

CERTIFICATE OF AMENDMENT
OF

NOB HILL AT WELLEBY CONDOMINIUM NO. 1, INC.
NOB HILL AT WELLEBY CONDOMINIUM NO. 2, INC.
NOB HILL AT WELLEBY CONDOMINIUM NO. 3, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declarations of Condominium and Articles of Incorporation and By-Laws, exhibits to the Declarations of Condominium of:

<u>CONDOMINIUM</u>	<u>O.R. BOOK</u>	<u>PAGE</u>
NOB HILL AT WELLEBY CONDOMINIUM NO. 1	11470	496
NOB HILL AT WELLEBY CONDOMINIUM NO. 2	12717	500
NOB HILL AT WELLEBY CONDOMINIUM NO. 3	16565	1

of the Public Records of Broward County, Florida were duly adopted in accordance with the Association Documents.

Wherefore, we have herein to set our hands and seals this 15th day of March, 1993.

NOB HILL AT WELLEBY CONDOMINIUM, INC.

By:

Print Name:

Attest:

Print Name:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of March, 1993, by Joseph G. DIMINIA, as President and WENDY NE-DAOR as Secretary of Nob Hill at Welleby Condominium, Inc., a Florida corporation, on behalf of the corporation, He or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

sign

print

State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 17, 1993
BONDED THRU GENERAL INS. UND.

LAW OFFICES

KAYE & ROGER, P.A. • 1500 WEST CYPRESS CREEK ROAD • SUITE 207 • FORT LAUDERDALE, FLORIDA 33309

TELEPHONE (305) 928-0680

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121.00
15.50
77.76

AMENDMENTS TO
THE DECLARATION OF CONDOMINIUM
OF
NOB HILL AT WELLEBY CONDOMINIUM NO. 1
AND THE BY-LAWS OF
NOB HILL AT WELLEBY CONDOMINIUM NO. 1, INC.

(additions indicated by underlining, deletions by "-----" and
unaffected language by ". . .")

TO THE DECLARATION OF CONDOMINIUM

. . .

ARTICLE 2: DEFINITIONS

As used in the Declaration of Condominium and Exhibits attached hereto, and all amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

. . .

2.2 "Association" or "Condominium Association" means NOB HILL AT WELLEBY CONDOMINIUM NO. 1, INC., a Florida corporation not for profit, said Association being the entity responsible for the operation of the Condominium Property and this Condominium.

. . .

ARTICLE 7: MAINTENANCE AND ALTERATION OF UNITS

7.1 Units. All maintenance, repairs and replacements ~~of, in or to~~ any Unit and Limited Common Elements appurtenant thereto, whether structural or non-structural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment (whether located inside or outside the unit), fixtures and outlets, appliances, carpets and other floor covering, all interior surfaces and the entire interior of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

7.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than Limited Common Elements as provided above) shall be performed by the Master Association ~~unless otherwise delegated to the Condominium Association, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense,~~ except to the extent arising from or necessitated by the negligence or misuse of specific Unit Owners in the opinion of the Board, in which case such cost and expense shall be paid solely by such Unit Owners.

. . .

ARTICLE 13: INSURANCE

Insurance (other than title insurance which may be carried upon the Condominium Propertyies and the property of the Unit Owners) shall be covered by the following provisions:

. . .

13.2 Authority of Association to Purchase as Named Insured. All insurance policies upon the Condominium Propertyies

shall be purchased by the Association ~~or the Master Association if it elects to do so~~, with itself and/or themselves as the named insured. In addition, in the case of insurance covering damage to the Building and appurtenances, the Association and the Master Association shall also be the named insured as agent for Unit Owners, without naming them, and their interest may appear. Provisions shall be made for the issuance of certificates of insurance and mortgagee endorsements. The casualty insurance policy upon the Condominium Property shall contain or have attached a standard mortgage clause designating all holders of first mortgages upon the Condominium Property or any part thereof or interest therein, without naming such holders.

ARTICLE 23: AMENDMENT

23.1 Declaration of Condominium. Except as set forth in Article 25 and as herein otherwise provided, amendments to this Declaration shall be adopted as follows:

. . . .

(b) Resolution. A resolution adopting and approving a proposed amendment shall be proposed, adopted and approved by the Board, and after being proposed, adopted and approved by the Board, it must be adopted and approved by the ~~members~~ unit owners. Directors and Unit Owners not present at the meeting considering the amendment may approve and adopt same in writing. Such proposals, adoptions and approvals must be by a vote of not less than fifty-one (51%) percent of the Unit Owners entitled to vote, except as to an amendment altering the percentages of ownership in the Common Elements or the voting rights of any of the Owners of the Condominium, any of which shall require the approval of one hundred percent (100%) of the Owners, except as provided for in ARTICLE 4.5.

. . . .

TO THE BY-LAWS

ARTICLE 1: NAME AND PRINCIPAL OFFICE

1.1 The name of the corporation shall be NOB HILL AT WELLEBY CONDOMINIUM NO. ~~1~~, INC.

. . . .

ARTICLE 2: PURPOSES

This eCorporation is organized for the following purposes:

. . . .

2.2 For the purpose of operating, governing, administering and managing the property and affairs of the Condominium known as NOB HILL AT WELLEBY CONDOMINIUM NO. 1, NOB HILL AT WELLEBY CONDOMINIUM NO. 2 and NOB HILL AT WELLEBY CONDOMINIUM NO. 3.

. . . .

ARTICLE 3: DEFINITIONS

For convenience, these By-Laws shall be referred to as "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have

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the same definition and meaning as those set forth in the Declarations of Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4: MEMBERS

4.1 Membership. Except as otherwise provided, membership in the Corporation is limited to owners of the Condominium Units. Membership is automatically conferred upon acquisition of a Condominium Unit, as evidenced by the filing of a deed to such Unit, or as provided in the Declarations for transfer of membership upon the death of a Unit Owner. Membership is an incident of ownership and is not separately transferable.

...

4.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be sent by certified mail, return receipt requested, to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting, proof of posting shall be given by Affidavit, and proof of mailing of the notice shall be given by retention of post office receipts.

4.5 Quorum. A quorum at Unit Owners members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast in excess of 50% of the total votes of members in good standing.

4.6 Voting.

...

