual meeting of general members, shall elect a President, Vice-President, a Treasurer and a Secretary, none of whom, excepting the President, need be a member of the Board.

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**PAGE 285**

**SECTION 3. APPOINTIVE OFFICERS:** The Board may appoint such other officers as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

**SECTION 4. TERM:** The Officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by a majority vote of the whole Board of Directors. If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by a majority vote of the Board of Directors.

**SECTION 5. THE PRESIDENT:** The President shall preside at all meetings of the members and Directors, shall be ex officio member of all standing committees, shall exercise general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation and attest by the Secretary, except where the same are required or permitted by law to be otherwise signed.

The Vice-President shall perform all duties of the President in his absence and such duties as may be entrusted to him by the Board of Directors.

**SECTION 6. THE SECRETARY:** The Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the Minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. He shall keep the seal of the corporation, and when authorized by the Board, affix the same to any instrument requiring it, and, when so affixed, it shall be attested by his signature.

**SECTION 7. THE TREASURER:**

A. The Treasurer shall have the custody of the corporation funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the corporation.

C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office. The cost of the premium of any bond required herein shall be paid for by the Condominium Association.

**ARTICLE IV**

**MEMBERSHIP**

**SECTION 1. DEFINITION:** Membership in the Association shall be limited to owners of the Condominium unit Certificates of Beneficial Interest issued by the Corporation. A separate Certificate of Beneficial Interest shall be issued for each condominium unit and each certificate shall constitute one (1) Membership.

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**PAGE 28**

**SECTION 2. VOTING RIGHTS:** The owner of a Certificate of Beneficial Interest in the corporation shall be entitled to cast one (1) vote at all meetings of the members of the Association, except as otherwise provided in the Declaration.

**ARTICLE V**

**MEETINGS OF MEMBERSHIP**

**SECTION 1. PLACE:** All meetings of the corporation membership shall be held at the office of the corporation or may be held at such place and time as shall be stated in the notice thereof.

**SECTION 2. ANNUAL MEETINGS:**

A. The first annual meeting of members shall be held on the \_\_\_\_\_ of each year, if not a legal holiday, and if a legal holiday, then on the next secular day following.

C. All annual meetings shall be held at the hour of \_\_\_\_\_

D. At the annual meeting, the members shall elect by plurality (cumulative voting prohibited) a Board of Directors and transact such other business as may properly be brought before the meeting.

E. Written Notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation at least ten(10) days prior to the meeting.

**SECTION 3. MEMBERSHIP LIST:** At least ten(10) days before every election of Directors, a complete list of the members entitled to vote at said election, arranged numerically by apartment units, with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten(10) days and throughout the election at the offices of the corporation; and shall be open to examination by any member throughout such time.

**SECTION 4. SPECIAL MEETINGS:**

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of five(5) members. 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 served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

**SECTION 5. QUORUM:** Fifty-one (51%) per cent of the total numbers of members of the corporation present in person or represented by written proxy 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 the statute, by the Certificate of Incorporation 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 power

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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.

**SECTION 6. VOTE REQUIRED TO TRANSACT BUSINESS:** When a quorum is present at any meeting, the vote of a majority of the members present, in person or represented by written proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

**SECTION 7. RIGHT TO VOTE:** At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

**SECTION 8. WAIVER AND CONSENT:** Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or of the Certificate of Incorporation or of the By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such action being taken.

**SECTION 9. RULES OF PROCEDURE:** All meetings shall be conducted in accordance with Roberts Rules of Order (latest edition) when said Rules are not in conflict with the Articles Of Incorporation and By-Laws of the corporation or with the Statutes of the State of Florida.

## ARTICLE VI

### NOTICES

**SECTION 1. DEFINITIONS:** Whenever, under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any Director or member, it shall be construed to mean personal notice but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a post-paid, sealed wrapper, addressed to such Director or member at such address as appears on the books of the corporation.

**SECTION 2. SERVICE OF NOTICE - WAIVER:** Whenever any notice is required to be given under the provision of the statutes or of the Certificate of Incorporation, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

## ARTICLE VII

### FINANCES

**SECTION 1. FISCAL YEAR:** The fiscal year shall begin the first day of January in each year.

**SECTION 2. CHECKS:** All checks or demands for money and notes of the corporation shall be signed by any two of the following officers: President, Vice-President, Secretary, or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

**SECTION 3. ASSESSMENTS:** The Board of Directors of the

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corporation shall, from time to time, fix and determine the sum or sums necessary for the common expenses of the condominium property. Common expenses shall include the operational items such as insurance, repairs, maintenance and other operating expenses. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium units in accordance with the percentage each is required to pay, as set forth in Article IV-B of the Declaration of Condominium. Said assessments shall payable monthly in installments in advance as ordered by the Board of Directors. Special assessments, if required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees promptly to pay when due the monthly and all special assessments assessed against his own condominium unit. No member shall be personally liable for any debts of the condominium corporation.

#### ARTICLE VIII

##### SEAL

SECTION 1. The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Non-Profit". Said seal may be used in accordance with the directions of the Board of Directors.

#### ARTICLE IX

##### CERTIFICATES OF OWNERSHIP and LIMITATIONS THEREON

SECTION 1. FORM: The first Board of Directors shall adopt a standard form of "Certificate of Beneficial Interest" to be issued by the association to its members, and thereafter such form shall not be changed, altered or amended.

SECTION 2. TRANSFER: The primary object of the association is to operate and maintain its property on a mutual and cooperative basis for the housing need of its members. To the fullest degree, all equity rights are deemed transferable, either absolutely or by way of pledge. The right of transferability is absolute in and to the unit owner subject to the control of the Board of Directors of the Association or the association itself. The method of transfer of unit ownership is more fully described in the Declaration of Condominium.

SECTION 3. LEASING AND SUBLEASING: The right to lease or sublease any of the units in the condominium property is only subject to the rules and regulations in effect and said lessees or sublessees shall be bound by the rules and regulations in effect during the period of their tenancy.

#### ARTICLE X

##### HOUSE RULES

In addition to other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the Condominium and units located therein, and the conduct of all residents thereof.

A. All condominium units shall be used for residential purposes only for the owners thereof and for their immediate families. They may not be used for any business or commercial use whatever.

B. Condominium unit owners shall not use or permit the use of the premises in any manner which would be disturbing or a nuisance to other

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PAGE 289

said owners, or in such a way as to be injurious to the reputation of said Condominium.

C. Any condominium unit may be inhabited by as many persons as its owner desires so long as it is consistent with existing law, these restrictions and does not constitute a nuisance.

D. No pets shall be permitted in any condominium unit or on any property of this condominium unless the approval of a majority of the Board of Directors, in writing, is first obtained.

E. Common walks and/or areas shall not be obstructed, littered, defaced, or misused in any manner.

F. No structural changes or alterations shall be made in any condominium unit except upon the approval of the Board of Directors.

G. Condominium unit owners shall be liable for any damage to the interiors of ~~same~~ and/or property of the Condominium association which shall be caused by said owner or such other persons for whose conduct the owner is legally responsible.

H. No signs shall be displayed in, on or upon any portion of said building by any occupant thereof.

I. Use of the common areas will be in such a manner as to respect the rights of other unit owners and will be controlled by regulations to be issued from time to time. The regulations will be reasonable and intended to enhance the enjoyment of the premises by the unit owners.

J. No radio or television antennas or any wiring for any purpose may be installed on the exterior of a building without the written consent of the Board of Directors.

K. The terraces, walkways and exterior stairways shall be used only for the purposes intended, and shall not be used for hanging garments or other objects or for cleaning of rugs or other household items.

L. No structural changes or alterations shall be made in any unit, except upon approval of the Board of Directors.

#### ARTICLE XI

##### DEFAULT

In the event an owner of a unit does not pay any sums, charges or assessments required to be paid to the association within thirty (30) days from the due date, the association, through its Board of Directors or Manager, may proceed to enforce the said assessment against the unit owner owing same in any manner provided for by the Condominium Act, and may foreclose the lien encumbering the condominium unit created by the nonpayment of the required moneys.

##### SECTION 1. JOINT-OWNERSHIP:

A. Any Certificate of Beneficial Interest may be owned by more than one owner, either as joint tenants with rights of survivorship, as tenants by the entirety, or as tenants in common, but in such event, that all of the owners of such certificate shall be entitled collectively to only one voice or ballot in the management of the affairs of the association and the vote of such certificate may not be divided between plural owners of a single certificate. If the owners of any such certificates are unable to agree upon their ballot upon

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any subject at any meeting, they shall lose their right to vote on such subject but if all of the owners of any such certificate shall not be present at the meeting, either in person or by proxy, the one or ones so present may cast the vote of all such owners.