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declarations, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the total votes of Unit Owners members and not a majority of the Unit Owners members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declarations or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

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ARTICLE 5: DIRECTORS

5.1 Membership. The affairs of the Corporation shall be governed by a Board of Directors which Board will consist of not less than ~~five (5)~~ four (4) nor more than ten (10) persons, except that the first Board of Directors shall consist of three (3) persons who need not be members of the Association. With the exception of the first Board of Directors, Directors must be Unit Owners. Each Condominium shall elect from its Membership, a minimum of one (1) delegate to the Board of Directors. The Membership of the three (3) Condominiums shall elect one individual to serve as the "at large" delegate.

5.3 Vacancies and Removal.

(b) Any Director elected by the mMembers (other than the Developer) may be removed by concurrence of a majority of the votes of the mMembers at a special meeting of mMembers called for that purpose. The vacancy in the Board of Directors so created shall be filled by the mMembers at the same meeting. The conveyance of all Units owned by a Director in a the Condominium (other than appointees of the Developer) shall constitute the resignation of such Director. Subject to the provisions of Florida Statute Section 718.301, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Unit Owners. A special meeting of the Unit Owners to recall a mMember or mMembers of the Board of Directors may be called by ten (10%) percent of the Unit Owners of that condominium which elected said Board Member giving notice of the meeting as required by a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

5.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meeting of the Board of Directors shall be posted conspicuously on the Condominium Propertyies, to include an agenda of the matters to be discussed, at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

5.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. . . Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium Propertyies at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that ~~Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting.~~

5.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declarations, the Articles or these By-Laws.

5.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominiums during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of

the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium or (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Propertyies.

ARTICLE 6: POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

6.1 The Corporation shall have all powers granted to it by law, the Declarations of Condominium to which these By-Laws are attached, the Condominium Act, as the same may be amended from time to time, and the Article of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declarations of Condominiums these By-Laws, or by law; and the aforementioned powers of the corporation shall include but not be limited to the following:

. . . .

(e) The power to insure and keep insured the buildings and improvements of the condominium as provided for and limited by the Declarations.

. . . .

(h) The power to contract for the management and maintenance of the condominium propertyies and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the association for such purposes. The Association and its officers shall, however, retain at all times the power and duties granted by the condominium documents and the Condominium Act including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the association.

. . . .

(k) The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declarations of Condominium, and the regulations duly promulgated by the Corporation.

. . . .

(n) The power to deal with and approve or disapprove of all conveyances as provided for under the terms of the Declarations and pursuant thereto.

. . . .

(q) The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and in the Declarations of Condominium to which these By-Laws are attached.

. . . .

ARTICLE 7: OFFICERS

7.2 Duties of Officers.

. . . .

(e) The Treasurer shall:

. . . .

(2) Receive such monies as shall be paid into his hands for the account of the Corporation, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the corporation which he shall keep safely deposited.

(3) Supervise the keeping of accounts of all financial transactions of the Corporation in books belonging to the Corporation, and deliver such books to his successor. . . .

(4) The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. And in the event the Corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE 8: COMPENSATION

Neither Directors nor Officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or Officer as an employee of the Association, nor preclude contracting with a Director or Officer for the management of the Condominiums or for any other service to be supplied by such Director or Officer. Directors and Officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

ARTICLE 10: BUDGET

10.1 Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for each of the Condominiums (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominiums and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declarations. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon the estimated life and the estimated replacement cost of each reserve item. Reserves shall not be required if the members of the Association have, by a vote of the majority of members present at a duly called meeting of members at which a quorum is present, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby.

The adoption of a budget for the Condominiums shall comply with the requirements hereinafter set forth:

(c) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen (115%) percent of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Propertyies or in respect of anticipated expenses of the

Association which are not anticipated to be incurred on a regular basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Propertyies.

. . . .

ARTICLE 11: ASSESSMENTS; ACCOUNTING AND OTHER FISCAL MATTERS

. . . .

11.2 Assessments for Charges. Charges by the Association against ~~members~~ Unit Owners for other than Common Expenses shall be payable in advance. These charges may be collected by Assessments in the same manner as Common Expenses, and when circumstances permit, those charges shall be added to the Assessments for Common Expenses. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declarations or the exhibits attached thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Condominium Propertyies, maintenance services furnished at the expense of the Owner, other services furnished for the benefit of an Owner and fines and damages and other sums due from such Owner.

. . . .

11.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declarations or as otherwise determined by the Board.

. . . .

11.12 Violations and Defaults. In the event of a violation of any of the provisions of the Declarations, these By-Laws, the Rules and Regulations of the Corporation, the Articles of Incorporation or any provision of the Condominium Act, the Corporation, after reasonable notice to cure, not to exceed thirty (30) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) If the Corporation elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rent for his Condominium Unit during litigation and the ~~corporation~~ shall be entitled to the appointment of a receiver to collect such rent.

. . . .

ARTICLE 13: AMENDMENTS

Except as in the Declarations provided otherwise, these By-Laws may be amended in the following manner:

. . . .

13.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declarations. . . .

13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment . . . with the provisions of the Declarations allowing such action by the Developer.

. . . .

ARTICLE 15: ADMINISTRATIVE RULES AND REGULATIONS

. . . .

Those restrictions in the Declarations of Condominium which in any way limit the use of the individual Units or of the common elements are declared to be house rules and regulations.

. . . .

ARTICLE 19: CONSTRUCTION TO BE CONSISTENT WITH DECLARATION OF CONDOMINIUM

These By-Laws and the Articles of Incorporation of the corporation shall be construed in case of any ambiguity or lack of clarity consistent with the provisions of the Declarations of Condominium.

. . . .

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AMENDMENTS TO
THE DECLARATION OF CONDOMINIUM
OF
NOB HILL AT WELLEBY CONDOMINIUM NO. 2
AND THE BY-LAWS OF
NOB HILL AT WELLEBY CONDOMINIUM NO. 2, INC.

(additions indicated by underlining, deletions by "----" and
unaffected language by ". . .")

TO THE DECLARATION OF CONDOMINIUM

. . .

ARTICLE 2: DEFINITIONS

As used in the Declaration of Condominium and Exhibits attached hereto, and all amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

. . .

2.2 "Association" or "Condominium Association" means NOB HILL AT WELLEBY CONDOMINIUM NO. 2, INC., a Florida corporation not for profit, said Association being the entity responsible for the operation of the Condominium Property and this Condominium.

. . .