#### ARTICLE XII

##### AMENDMENT

These restrictions and By-Laws may only be altered, amended or added to at a duly called meeting of the members, provided, (1) That the notice of meeting shall contain a full statement of the proposed amendment, and (2) That the quorum requirement for such purpose shall be a majority of the unit owners. A three-fourths(3/4) vote of all persons attending will be required on order to amend these restrictions and By-Laws.

#### ARTICLE XIII

##### 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, whenever 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 provision of this instrument shall, nevertheless, be and remain in full force and effect.

#### ARTICLE XIV

##### ARBITRATION

SECTION 1. Any question arising concerning the construction of any of the By-Laws set forth herein or the action on the part of the Board of Directors, with reference to any of the duties and responsibilities placed upon said Board of Directors, the aggrieved member shall have the right to have the dispute in question arbitrated pursuant to the terms and conditions of the Florida Arbitration Code, Florida Statute 57, et seq.

SECTION 2. Every condominium parcel owner has signified his intention to have the decision of the arbitrators made a rule of court (pursuant to Florida Statute 57.02) by signing his individual warranty deed and accepting his Certificate of Beneficial Interest from the Association.

#### ARTICLE XV

##### MISCELLANEOUS

SECTION 1. The property and facilities of the Association shall at all times be restricted in use to the Association members and their guests.

SECTION 2. Under no circumstances shall Association property be leased or operated for profit.

SECTION 3. Each unit owner shall have the right of use of a designated parking space, said designation to be made by the original developer and builder at the time of the sale of the condominium unit to the owner. The use of the designated parking space shall be vested in the unit owner to whom said space has been assigned, his successors or assigns. In addition thereto the Developer will have the

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right to designate additional parking spaces to the unit owner if it appears advisable to the Developer.

SECTION 4. All mechanical repairs in the parking area are prohibited including changing oil or other lubrication, none of which shall be permitted.

SECTION 5. No boat trailers nor any other trailer is to be parked or permitted in the parking areas.

OFF REC: 5902 PAGE 252

# STIRLING WEST CONDOMINIUM, INC.

PLANNED BY  
SCHEIDT & BROWN ASSOC. INC.  
1000 W. WASHINGTON ST. SUITE 100  
CHICAGO, ILL. 60601

REC. 5302 PAGE 203

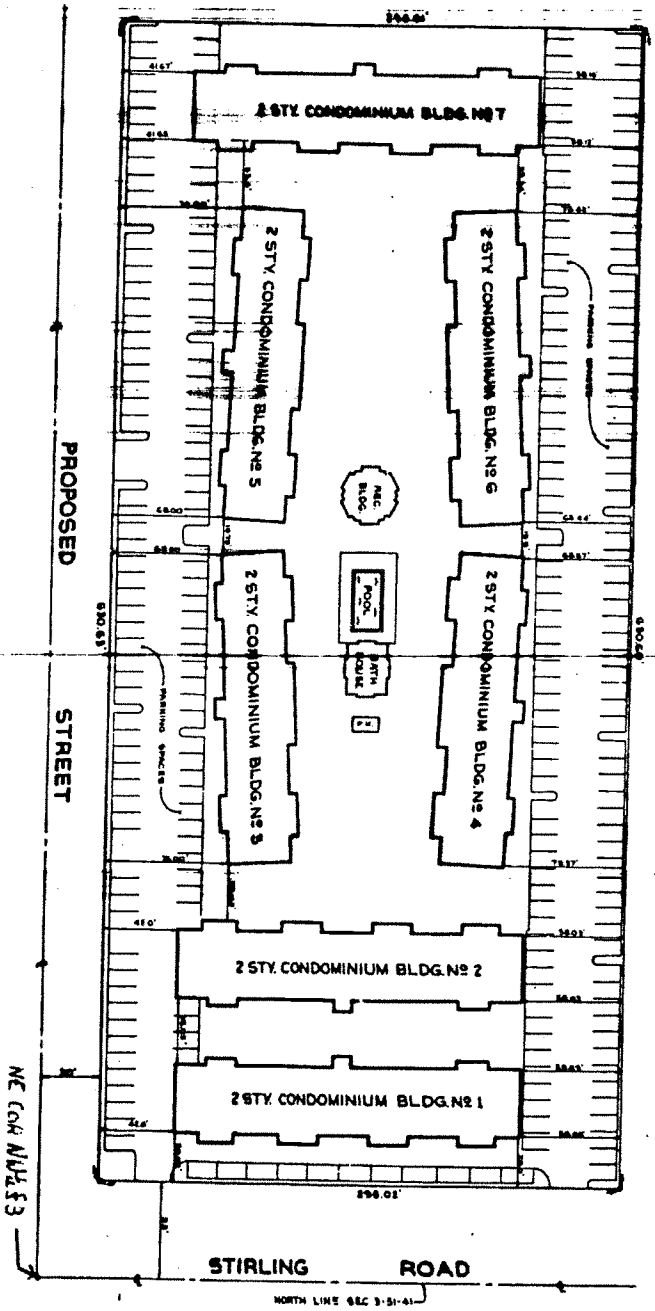
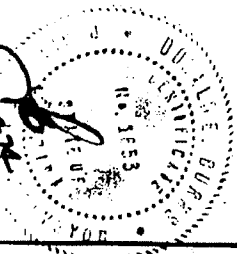


EXHIBIT - 1

SHEET 1 OF 16 SHEETS



# STIRLING WEST CONDOMINIUM, INC.

OFF. 5902 PAGE 294

PREPARED BY  
SCHWIBBE - SMITH ARCHITECTS, INC.

## LEGAL DESCRIPTION:

The North one-half of that portion of Tract 17 of A.J. BENDLER SUBDIVISION is Section 3, Township 31 South, Range 41 East, according to the Plat thereof, recorded in Plat Book 1 at Page 27 of the Public Records of Dade County, Florida that lies South of a line 53 feet South of and parallel to the North line of said Section 3, lying and being in Broward County, Florida, less and excepting therefrom the East 30 feet of Tract 17.

## SURVEYOR'S CERTIFICATE:

The undersigned, a surveyor, duly authorized to practice under the laws of the State of Florida, hereby certifies that this plot plan and the wording in the Declaration of Condominium to which this plan is attached is a correct representation of the existing improvements and there can be determined therefrom the identification, location, dimensions and size of the Common Elements, Limited Common Elements and each Apartment.

By  Vice President  
Donald E. Burns  
Registered Land Surveyor #1853  
State of Florida  
7-6-74

## NOTES:

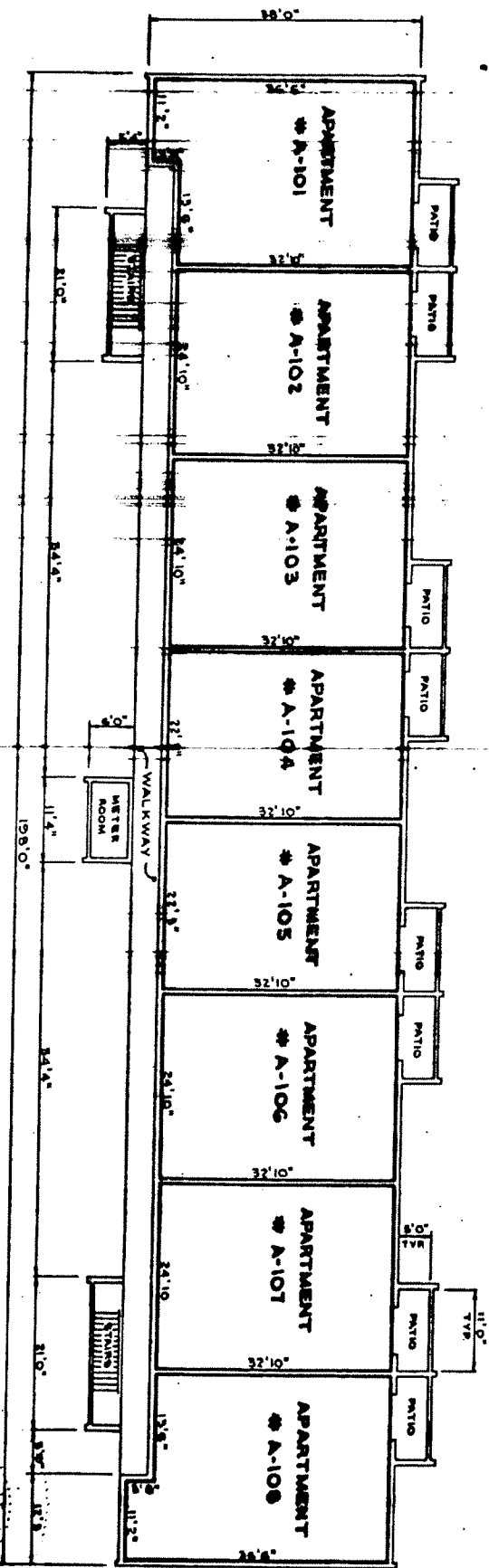
1. Elevations shown on the attached plans are in feet and refer to U.S.C. and G.S. Datum (MSL).
2. These plans and elevations are compiled from plans and data supplied by J.J. Gaston Rivero, Architect, entitled "STIRLING WEST CONDOMINIUM, INC." and supplemented by actual field surveys.
3. Each "APARTMENT" is composed of the area bounded by the ceiling, floor and perimeter walls as shown on this exhibit.
4. Dimensions shown in individual units are to the unfinished, undecorated surfaces of the ceiling, floor and perimeter walls.
5. Factors shown on this exhibit are "Limited Common Elements". (Refer to the Declaration of Condominium for a detailed description).
6. All bearing walls, columns and/or partitions are parts of the Common Elements regardless of their location.
7. All lands and all portions of the Condominium not contained in the limits of an "APARTMENT" or a "Limited Common Element" constitute part of the "Common Elements".

# STIRLING WEST CONDOMINIUM, INC.

SCHWEPKE-SHISKIN & ASSOC. INC.  
 LAND SURVEYORS - ENGINEERS - LAND PLANNERS  
 MIAMI, FLORIDA  
 ORDER NUMBER: JAN. 1974



OFF. 5902 PAGE 295  
 REC.

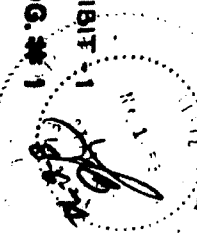


## 1ST FLOOR PLAN

CEILING ELEV. - 16.04  
 FLOOR ELEV. - 8.34

EXHIBIT - 1  
 BLDG. # 1

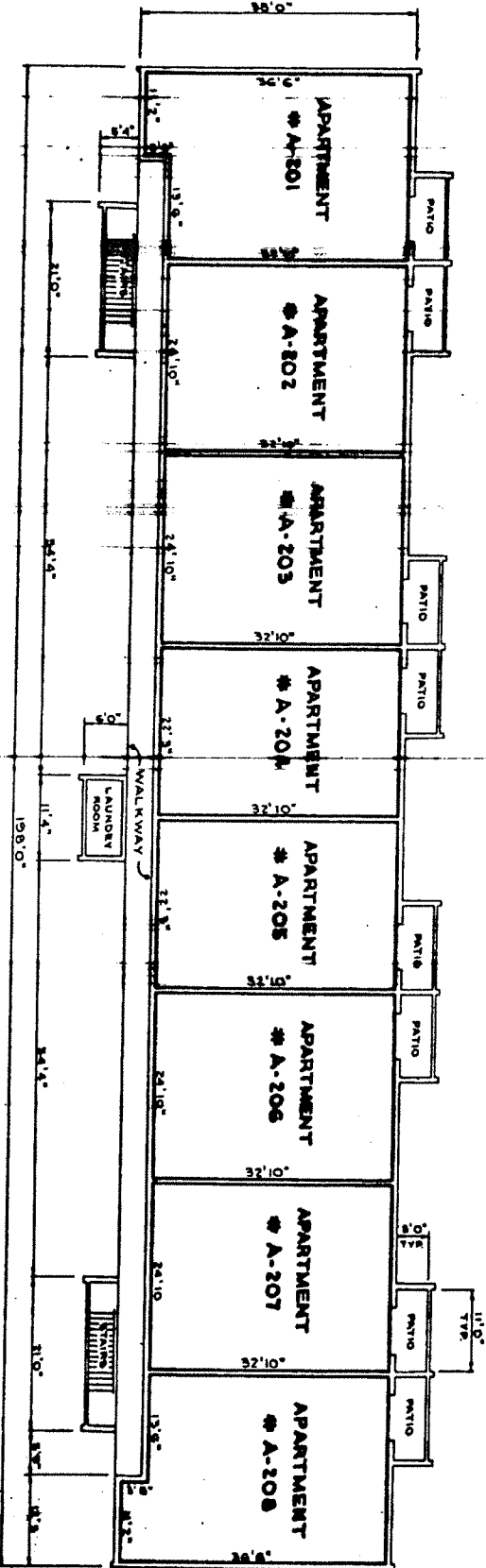
SHEET 3 OF 18 SHEETS



# STIRLING WEST CONDOMINIUM, INC.

OFF. 5902 PAGE 296  
REC. 5902 PAGE 296

**SCHWENK - SHISKIN & ASSOCIATES**  
 LAND SURVEYORS - ENGINEERS - ARCHITECTS  
 1000 N. 10TH ST. SUITE 200  
 DENVER, COLORADO 80202  
 JAN. 1974  
DRAWING SCALE