ARTICLE 7: MAINTENANCE AND ALTERATION OF UNITS

7.1 Units. All maintenance, repairs and replacements ~~of, in or to~~ any Unit and Limited Common Elements appurtenant thereto, whether structural or non-structural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment (whether located inside or outside the unit), fixtures and outlets, appliances, carpets and other floor covering, all interior surfaces and the entire interior of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

7.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than Limited Common Elements as provided above) shall be performed by the Master Association ~~unless otherwise delegated to the Condominium Association, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense,~~ except to the extent arising from or necessitated by the negligence or misuse of specific Unit Owners in the opinion of the Board, in which case such cost and expense shall be paid solely by such Unit Owners.

. . .

ARTICLE 13: INSURANCE

Insurance (other than title insurance which may be carried upon the Condominium Propertyies and the property of the Unit Owners) shall be covered by the following provisions:

. . .

13.2 Authority of Association to Purchase as Named Insured. All insurance policies upon the Condominium Propertyies

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shall be purchased by the Association ~~or the Master Association if it elects to do so~~, with itself and/or themselves as the named insured. In addition, in the case of insurance covering damage to the Building and appurtenances, the Association and the Master Association shall also be the named insured as agent for Unit Owners, without naming them, and their interest may appear. Provisions shall be made for the issuance of certificates of insurance and mortgagee endorsements. The casualty insurance policy upon the Condominium Property shall contain or have attached a standard mortgage clause designating all holders of first mortgages upon the Condominium Property or any part thereof or interest therein, without naming such holders.

ARTICLE 23: AMENDMENT

23.1 Declaration of Condominium. Except as set forth in Article 25 and as herein otherwise provided, amendments to this Declaration shall be adopted as follows:

. . . .

(b) Resolution. A resolution adopting and approving a proposed amendment shall be proposed, adopted and approved by the Board, and after being proposed, adopted and approved by the Board, it must be adopted and approved by the ~~members~~ unit owners. Directors and Unit Owners not present at the meeting considering the amendment may approve and adopt same in writing. Such proposals, adoptions and approvals must be by a vote of not less than fifty-one (51%) percent of the Unit Owners entitled to vote, except as to an amendment altering the percentages of ownership in the Common Elements or the voting rights of any of the Owners of the Condominium, any of which shall require the approval of one hundred percent (100%) of the Owners; except as provided for in ARTICLE 4.5.

. . . .

TO THE BY-LAWS

ARTICLE 1: NAME AND PRINCIPAL OFFICE

1.1 The name of the corporation shall be NOB HILL AT WELLEBY CONDOMINIUM ~~NO. 2~~, INC.

. . . .

ARTICLE 2: PURPOSES

This eCorporation is organized for the following purposes:

. . . .

2.2 For the purpose of operating, governing, administering and managing the property and affairs of the Condominium known as NOB HILL AT WELLEBY CONDOMINIUM NO. 1, NOB HILL AT WELLEBY CONDOMINIUM NO. 2 and NOB HILL AT WELLEBY CONDOMINIUM NO. 3.

. . . .

ARTICLE 3: DEFINITIONS

For convenience, these By-Laws shall be referred to as "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have

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the same definition and meaning as those set forth in the Declarations of Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4: MEMBERS

4.1 Membership. Except as otherwise provided, membership in the Corporation is limited to owners of the Condominium Units. Membership is automatically conferred upon acquisition of a Condominium Unit, as evidenced by the filing of a deed to such Unit, or as provided in the Declarations for transfer of membership upon the death of a Unit Owner. Membership is an incident of ownership and is not separately transferable.

4.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be sent by certified mail, return receipt requested, to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting, proof of posting shall be given by Affidavit, and proof of mailing of the notice shall be given by retention of post office receipts.

4.5 Quorum. A quorum at Unit Owners members meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast in excess of 50% of the total votes of members in good standing.

4.6 Voting.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declarations the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the total votes of Unit Owners members and not a majority of the Unit Owners members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declarations or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

ARTICLE 5: DIRECTORS

5.1 Membership. The affairs of the Corporation shall be governed by a Board of Directors which Board will consist of not less than ~~five (5)~~ four (4) nor more than ten (10) persons, except that the first Board of Directors shall consist of three (3) persons who need not be members of the Association. With the exception of the first Board of Directors, Directors must be Unit Owners. Each Condominium shall elect from its Membership, a minimum of one (1) delegate to the Board of Directors. The Membership of the three (3) Condominiums shall elect one individual to serve as the "at large" delegate.

5.3 Vacancies and Removal.

(b) Any Director elected by the mMembers (other than the Developer) may be removed by concurrence of a majority of the votes of the mMembers at a special meeting of mMembers called for that purpose. The vacancy in the Board of Directors so created shall be filled by the mMembers at the same meeting. The conveyance of all Units owned by a Director in a the Condominium (other than appointees of the Developer) shall constitute the resignation of such Director. Subject to the provisions of Florida Statute Section 718.301, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Unit Owners. A special meeting of the Unit Owners to recall a mMember or mMembers of the Board of Directors may be called by ten (10%) percent of the Unit Owners of that condominium which elected said Board Member giving notice of the meeting as required by a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

5.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meeting of the Board of Directors shall be posted conspicuously on the Condominium Propertyies, to include an agenda of the matters to be discussed, at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

5.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. . . Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium Propertyies at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that ~~Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting.~~

5.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declarations, the Articles or these By-Laws.

5.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominiums during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of

the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominiums or (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Propertyies.

ARTICLE 6: POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

6.1 The Corporation shall have all powers granted to it by law, the Declarations of Condominium to which these By-Laws are attached, the Condominium Act, as the same may be amended from time to time, and the Article of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declarations of Condominiums these By-Laws, or by law; and the aforementioned powers of the corporation shall include but not be limited to the following:

. . . .

(e) The power to insure and keep insured the buildings and improvements of the condominiums as provided for and limited by the Declarations.

. . . .

(h) The power to contract for the management and maintenance of the condominium propertyies and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the association for such purposes. The association and its officers shall, however, retain at all times the power and duties granted by the condominium documents and the Condominium Act including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the association.

. . . .

(k) The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declarations of Condominium, and the regulations duly promulgated by the Corporation.

. . . .

(n) The power to deal with and approve or disapprove of all conveyances as provided for under the terms of the Declarations and pursuant thereto.

. . . .

(q) The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and in the Declarations of Condominium to which these By-Laws are attached.

. . . .

ARTICLE 7: OFFICERS

7.2 Duties of Officers.

. . . .