## 2ND FLOOR PLAN

CEILING ELEV. - 24.25  
FLOOR ELEV. - 15.88

EXHIBIT - 1  
 BLDG. # 1  
 SHEET 4 OF 16 SHEETS



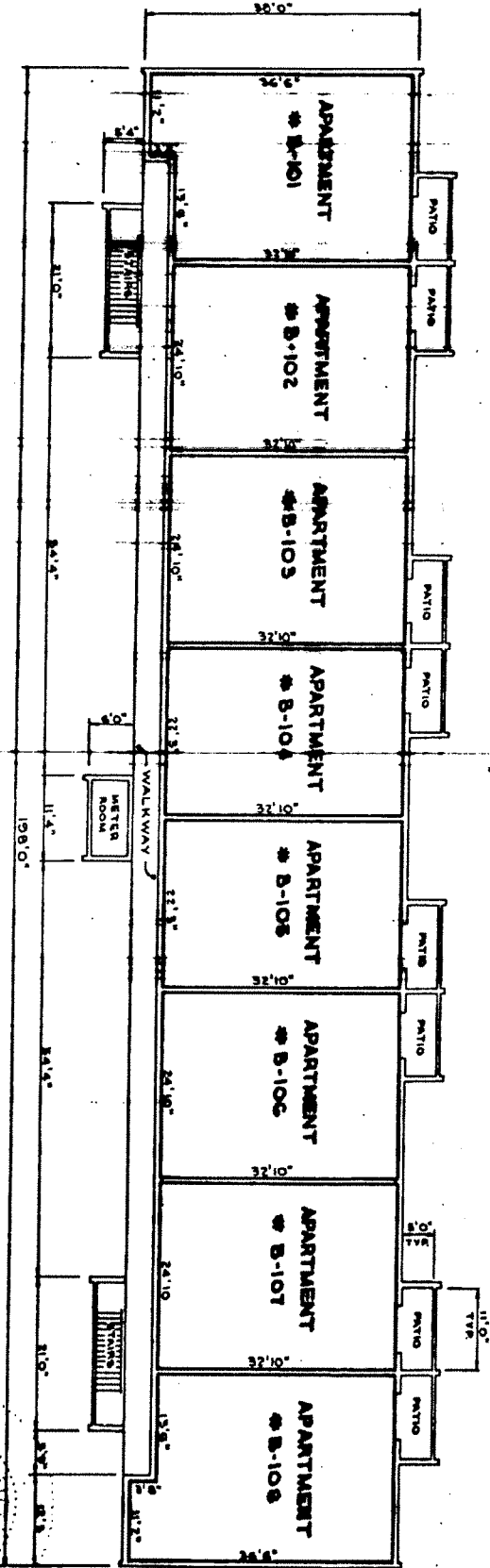


# STIRLING WEST CONDOMINIUM, INC.

OFF REC 5902 PAGE 297

SCHWENKE - SHISKIN & ASSOCIATES  
 LAND SURVEYORS - ENGINEERS - ARCHITECTS  
 MINN. PLAN. NO. 0000000000 JAN. 1974

GRAPHIC SCALE



## 1st FLOOR PLAN

CEILING ELEV. - 10.64  
 FLOOR ELEV. - 8.87

EXHIBIT 1  
 BLDG. # 2

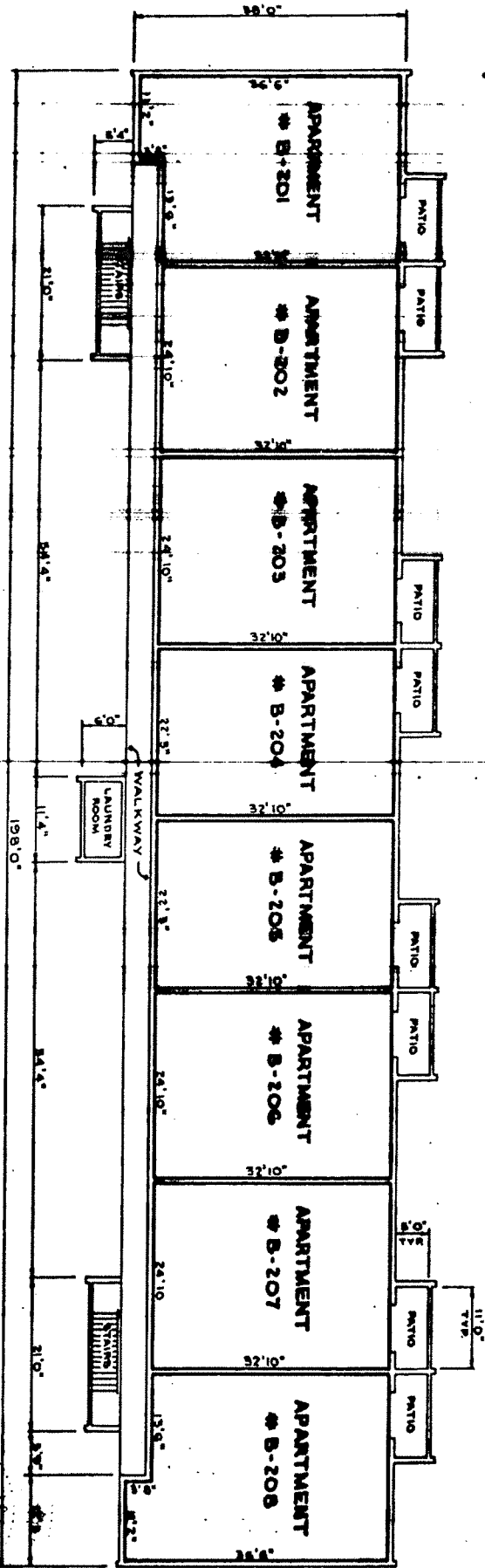
SHEET 5 OF 18 SHEETS

# STIRLING WEST CONDOMINIUM, INC.

OFF. 5902 PAGE 298

**SCHWENK - SHISKIN & ASSOC., INC.**  
 LAND SURVEYORS & ENGINEERS & LICENSED ARCHITECTS  
 1000 N. W. 10th St., Suite 1000  
 Miami, Florida 33136  
 PH. 305-371-1100

BRASSING KILLS



## 2ND FLOOR PLAN

CEILING ELEV. = 25.14  
 FLOOR ELEV. = 17.08

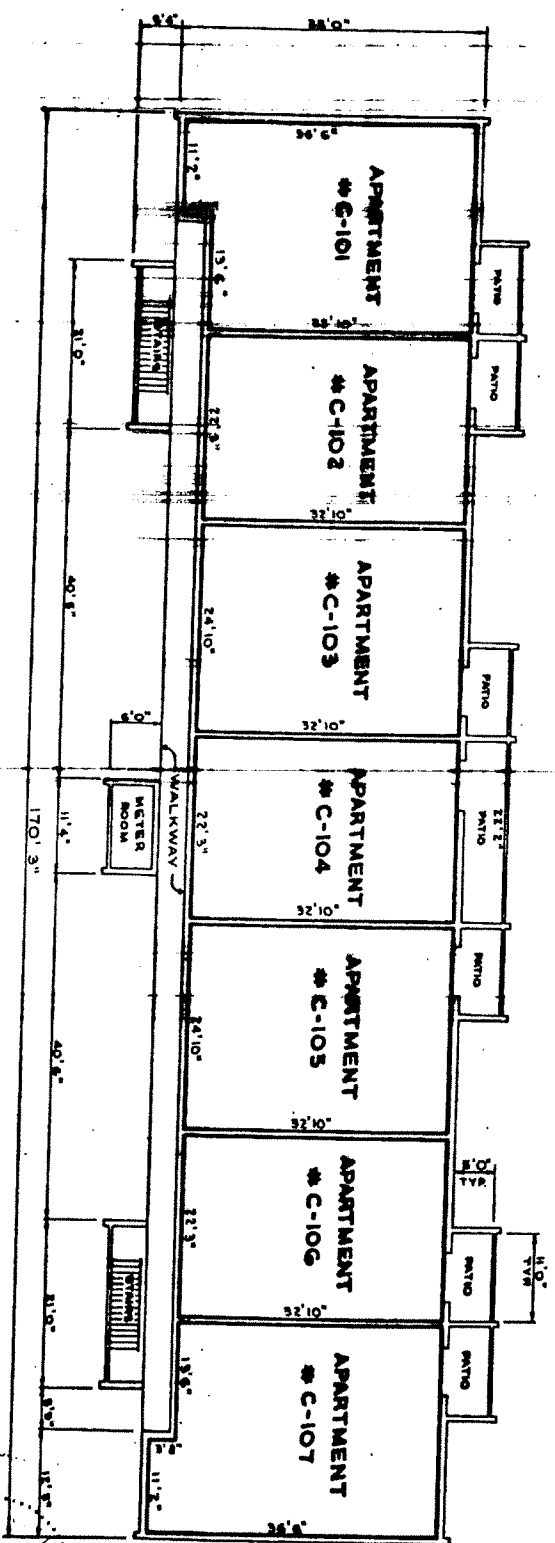
EXHIBIT -1  
 BLDG. # 2

SHEET 6 OF 18 SHEETS

# STIRLING WEST CONDOMINIUM, INC.

DEF. 5902 PAGE 299

**SCHWENKE-SHISKIN & ASSOCIATES**  
 LAND SURVEYORS & ENGINEERS & LAND PLANNERS  
 MIAMI, FLORIDA  
 ORDER NO. 10108 JAN. 1972

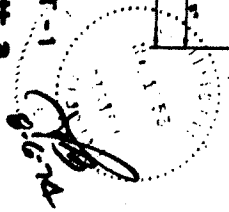


## 1st FLOOR PLAN

CEILING ELEV. - 10.08  
 FLOOR ELEV. - 9.68

EXHIBIT - 1  
 BLDG. # 3

SHEET 7 OF 16 SHEETS

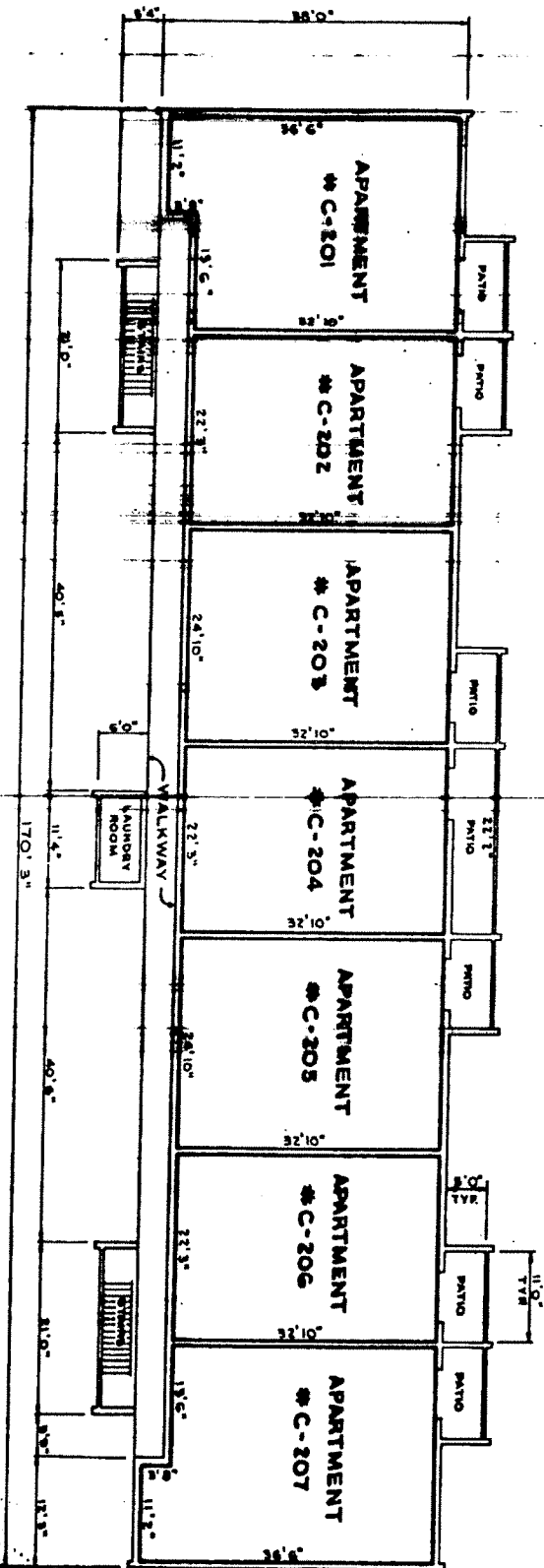


# STIRLING WEST CONDOMINIUM, INC.

DEF. REC. 5902 PAGE 300

SCHWESKE & SHISKIN & ASSOC. INC.  
 LAND SURVEYING & ENGINEERING & LAND PLANNING  
 MIAMI, FLORIDA  
 OSWALD NELSONS 2001 1996