(e) The Treasurer shall:

. . . .

(2) Receive such monies as shall be paid into his hands for the account of the Corporation, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the corporation which he shall keep safely deposited.

(3) Supervise the keeping of accounts of all financial transactions of the Corporation in books belonging to the Corporation, and deliver such books to his successor. . . .

(4) The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. And in the event the Corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE 8: COMPENSATION

Neither Directors nor Officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or Officer as an employee of the Association, nor preclude contracting with a Director or Officer for the management of the Condominiums or for any other service to be supplied by such Director or Officer. Directors and Officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

ARTICLE 10: BUDGET

10.1 Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for each of the Condominiums (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominiums and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon the estimated life and the estimated replacement cost of each reserve item. Reserves shall not be required if the members of the Association have, by a vote of the majority of members present at a duly called meeting of members at which a quorum is present, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby.

The adoption of a budget for the Condominiums shall comply with the requirements hereinafter set forth:

(c) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen (115%) percent of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Properties or in respect of anticipated expenses of the

Association which are not anticipated to be incurred on a regular basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Propertyies.

ARTICLE 11: ASSESSMENTS; ACCOUNTING AND OTHER FISCAL MATTERS

11.2 Assessments for Charges. Charges by the Association against ~~members~~ Unit Owners for other than Common Expenses shall be payable in advance. These charges may be collected by Assessments in the same manner as Common Expenses, and when circumstances permit, those charges shall be added to the Assessments for Common Expenses. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declarations or the exhibits attached thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Condominium Propertyies, maintenance services furnished at the expense of the Owner, other services furnished for the benefit of an Owner and fines and damages and other sums due from such Owner.

11.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declarations or as otherwise determined by the Board.

11.12 Violations and Defaults. In the event of a violation of any of the provisions of the Declarations, these By-Laws, the Rules and Regulations of the Corporation, the Articles of Incorporation or any provision of the Condominium Act, the Corporation, after reasonable notice to cure, not to exceed thirty (30) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) . . . If the Corporation elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rent for his Condominium Unit during litigation and the ~~corporation~~ shall be entitled to the appointment of a receiver to collect such rent.

ARTICLE 13: AMENDMENTS

Except as in the Declarations provided otherwise, these By-Laws may be amended in the following manner:

13.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declarations.

13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment . . . with the provisions of the Declarations allowing such action by the Developer.

ARTICLE 15: ADMINISTRATIVE RULES AND REGULATIONS

. . . .

Those restrictions in the Declarations of Condominium which in any way limit the use of the individual Units or of the common elements are declared to be house rules and regulations.

. . . .

ARTICLE 19: CONSTRUCTION TO BE CONSISTENT WITH DECLARATION OF CONDOMINIUM

These By-Laws and the Articles of Incorporation of the corporation shall be construed in case of any ambiguity or lack of clarity consistent with the provisions of the Declarations of Condominium.

. . . .

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AMENDMENTS TO
THE DECLARATION OF CONDOMINIUM
OF
NOB HILL AT WELLEBY CONDOMINIUM NO. 3
AND THE BY-LAWS OF
NOB HILL AT WELLEBY CONDOMINIUM NO. 3, INC.

(additions indicated by underlining, deletions by "----" and
unaffected language by ". . .")

TO THE DECLARATION OF CONDOMINIUM

. . .

ARTICLE 2: DEFINITIONS

As used in the Declaration of Condominium and Exhibits attached hereto, and all amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

. . .

2.2 "Association" or "Condominium Association" means NOB HILL AT WELLEBY CONDOMINIUM NO. 3, INC., a Florida corporation not for profit, said Association being the entity responsible for the operation of the Condominium Property and this Condominium.

. . .

ARTICLE 7: MAINTENANCE AND ALTERATION OF UNITS

7.1 Units. All maintenance, repairs and replacements ~~of~~ in ~~or to~~ any Unit and Limited Common Elements appurtenant thereto, whether structural or non-structural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment (whether located inside or outside the unit), fixtures and outlets, appliances, carpets and other floor covering, all interior surfaces and the entire interior of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

7.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than Limited Common Elements as provided above) shall be performed by the Master Association ~~unless otherwise delegated to the Condominium Association, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense,~~ except to the extent arising from or necessitated by the negligence or misuse of specific Unit Owners in the opinion of the Board, in which case such cost and expense shall be paid solely by such Unit Owners.

. . .

ARTICLE 13: INSURANCE

Insurance (other than title insurance which may be carried upon the Condominium Propertyies and the property of the Unit Owners) shall be covered by the following provisions:

. . .

13.2 Authority of Association to Purchase as Named Insured. All insurance policies upon the Condominium Propertyies

shall be purchased by the Association ~~or the Master Association if it elects to do so~~, with itself and/or themselves as the named insured. In addition, in the case of insurance covering damage to the Building and appurtenances, the Association and the Master Association shall also be the named insured as agent for Unit Owners, without naming them, and their interest may appear. Provisions shall be made for the issuance of certificates of insurance and mortgagee endorsements. The casualty insurance policy upon the Condominium Property shall contain or have attached a standard mortgage clause designating all holders of first mortgages upon the Condominium Property or any part thereof or interest therein, without naming such holders.

ARTICLE 23: AMENDMENT

23.1 Declaration of Condominium. Except as set forth in Article 25 and as herein otherwise provided, amendments to this Declaration shall be adopted as follows:

. . . .

(b) Resolution. A resolution adopting and approving a proposed amendment shall be proposed, adopted and approved by the Board, and after being proposed, adopted and approved by the Board, it must be adopted and approved by the members unit owners. Directors and Unit Owners not present at the meeting considering the amendment may approve and adopt same in writing. Such proposals, adoptions and approvals must be by a vote of not less than fifty-one (51%) percent of the Unit Owners entitled to vote, except as to an amendment altering the percentages of ownership in the Common Elements or the voting rights of any of the Owners of the Condominium, any of which shall require the approval of one hundred percent (100%) of the Owners, except as provided for in ARTICLE 4.5.

. . . .

TO THE BY-LAWS

ARTICLE 1: NAME AND PRINCIPAL OFFICE

1.1 The name of the corporation shall be NOB HILL AT WELLEBY CONDOMINIUM NO. 3, INC.

. . . .

ARTICLE 2: PURPOSES

This eCorporation is organized for the following purposes:

. . . .