GRAPHIC SCALE



## 2ND FLOOR PLAN

CEILING ELEV. = 28' 10"  
 FLOOR ELEV. = 17' 10"

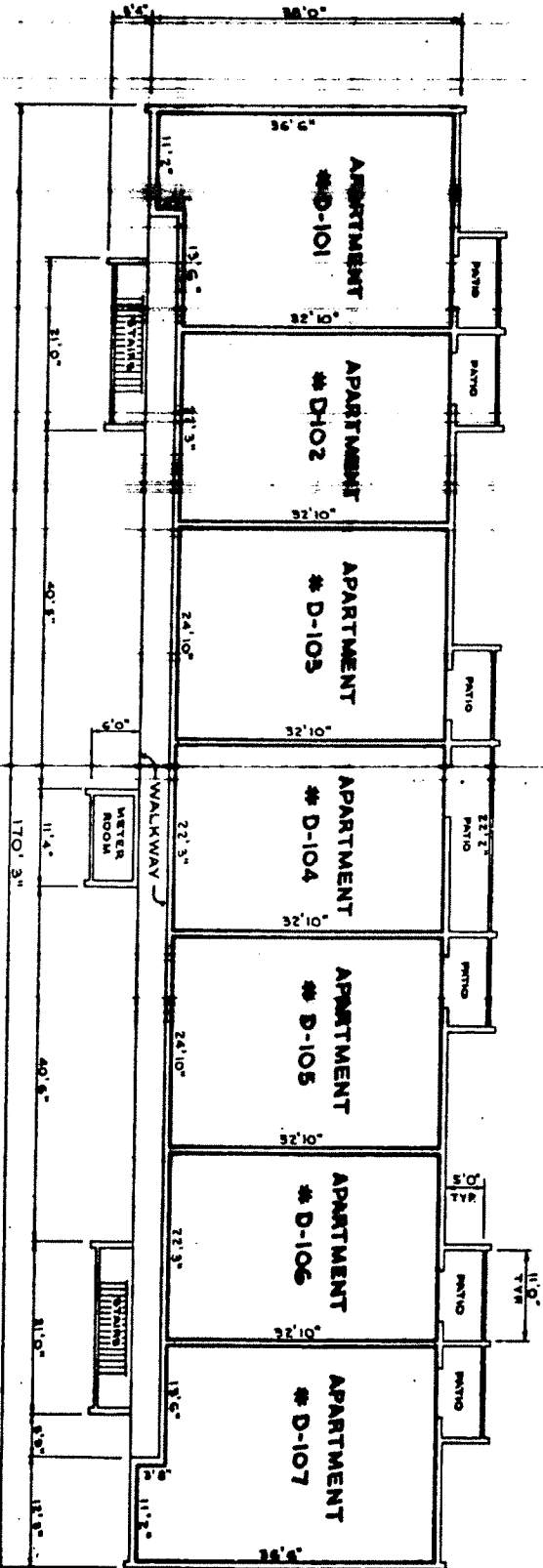
EXHIBIT - 1  
 BLDG. # 3  
 SHEET 9 OF 16 SHEETS

# STIRLING WEST CONDOMINIUM, INC.

REC. 5902 PAGE 301

SCHWEIKE-BHISKIN & ASSOC., INC.  
 LAND SURVEYORS & ENGINEERS - LAND PLANNERS  
 MIAMI, FLORIDA  
 ORDER NUMBER: JAN. 1974

GRAPHIC SCALE



## 1<sup>ST</sup> FLOOR PLAN

CEILING ELEV. = 16.85  
 FLOOR ELEV. = 8.82

EXHIBIT - 1  
 BLDG. # 4

SHEET 2 OF 18 SHEETS

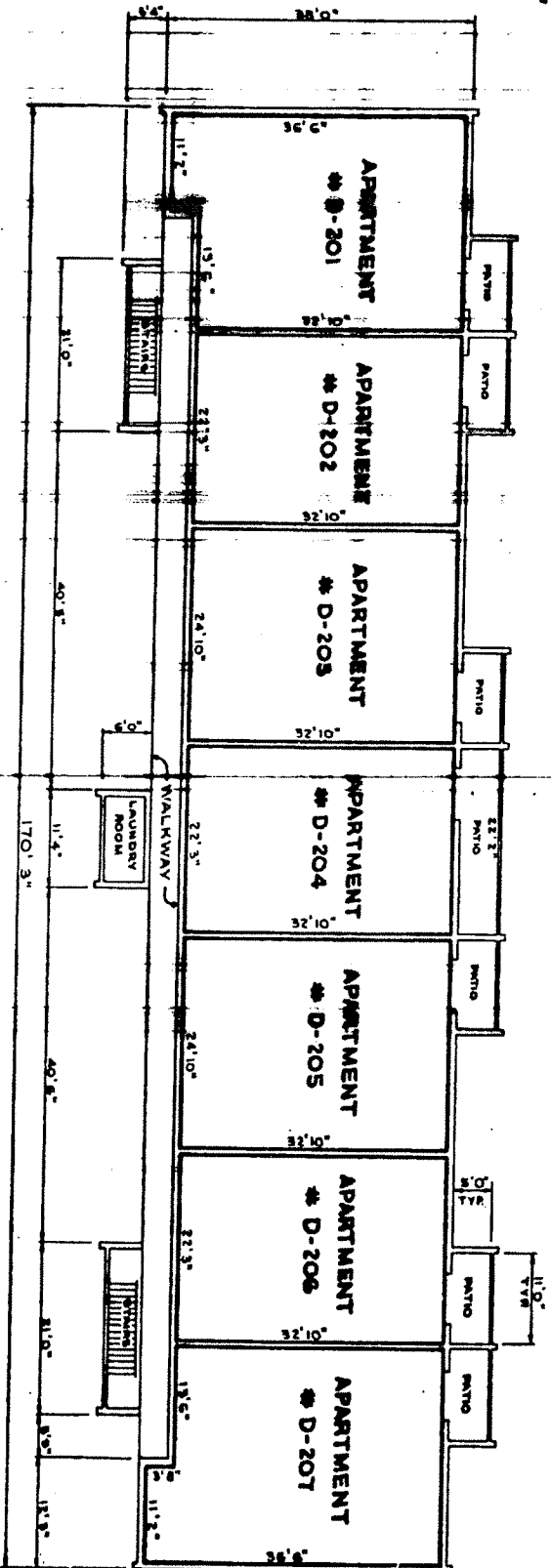


# STIRLING WEST CONDOMINIUM, INC.

REF. 5902 PAGE 302

SCHWENKE-SHISKIN & ASSOC. INC.  
LAND SURVEYORS & ENGINEERS - LAND DEVELOPERS  
MINNAPLUS, INC. ORDER NO. 1010101010 JAN. 1974

GRAPHIC SCALE



## 2ND FLOOR PLAN

CEILING ELEV. = 25.00  
FLOOR ELEV. = 16.00

EXHIBIT - 1  
BLDG. # 4

*[Handwritten signature]*

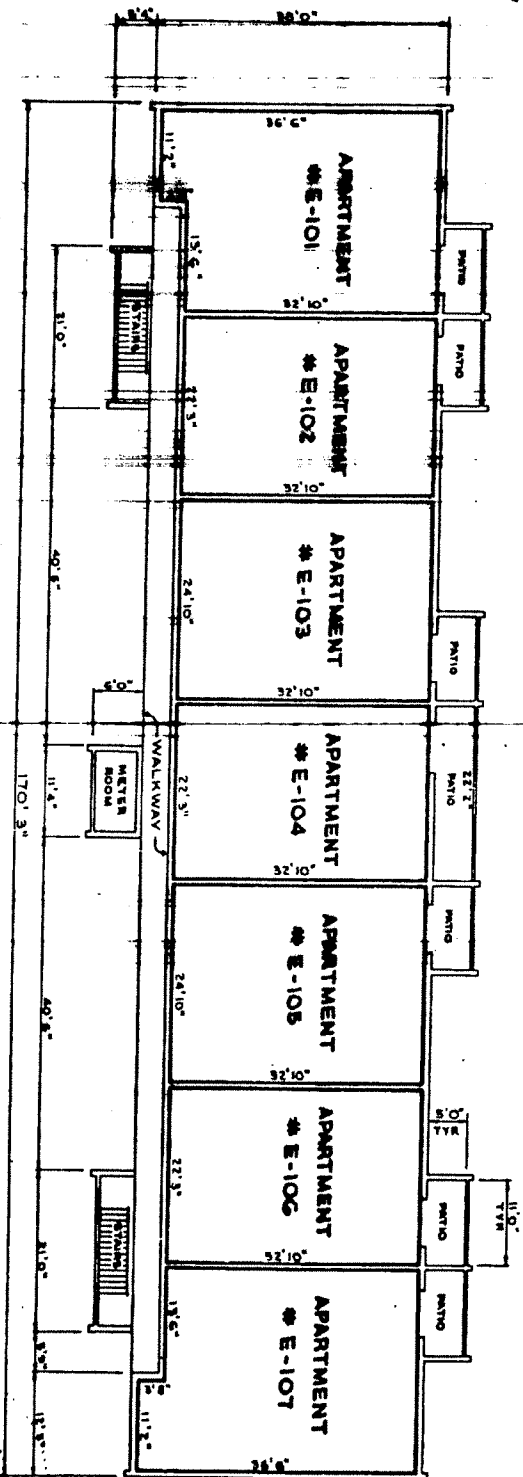
SHEET 10 OF 10 SHEETS

# STIRLING WEST CONDOMINIUM, INC.

OFF. REC. 5902 PAGE 303

SCHWENKE-SHISKIN & ASSOC., INC.  
 LAND SURVEYORS - ENGINEERS - LAND PLANNERS  
 MIAMI, FLORIDA  
 ORDER NO. 110316 JAN. 1974