2.2 For the purpose of operating, governing, administering and managing the property and affairs of the Condominium known as NOB HILL AT WELLEBY CONDOMINIUM NO. 1, NOB HILL AT WELLEBY CONDOMINIUM NO. 2 and NOB HILL AT WELLEBY CONDOMINIUM NO. 3.

. . . .

ARTICLE 3: DEFINITIONS

For convenience, these By-Laws shall be referred to as "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have

the same definition and meaning as those set forth in the Declarations of Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4: MEMBERS

4.1 Membership. Except as otherwise provided, membership in the Corporation is limited to owners of the Condominium Units. Membership is automatically conferred upon acquisition of a Condominium Unit, as evidenced by the filing of a deed to such Unit, or as provided in the Declarations for transfer of membership upon the death of a Unit Owner. Membership is an incident of ownership and is not separately transferable.

. . .

4.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be sent by certified mail, return receipt requested, to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting, proof of posting shall be given by Affidavit, and proof of mailing of the notice shall be given by retention of post office receipts.

4.5 Quorum. A quorum at Unit Owners members meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast in excess of 50% of the total votes of members in good standing.

4.6 Voting.

. . .

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declarations the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the total votes of Unit Owners members and not a majority of the Unit Owners members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declarations ~~of or~~ Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

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ARTICLE 5: DIRECTORS

5.1 Membership. The affairs of the Corporation shall be governed by a Board of Directors which Board will consist of not less than ~~five (5)~~ four (4) nor more than ten (10) persons, except that the first Board of Directors shall consist of three (3) persons who need not be members of the Association. With the exception of the first Board of Directors, Directors must be Unit Owners. Each Condominium shall elect from its Membership, a minimum of one (1) delegate to the Board of Directors. The Membership of the three (3) Condominiums shall elect one individual to serve as the "at large" delegate.

5.3 Vacancies and Removal.

(b) Any Director elected by the mMembers (other than the Developer) may be removed by concurrence of a majority of the votes of the mMembers at a special meeting of mMembers called for that purpose. The vacancy in the Board of Directors so created shall be filled by the mMembers at the same meeting. The conveyance of all Units owned by a Director in a the Condominium (other than appointees of the Developer) shall constitute the resignation of such Director. Subject to the provisions of Florida Statute Section 718.301, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Unit Owners. A special meeting of the Unit Owners to recall a mMember or mMembers of the Board of Directors may be called by ten (10%) percent of the Unit Owners of that condominium which elected said Board Member giving notice of the meeting as required by a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

5.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meeting of the Board of Directors shall be posted conspicuously on the Condominium Propertyties, to include an agenda of the matters to be discussed, at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

5.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. . . Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium Propertyties at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

5.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declarations, the Articles or these By-Laws.

5.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declarations, the Articles or these By-Laws.

business and affairs of the Condominiums during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of

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the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominiums or (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Propertyies.

ARTICLE 6: POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

6.1 The Corporation shall have all powers granted to it by law, the Declarations of Condominium to which these By-Laws are attached, the Condominium Act, as the same may be amended from time to time, and the Article of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declarations of Condominiums these By-Laws, or by law; and the aforementioned powers of the corporation shall include but not be limited to the following:

. . . .

(e) The power to insure and keep insured the buildings and improvements of the condominiums as provided for and limited by the Declarations.

. . . .

(h) The power to contract for the management and maintenance of the condominium propertyies and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the association for such purposes. The association and its officers shall, however, retain at all times the power and duties granted by the condominium documents and the Condominium Act including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the association.

. . . .

(k) The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declarations of Condominium, and the regulations duly promulgated by the Corporation.

. . . .

(n) The power to deal with and approve or disapprove of all conveyances as provided for under the terms of the Declarations and pursuant thereto.

. . . .

(q) The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and in the Declarations of Condominium to which these By-Laws are attached.

. . . .

ARTICLE 7: OFFICERS

7.2 Duties of Officers.

. . . .

(e) The Treasurer shall:

. . . .

(2) Receive such monies as shall be paid into his hands for the account of the Corporation, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the corporation which he shall keep safely deposited.

(3) Supervise the keeping of accounts of all financial transactions of the Corporation in books belonging to the Corporation, and deliver such books to his successor. . . .

(4) The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. And in the event the Corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE 8: COMPENSATION

Neither Directors nor Officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or Officer as an employee of the Association, nor preclude contracting with a Director or Officer for the management of the Condominiums or for any other service to be supplied by such Director or Officer. Directors and Officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

ARTICLE 10: BUDGET

10.1 Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for each of the Condominiums (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominiums and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declarations. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon the estimated life and the estimated replacement cost of each reserve item. Reserves shall not be required if the members of the Association have, by a vote of the majority of members present at a duly called meeting of members at which a quorum is present, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby.

The adoption of a budget for the Condominiums shall comply with the requirements hereinafter set forth:

(c) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen (115%) percent of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Propertyies or in respect of anticipated expenses of the

Association which are not anticipated to be incurred on a regular basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Propertyies.

. . . .

ARTICLE 11: ASSESSMENTS; ACCOUNTING AND OTHER FISCAL MATTERS

. . . .

11.2 Assessments for Charges. Charges by the Association against members Unit Owners for other than Common Expenses shall be payable in advance. These charges may be collected by Assessments in the same manner as Common Expenses, and when circumstances permit, those charges shall be added to the Assessments for Common Expenses. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declarations or the exhibits attached thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Condominium Propertyies, maintenance services furnished at the expense of the Owner, other services furnished for the benefit of an Owner and fines and damages and other sums due from such Owner.

. . . .

11.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declarations or as otherwise determined by the Board.

. . . .

11.12 Violations and Defaults. In the event of a violation of any of the provisions of the Declarations, these By-Laws, the Rules and Regulations of the Corporation, the Articles of Incorporation or any provision of the Condominium Act, the Corporation, after reasonable notice to cure, not to exceed thirty (30) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) If the Corporation elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rent for his Condominium Unit during litigation and the ~~corporation~~ shall be entitled to the appointment of a receiver to collect such rent.

. . . .

ARTICLE 13: AMENDMENTS

Except as in the Declarations provided otherwise, these By-Laws may be amended in the following manner:

. . . .

13.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declarations. . . .

13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment . . . with the provisions of the Declarations allowing such action by the Developer.

. . . .

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ARTICLE 15: ADMINISTRATIVE RULES AND REGULATIONS

. . . .

Those restrictions in the Declarations of Condominium which in any way limit the use of the individual Units or of the common elements are declared to be house rules and regulations.

. . . .

ARTICLE 19: CONSTRUCTION TO BE CONSISTENT WITH DECLARATION OF CONDOMINIUM

These By-Laws and the Articles of Incorporation of the corporation shall be construed in case of any ambiguity or lack of clarity consistent with the provisions of the Declarations of Condominium.

. . . .

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FILED

ARTICLES OF MERGER

FOR

NOB HILL AT WELLEBY CONDOMINIUM NO. 1, INC.
NOB HILL AT WELLEBY CONDOMINIUM NO. 2, INC.
NOB HILL AT WELLEBY CONDOMINIUM NO. 3, INC.

93 FEB 19 AM 11:38

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To: Department of State
Corporation Division
State Capitol Building
Tallahassee, Florida 32304

The undersigned corporations have adopted an agreement of merger and hereby adopt these Articles of Merger. The name of the surviving corporation is NOB HILL AT WELLEBY CONDOMINIUM, NO.1, INC.

ARTICLES OF INCORPORATION

The Articles of Incorporation, as amended, NOB HILL AT WELLEBY CONDOMINIUM NO.1, INC., are attached hereto as "Exhibit ", and are incorporated herein by reference.

APPROVAL OF DIRECTORS

The agreement of merger of the undersigned corporations was adopted pursuant to Section 617.053 Florida Statutes.

EFFECTIVE DATE

The merger of the undersigned corporations will become effective upon the filing of these Articles by the Department of State.

ADOPTION OF AGREEMENT

The Members of NOB HILL AT WELLEBY CONDOMINIUM NO. 1, INC., NOB HILL AT WELLEBY CONDOMINIUM NO 2., INC. and NOB HILL AT WELLEBY CONDOMINIUM NO. 3, INC. adopted the plan of merger on January 12, 1993. The Members of all of the above corporations voted in excess of a majority of those present and voting at the meeting at which a quorum was present, and such fact is reflected in the minutes of all three corporations, in accordance with section 617.0701.

*and the number of votes cast was sufficient for approval
Wherefore, we have herein to set our hands and seals this
4 day of Feb, 1993.

NOB HILL AT WELLEBY
CONDOMINIUM NO. 1, INC.

By:

Print Name:

Attest:

Print Name:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4 day of Feb, 1993, by Wendy L. Nedbor, as President of Nob Hill at Welleby Condominium No. 1, Inc., a Florida corporation, on behalf of the corporation, He or she is personally known to me or has produced as identification and did take an oath.

NOTARY PUBLIC:

sign

print

Barbara Anne Turner
State of Florida at Large

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NOB HILL AT WELLEBY
CONDOMINIUM NO. 2, INC.

By: Joseph Bauer
Print Name: Joseph BAUER
Attest: Anthony Cervantes
Print Name: ANTHONY CERVENTA

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4
day of FEB, 1993, by Joseph BAUER
as President of Nob Hill at Welleby Condominium
No. 2, Inc., a Florida corporation, on behalf of the corporation,
He or she is personally known to me or has produced Driver License
as identification and did take an oath. # B600-4F6-36-149

NOTARY PUBLIC:

sign Barbara Anne Turner
print Barbara Anne Turner
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 17, 1993
BONDED THRU GENERAL INS. UND.

NOB HILL AT WELLEBY
CONDOMINIUM NO. 3, INC.

By: Joseph G. Dimina
Print Name: Joseph G. DIMINA
Attest: B. Weber
Print Name: Blace Weber

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4
day of FEB, 1993, by Joseph G. Dimina
as President of Nob Hill at Welleby Condominium
No. 3, Inc., a Florida corporation, on behalf of the corporation,
He or she is personally known to me or has produced Driver License
as identification and did take an oath. # D550-407-45-391

NOTARY PUBLIC:

sign Barbara Anne Turner
print Barbara Anne Turner
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 17, 1993
BONDED THRU GENERAL INS. UND.

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AMENDMENTS TO THE
ARTICLES OF INCORPORATION
NOB HILL AT WELLEBY CONDOMINIUM NO. 1, INC.

(additions indicated by underlining, deletions by "----" and
unaffected language by "...")

TO THE ARTICLES OF INCORPORATION

ARTICLE 1. NAME

The name of the Corporation is NOB HILL AT WELLEBY
CONDOMINIUM, INC.

. . .

ARTICLE 5: PURPOSE

The purpose for which this Corporation is organized is to
act as a condominium association on behalf of its members
collectively as their governing body with respect to the
administration, maintenance, repair and replacement of certain
property which has been or will be submitted to the provisions of
the Condominium Act of the State of Florida to be known as NOB HILL
AT WELLEBY CONDOMINIUM, INC. and as such to own and acquire any
estate or interest or rights therein or appurtenant thereto and any
and all personal property in connection therewith as may be
incidental or necessary to such purpose, all on a not-for-profit
basis.

. . .

ARTICLE 6: TERM OF EXISTENCE

The term for which this Corporation is to exist is
perpetual unless the Condominium is terminated pursuant to the
provisions of the Declaration of Condominium of NOB HILL AT WELLEBY
CONDOMINIUM, INC. or pursuant to the relevant provisions of the
Florida Statutes. Any such dissolution shall be pursuant to the
terms of the Declaration of Condominium.

. . .

ARTICLE 7: MEMBERS

7.1 Membership. The members of this Corporation shall
consist of all of the record owners of the Condominium Units in the
~~Condominium~~. Until the recording of the Declaration of
Condominium submitting the property to condominium ownership, the
membership shall consist of the incorporators. After termination
of the either Condominium the members shall consist of those who
were members at the time of such termination and their respective
successors and assigns. The Owner of a Condominium Unit in the Nob
Hill at Welleby Condominium automatically be and become a member of
this Corporation. Membership shall likewise automatically
terminate upon sale or transfer of the Unit, whether voluntarily or
involuntarily.

. . .

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ARTICLE 8: DIRECTORS

8.1 Number; Qualification. The affairs of the Corporation shall be governed by a Board of Directors which Board will consist of not less than ~~five (5)~~ four (4) nor more than ten (10) persons, except that the first Board of Directors shall consist of three (3) persons who need not be members of the Association. Each condominium shall elect, from its Membership, a minimum of one (1) delegate to the Board of Directors. The Membership of the three (3) Condominiums shall elect two individuals to serve as the "at large" delegate.