GRAPHIC SCALE



## 1st FLOOR PLAN

CEILING ELEV. - 10.03  
 FLOOR ELEV. - 9.31

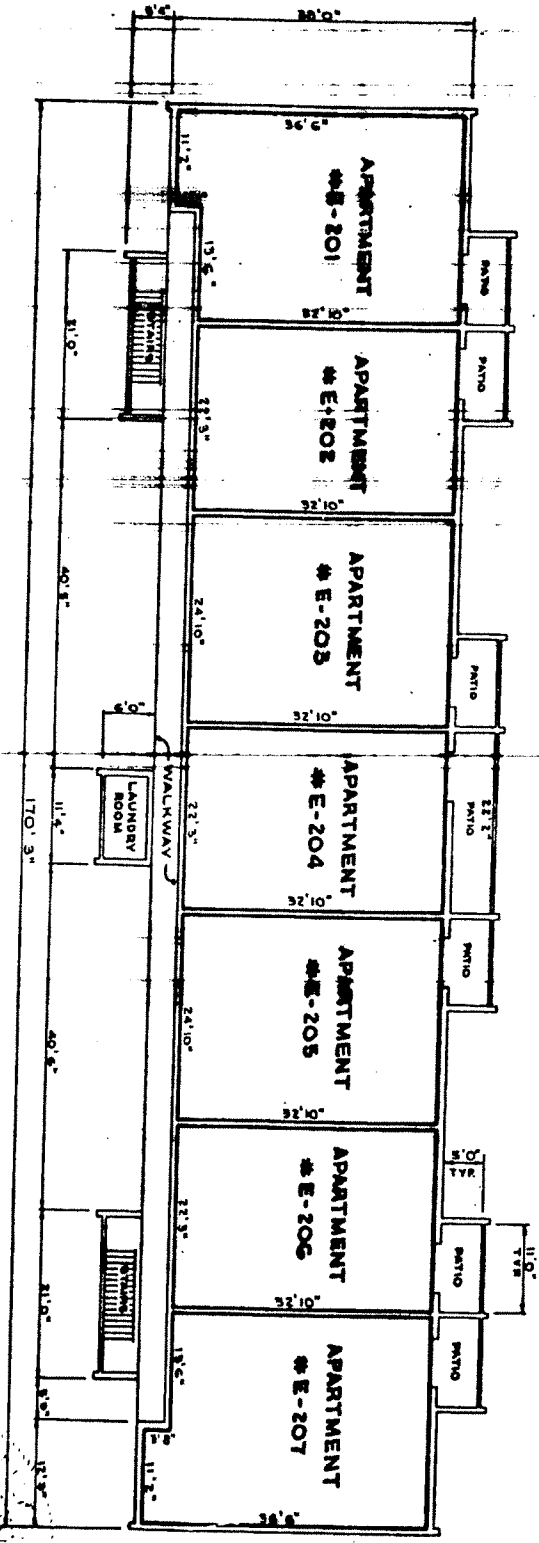
EXHIBIT - 111  
 BLDG. # 5

SHEET 11 OF 16 SHEETS

# STIRLING WEST CONDOMINIUM, INC.

OFF REC: 59 02 PAGE 304

SCHWESKE-SHISKIN LAGOD INC  
 LAND SURVEYORS - ENGINEERS - LAND SURVEYORS  
 MIAMI, FLORIDA OFFICE: 11100 BAY DR. SUITE 1000  
 JAN. 1974