8.2 Election; Removal. With the exception of the initial Board and the "at large delegate", Directors shall be elected from among the Unit Owners of each individual condominium. If a Unit Owner shall be a corporation, partnership or trust, then an officer, partner or beneficiary of such Unit shall be qualified to be a Director. Election and removal of Directors shall be in accordance with the procedure therefor set out in the By-Laws of the Condominium Association. Directors of the Association shall be elected at the annual meeting of the members in the manner determined in the By-Laws.

ARTICLE 11: AMENDMENTS

11.2 Adoption. A resolution for the adoption of a proposed amendment to these Articles of Incorporation may be proposed either by a majority of the Board of Directors or by not less than ~~one-two-thirds (1-2/3rds)~~ of the members unit owners of any of the three (3) condominiums the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing the approval is delivered to the Secretary at or prior to the meeting. The approval of any amendment permitted to be made to these Articles of Incorporation must be:

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

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DECLARATION OF CONDOMINIUM

OF

NOB HILL AT WELLEBY CONDOMINIUM NO. 2

This instrument was prepared by
JONATHAN BELOFF, ESQUIRE
SMITH & MANDLER, P.A.
3311 Lincoln Road Mall - Eighth Fl
Miami Beach, Florida 33139

NOB HILL AT WELLEBY, LTD., a Florida Limited Partnership (hereinafter called the "Developer"), does hereby declare as follows:

ARTICLE 1: SUBMISSION

1.1 The Land. The Developer is developing a Condominium Project on that certain land located in Broward County, Florida, as is more particularly described in Exhibit "1" annexed hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land and all Improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, to the condominium form of ownership and use in the manner provided herein and in the Florida Condominium Act as it exists on the date hereof.

1.3 Name. The name by which this Condominium is to be identified is NOB HILL AT WELLEBY CONDOMINIUM NO. 2 (hereinafter called the "Condominium").

ARTICLE 2: DEFINITIONS

As used in the Declaration of Condominium and Exhibits attached hereto, and all Amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

2.1 Assessment means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owners.

2.2 "Association" or "Condominium Association" means NOB HILL AT WELLEBY CONDOMINIUM NO. 2, INC., a Florida corporation not for profit, said Association being the entity responsible for the operation of the Condominium Property and this Condominium.

2.3 By-Laws mean the By-Laws of the Association as they exist from time to time.

2.4 Common Elements means the portion of the Condominium Property not included in the Units, including but not limited to: (a) easements through Units for conduits, pipes, ducts, plumbing, wiring, and other facilities for the furnishing or utility service to Units and Common Elements, (b) easements of support in every portion of a Unit which contributes to the support of the improvements, and (c) any other parts of the land or improvements designated as Common Elements in this Declaration. Each Condominium Unit shall have as an appurtenance thereto, an undivided interest in the Common Elements as herein set forth.

2.5 Common Expenses means all expenses and assessments properly incurred by the Association for the benefit of the Condominium.

2.6 Common Surplus means the excess of all receipts of the Association from this Condominium including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, over and above the amount of Common Expenses of this Condominium.

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

2.8 Condominium Act means and refers to the Condominium Act of the State of Florida (Chapter 718 of Florida Statutes) as it exists on the date hereof.

2.9 Condominium Documents means those documents specified in ARTICLE 3 hereof, as the same may be amended from time to time, and all Exhibits thereto.

2.10 Condominium Property means and includes the land in the Condominium, whether or not contiguous, and all improvements thereon, and all easements and rights thereto, intended for use in connection with the Condominium.

2.11 Declaration, or Declaration of Condominium or Enabling Declaration, means this instrument as it may be from time to time amended.

2.12 Declaration of Covenants and Restrictions and Easements means and refers to those instruments attached as Exhibits "1" and "9" in Part 2 of the Condominium Documents ("Homeowners Covenants") for NOB HILL AT WELLEBY, recorded or to be recorded in Broward County, Florida, and where the context permits, shall also mean the Articles of Incorporation and By-Laws of the Master Association, all as now or hereafter amended, modified or supplemented.

2.13 Developer means NOB HILL AT WELLEBY, LTD., a Florida Limited Partnership, and its successors, nominees and assigns including, but not limited to, its successors through mortgage foreclosure and its grantees of deeds given in lieu of foreclosure.

2.14 Institutional First Mortgage is defined to mean a first mortgage originally executed and delivered to a Bank, Savings and Loan Association, Insurance Company, Pension Fund, or Real Estate Investment Trust, an agency of the United States Government, Mortgage Company, Savings Bank, or other similar entity creating a first mortgage lien on a Unit and on any interest appurtenant to such Unit. For purposes of this Declaration of Condominium, the Developer shall be considered an Institutional First Mortgagee, and any mortgage held by the Developer, which is a lien against any of the Units in the Condominium shall be considered an Institutional First Mortgage.

2.15 Institutional First Mortgagee is defined to mean any entity as described in subparagraph 2.14 above, holding a first mortgage lien on a Unit and on any interest appurtenant to such Unit, and shall also be defined to mean the Federal National Mortgage Association and The Federal Home Loan Mortgage Corporation.

2.16 Limited Common Elements means and includes those common elements which are reserved for the use of the Owner or Owners of certain Units to the exclusion of all Owners of other Units.

2.17 Manager means and refers to the management company, if any retained by the Developer or the Condominium Association to manage the Condominium Property.

2.18 Master Association means NOB HILL AT WELLEBY HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit, being the entity responsible for administration of the Homeowner's Covenants.

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

2.20 Recreational Facilities means that area referred to as such in the Plot Plan, Survey and Graphic Description of the improvements attached as an exhibit to these Condominium Documents.

2.21 Special Assessment means the cost and expenses, other than Common Expenses for which the Unit Owners are liable to the Association.

2.22 Unit, or Condominium Unit, or Apartment Unit, or Residential Unit is a Unit other than a Cabana Unit as defined in the Condominium Act, and refers to a part of the Condominium Property which is subject to exclusive ownership together with the undivided share in the Common Elements which is appurtenant thereto.

2.23 Unit Owner, or Owner, or Apartment Unit Owner, or Residential Unit Owner means the owner of a Condominium Unit.

2.24 Utility Services, with reference to this Condominium, and as used in the Declaration and By-Laws, shall include but not be limited to telephone, gas, electric power, water and sewerage and garbage disposal.