## 2ND FLOOR PLAN

CEILING ELEV. = 28.13  
 FLOOR ELEV. = 17.08

EXHIBIT - 1  
 BLDG. # 5

SHEET 12 OF 18 SHEETS

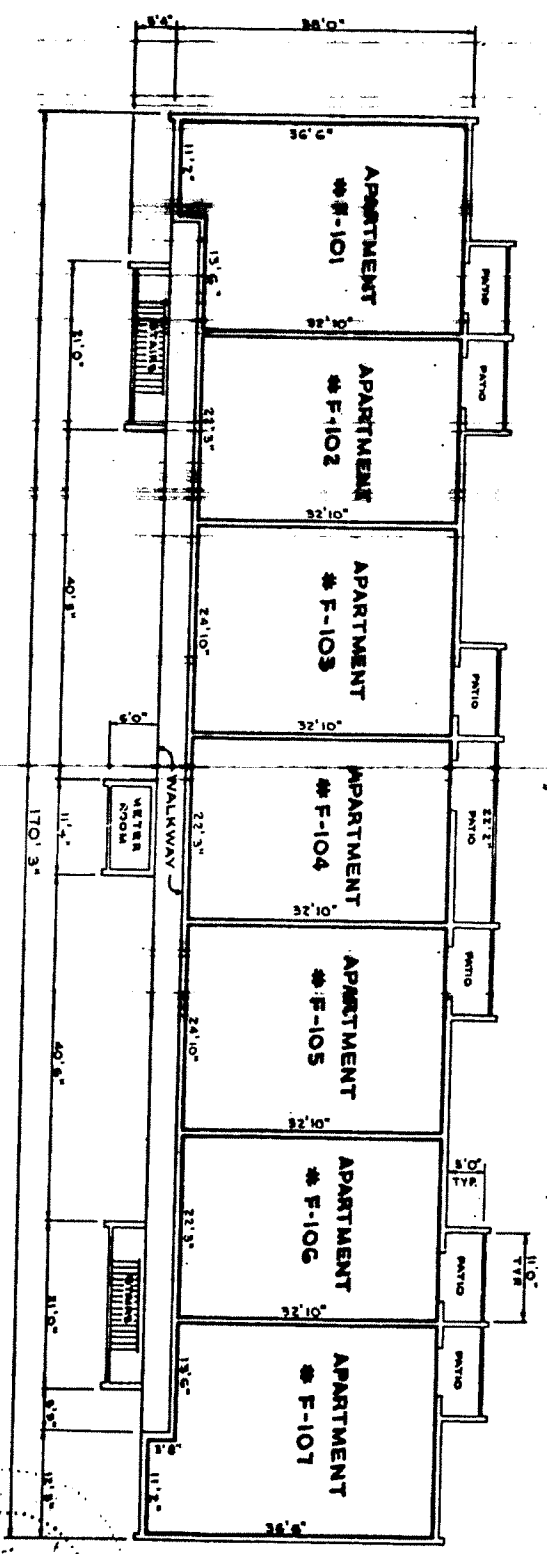


# STIRLING WEST CONDOMINIUM, INC.

REC. 5902 PAGE 305

SCHWEMME-SHISKIN ASSOC. INC.  
 LAND SURVEYORS - ENGINEERS - LAND PLANNERS  
 MIAMI, FLORIDA  
 OPEN RECORDS JAN. 1974

GRAPHIC SCALE



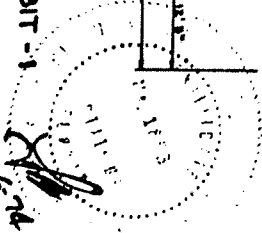
## 1st FLOOR PLAN

CEILING ELEV. = 16.59  
 FLOOR ELEV. = 8.33

EXHIBIT - 1

BLDG. # 6

SHEET 13 OF 18 SHEETS

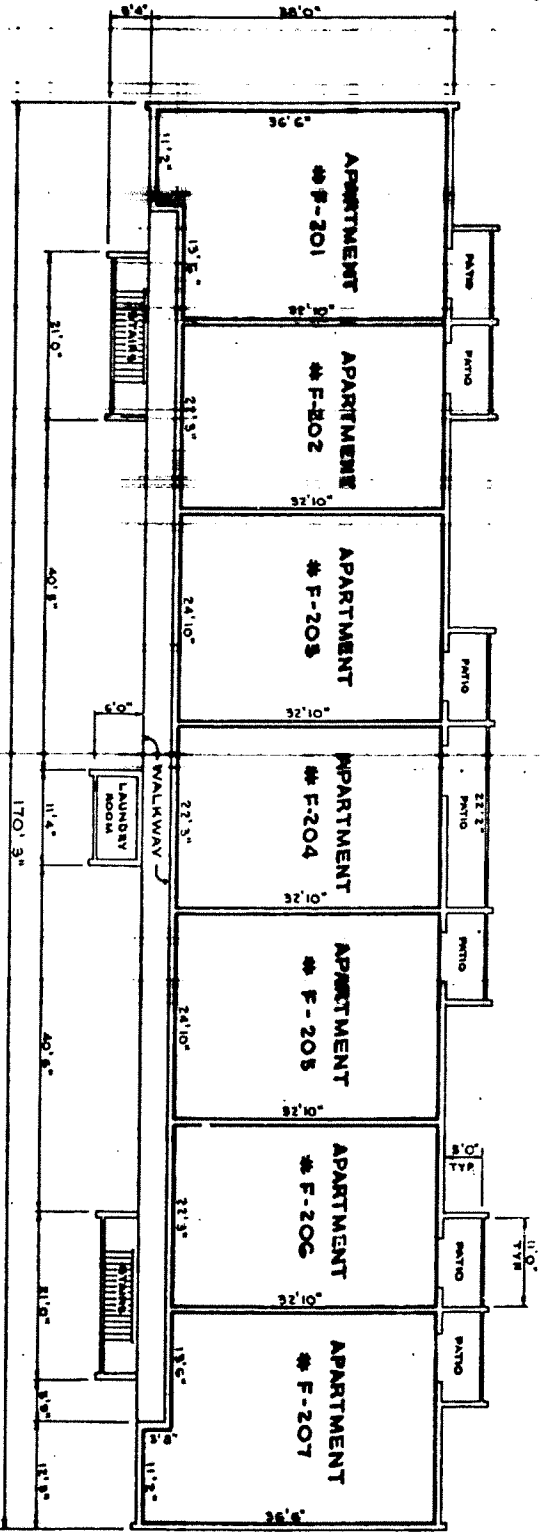


# STIRLING WEST CONDOMINIUM, INC.

OFF. REC. 5902 PAGE 306

SCHWENK - SHISKIN & ASSOC., INC.  
 LAND SURVEYORS & ENGINEERS - LAND PLANNERS  
 MIAMI, FLORIDA ORDER NO. 10308 JAN. 1974

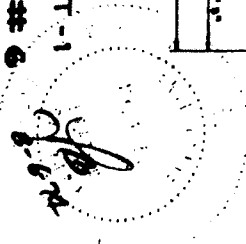
GRAPHIC SCALE



## 2ND FLOOR PLAN

CEILING ELEV. = 25.03  
 FLOOR ELEV. = 17.91

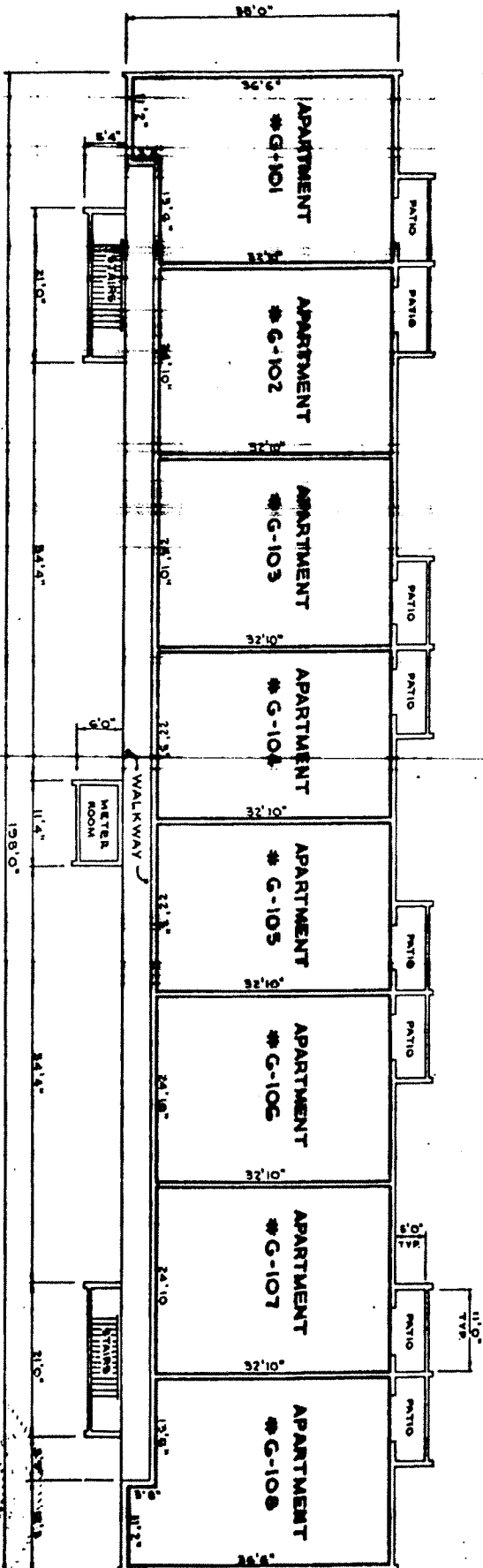
EXHIBIT - 1  
 BLDG. # 6  
 SHEET 14 OF 18 SHEETS



# STIRLING WEST CONDOMINIUM, INC.

SCHWESER - SHISKIN & ASSOC. INC.  
 LAND SURVEYORS - ENGINEERS - LAND PLANNERS  
 1100 N. W. 10TH AVENUE, SUITE 100  
 MIAMI, FLORIDA 33136

GRAPHIC SCALE

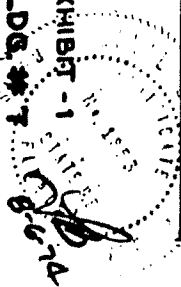


## 1st FLOOR PLAN

CEILING ELEV. = 16.37  
 FLOOR ELEV. = 9.37

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EXHIBIT - 1  
 BLDG. # 7  
 SHEET 15 OF 16 SHEETS

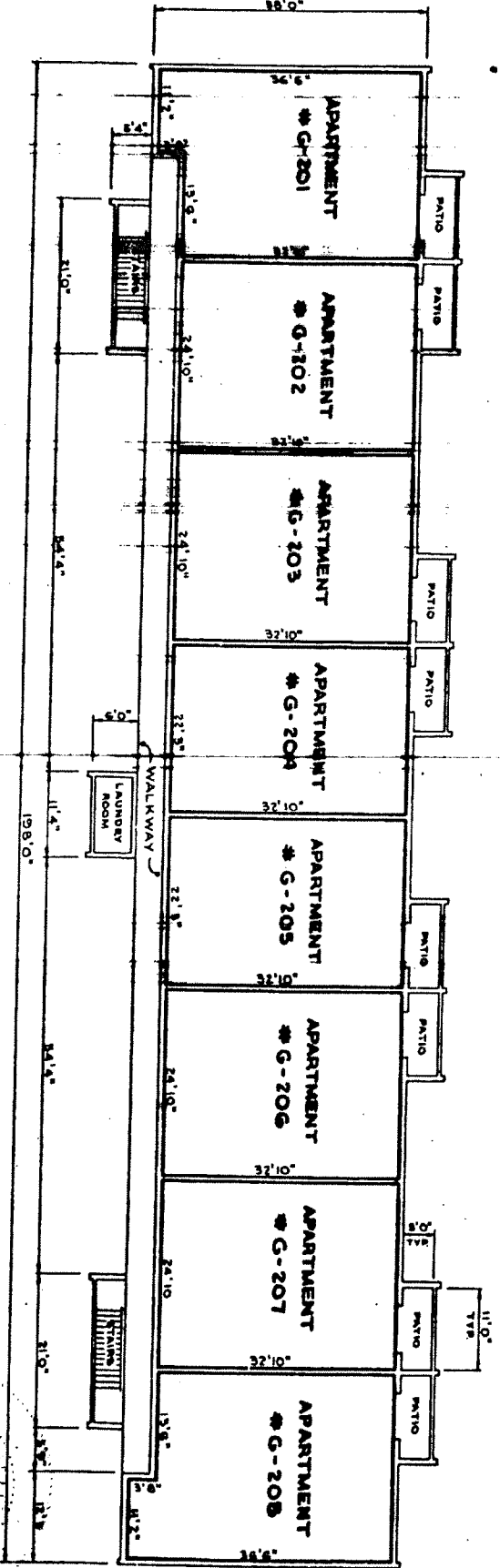


# STIRLING WEST CONDOMINIUM, INC.

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SCHWESKE - SHISKIN & ASSOCIATES  
 LAND SURVEYORS - ENGINEERS - ARCHITECTS  
 MISSOURI, ILLINOIS  
 OFFICE MISSOURI SPRING, ILLINOIS

GRAPHIC SCALE



## 2<sup>ND</sup> FLOOR PLAN

CEILING ELEV. - 33'-07"  
 FLOOR ELEV. - 16'-22"

EXHIBIT - 1  
 BLDG. # 7

SHEET 16 OF 18 SHEETS

*[Handwritten signature]*

# STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby  
certify that the following is a true and correct copy of

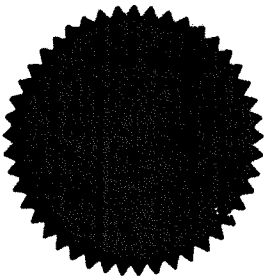
**CERTIFICATE OF INCORPORATION**

OF

STIRLING WEST CONDOMINIUM, INC.

a corporation not for profit organized and existing under the Laws of the State of  
Florida, filed on the 19th day of October, A.D., 19 73,  
as shown by the records of this office.

GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
19th day of October,  
A.D., 19 73.



*Richard (Dick) Stone*  
SECRETARY OF STATE

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

In pursuance of Chapter 49.091, Florida Statutes, the  
following is submitted, in compliance with said act:

First -- That STIRLING WEST CONDOMINIUM, INC.

desiring to organize under the laws of the State of FLORIDA

with its principal office, as indicated in the Articles of Incorporation

at City of HOLLYWOOD, County of BROWARD

State of FLORIDA has named NESTOR MORALES


located at 2279 SOUTHWEST 22nd STREET,  
(Street address and number of building  
Post office Box address not acceptable)

City of MIAMI County of DADE

State of Florida, as its agent to accept service of process within  
this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT )

Having been named to accept service of process for the  
above stated corporation, at place designated in this certificate,  
I hereby accept to act in this capacity, and agree to comply with  
the provision of said Act relative to keeping open said office.

  
(Resident Agent)

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OCT 19 8 50 AM '73  
FILED  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

STIRLING WEST CONDOMINIUM, INC.  
A Condominium Association

OCT 19 8 40 AM '73  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

We, the undersigned, acknowledge and file in the office of the Secretary of State of Florida, for the purpose of forming a non-profit corporation in accordance with the laws of the State of Florida, these Articles of Incorporation, as by law provided.

ARTICLE I

The name of the Corporation shall be STIRLING WEST CONDOMINIUM, INC., a Condominium Association, and the principal office shall be 7610 Stirling Road, Hollywood, Florida.

ARTICLE II

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

1. To form an "association" as defined in the "Condominium Act", Florida Statute, Chapter 711 of the State of Florida, and in conjunction therewith to operate in condominium, that certain property described as follows;

The North Half of Tract 17, Section 3, Township 51 South, Range 41 East, according to "A. J. BENDLE SUB.", recorded in Plat Book 1, Page 27 of the Public Records of Dade County, Florida, less that portion lying within 53 feet of the North line of said Section 3, and less the East 30 feet thereof deeded for road right-of-way. Said lands now being located in Broward County, Florida.

2. The association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein necessary to prevent damage to the common elements or to another unit or units.
3. The association shall have the power to make and collect assessments, and to lease, maintain, repair and replace the common elements.
4. The association shall maintain accounting records according to good accounting practices which shall be open to inspection by unit owners at reasonable times. Such records shall include:
  - a) A record of all receipts and expenditures.
  - b) An account for each unit which designate the name and address of the unit owner, the amount of the assessment, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due.

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- ~~e) The association must provide unit owners with written summaries of accounting records on at least an annual basis.~~
5. To operate, maintain, repair, improve and administer the condominium property, and to perform the acts and duties desirable for condominium home management for the units and common elements.
  6. To establish a Declaration of Restrictions, Reservations, Conditions, Covenants and Easements of STIRLING WEST CONDOMINIUM, INC., and carry out the duties and obligations and receive the benefits given the association by that Declaration or by separate conveyance.
  7. To establish by-laws for the operation of the condominium property providing for the form of administration and rules and regulations for the governing the association.
  8. The association may contract for maintenances, management or operation of the condominium property.

To accomplish the foregoing purposes, the corporation shall have all corporate powers permitted under Florida law, including the capacity to contract, bring suit and be sued, and those provided by the "Condominium Act". No part of the income of this corporation shall be distributed to the members, directors and officers of the corporation.

#### ARTICLE III

Section 1: All unit owners of a condominium parcel shall automatically be members and shall receive a certificate of beneficial interest, certifying that they are unit owners and members. Their membership shall automatically terminate when they are no longer owners of a unit, and their certificates shall be cancelled.

Section 2: There shall not be more than one hundred and four (104) voting members at any time; the owner of a certificate of beneficial interest in the corporation shall be entitled to cast one (1) vote at all meetings of the members of the association. Annual and special assessments, when authorized, shall be assessed against the individual units in the proportion prescribed in the Declaration of Condominium.

#### ARTICLE IV

THIS corporation shall have perpetual existence.

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ARTICLE V

The names and residences of the subscribers are as follows;

BRAULIO ALVAREZ	556 Ocean Drive, Apt. 7-D Key Biscayne, Miami, Florida 33149
RAFAEL E. RODRIGUEZ	3010 S.W. 98th Avenue Miami, Florida 33165
NESTOR MORALES	2279 Southwest Twenty Second Street Miami, Florida 33145

ARTICLE VI

Section 1: The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) and not more than seven (7) persons.

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 to be held at 8:00 o'clock P.M. on the first tuesday in December of each year commencing the first tuesday in December, 1974. In the event of a vacancy, the elected directors may appoint an additional director to serve the balance of said year.

Section 3: All officers shall be elected by the Board of Directors in accordance with the By-laws at the regular annual meeting of the Board of Directors held on the first tuesday in December of each year, to be held immediately following the annual meeting of the Membership. The Board of Directors shall elect from among the members a President, Vice President, Treasurer and Secretary, and such other officers as it shall deem desirable, consistent with the corporate by-laws.

ARTICLE VII

The names of the officers who shall serve until the first election are as follows:

<u>NAME</u>	<u>TITLE</u>
RAFAEL E. RODRIGUEZ	PRESIDENT
BRAULIO ALVAREZ	VICE PRESIDENT SECRETARY & TREASURER

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ARTICLE VIII

The following three (3) persons shall constitute the first Board of Directors, and shall serve until the first election of the Board of Directors at the first regular annual meeting of the members:

<u>NAME</u>	<u>RESIDENCE</u>
BRAULIO ALVAREZ	550 Ocean Drive, Apt 7-D, Miami, Florida
RAFAEL E. RODRIGUEZ	3010 S.W. 98th Avenue, Miami, Florida
NESTOR MORALES	2279 S.W. 22nd Street, Miami, Florida 33145

ARTICLE IX

The by-laws of this corporation may be altered, amended or rescinded at any duly called meeting of the members provided that the notice of the meeting contains a full statement of the proposed amendment, a quorum is in attendance, and there be an affirmative vote of 3/4 of the qualified voting members of the corporation present at the meeting.

ARTICLE X

Section 1: Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by any four (4) of the voting members.

Such proposals shall set forth the proposed alteration, amendment or rescission, shall be in writing filed by the four (4) members, and delivered to the President not less than twenty (20) days prior to the membership meeting at which such proposal is voted upon. The Secretary shall give to each voting member notice setting out the proposed alteration, amendment or rescission and the time of the meeting at which such proposal will be voted upon, and such notice shall be given not less than ten (10) days prior to such meeting, and it shall be given in the manner provided in the By-laws, affirmative vote of seventy-five per cent (75%) of the qualified voting members of the corporation is 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.

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IN WITNESS WHEREOF, we have hereunto set our hands and

seals at Miami, Dade County, State of Florida, this 15<sup>th</sup> day of October  
1973.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Gloria L. Calderon

[Signature]  
RAFAEL E. RODRIGUEZ

[Signature]  
BRAULIO ALVAREZ

[Signature]  
NESTOR MORALES

STATE OF FLORIDA )  
COUNTY OF DADE ) ss:

On this day personally appears before me, the undersigned  
officer duly authorized to take acknowledgments, BRAULIO ALVAREZ,  
RAFAEL E. RODRIGUEZ and NESTOR MORALES, to me known and known to  
me to be the subscribers described in and who executed the foregoing  
Articles of Incorporation, and acknowledged before me that they executed  
the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal at Miami, Dade County,  
Florida, this 15<sup>th</sup> day of October 1973.

[Signature]  
Notary Public, State of Florida

My commission expires:

Notary Public, State of Florida at Large  
My commission expires Oct. 25, 1974  
Bonded by Transamerica Insurance Co.



RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
E. M. STROBEL  
COUNTY COMPTROLLER

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