2.25 Terms; Meanings. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meanings attributed to said terms by Florida Statute 718.103 of the Condominium Act.

ARTICLE 3: CONDOMINIUM DOCUMENTS:

The documents by which the Condominium regime will be established are as follows:

3.1 This Declaration of Condominium hereinafter called "Declaration", which sets forth the nature of the property rights in the Condominium Property and the covenants running with the land which govern those rights. All of the other Condominium Documents shall be subject to the provisions of this Declaration, and each Unit Owner and occupant shall be subject to all of the terms, conditions and provisions thereof.

3.2 A Plot Plan, Survey and Graphic Description of the improvements on the property submitted pursuant to the provisions of Chapter 718 Florida Statutes, duly certified as required under said Act.

3.3 Articles of Incorporation of the Association.

3.4 By-Laws of the Association.

3.5 Rules and Regulations of the Condominium.

3.6 Legal Description of the Land.

3.7 Schedule of Percentage (or Fraction) of Ownership in the Common Elements, Common Expense and Common Surplus.

3.8 Declaration of Covenants, Restrictions and Easements recorded or to be recorded simultaneously herewith and including the Articles of Incorporation and By-Laws attached thereto.

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ARTICLE 4: DEVELOPER'S RIGHTS AND PRIVILEGES:

4.1 Sale of Units. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, mortgage and/or rent Units, or to cause same to be sold, mortgaged and/or rented to any persons approved by it. The Developer shall have the right to transact on the Condominium Property any business necessary for the offering of Units for sale or rental. An easement for carrying on such activities is set forth in Article 6.5(f). Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered Common Elements and shall remain the property of the Developer.

4.2 Unsold or Re-Acquired Units. In the event there are unsold Units, or the Developer re-acquires any Units or the Developer retains the right to be the Owner thereof and to sell, mortgage and/or rent said Units Developer may do so without the necessity of the approval of the Association and without the payment of any transfer, leasing or other type or form of fee or charge.

4.3 Board of Directors. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; or (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; or (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five (5%) percent of the Units that will be operated ultimately by the Association.

4.4 Limitation on Common Expenses. The Developer's liability for common expenses will be limited to a proportionate share of the "actual current expenses" of the Condominium Association on all of the Units owned by the Developer, said proportionate share to be the percentage of the Common Expenses for which all such units are responsible, as reflected on the "Schedule of Percentage of Ownership in Common Elements, Common Expense and Common Surplus" attached to the Prospectus.

"Actual current expenses" shall mean and include only those expenses paid for by the Condominium Association each month for services, materials or other items actually consumed or utilized during the month for which payment is made therefore, plus a pro rata share of a reasonable reserve for annual taxes and insurance premiums.

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Developer will be billed and will pay for its share of common expenses monthly, in arrears. This limitation upon payment by the Developer will terminate not later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs to a Unit Owner who is not the Developer, the Nominee of the Developer, or a substitute or alternative Developer, provided, however, that in no event shall the Developer be obligated to pay an amount greater than its proportionate share of the common expenses incurred during said period. During this period, the Developer must pay the portion of common expenses which exceeds the amount assessed against other Unit Owners.

4.5 Unit Design Changes. The Developer reserves the right to change the location, design and boundaries between all Units which it may own and change their respective shares in the Common Elements, provided, however, that such changes shall not affect the percentage share of interest of other Unit Owners. If the Developer shall make any such permitted changes, such changes shall be reflected by an amendment of this Declaration reflecting such alteration by the Developer and shall only be required to be signed and acknowledged by the Developer and members as to the changed Units and need not be approved by the Association, Unit Owners, or any other persons whomsoever.

ARTICLE 5: IDENTIFICATION OF BUILDINGS AND UNITS

5.1 This Condominium consists of two buildings, as reflected on "Plot Plan, Survey and Graphic Description". Each Condominium Unit is described and located on the "Plot Plan, Survey and Graphic Description" and is designated by an arabic number preceded by a building letter, i.e., Condominium Unit No. A-1.

ARTICLE 6: OWNERSHIP OF CONDOMINIUM UNITS AND EASEMENTS

Each Condominium Unit shall include the following interest, rights, easements and appurtenances:

6.1 Real Property. Each Condominium Unit together with all appurtenances thereto, shall constitute a separate parcel of real property which shall be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the Condominium Property, subject only to the provisions of the Condominium Documents and shall have as an appurtenance thereto an undivided share in the Common Elements as set forth in the "Schedule of Percentage of Ownership in Common Elements, Common Expense and Common Surplus" attached hereto and made a part hereof by reference.

6.2 Possession. Each Unit Owner shall be entitled to the exclusive possession of his Unit.

6.3 Unit Boundaries. Each Unit shall include that part of the Condominium Building containing the Unit that lies within the following boundaries:

(a) 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:

(1) Upper Boundary: The inside surface of the roof structure.

(2) Lower Boundary: The horizontal plane of the unfinished surface of the floor.

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(b) Perimetrical Boundaries: The perimetrical boundaries of each Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls (including the vertical planes abutting the perimeter of the terraces of any Unit on the penthouse floor of the Building, if any) bounding the Unit, excluding paint, wallpaper, or like coverings, extended to their planar intersections with each other and with the upper and lower boundaries.

(2) The Owner of a Unit in the Condominium Property shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors or ceilings surrounding his Unit, nor shall said Owner be deemed to own supporting columns, pipes, wires, conduits or other public utility lines running through the walls of the said Unit, which are utilized for more than one (1) Unit, and said items are by this Declaration hereby made a part of the Common Elements. Said Owner, however, shall be deemed to own the interior walls and partitions which are contained within said Owner's Unit, provided, however, that such walls are not used for the support of the building, and, also, shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, ceilings, including plaster, paint, wallpaper, etc. contained in said Unit.

(c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, skylights and conversation pits, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framings and casings therefor, shall also be included in the boundaries of the Units and shall be owned by the Unit Owner.

6.4 Appurtenances. The ownership of each condominium Unit shall include, and there shall pass with each Condominium Unit as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Unit Owner in the Condominium Property which shall include but not be limited to the right to use in common with other Unit Owners the Common Elements.

The ownership of each Unit shall also include and there shall pass with each Unit as appurtenances thereto, the title and interest of a Unit Owner in the Condominium Property and in the Common Surplus.

Each Unit shall have an undivided share in and to the Common Elements, facilities and areas of the Condominium and each Unit shall bear a share of the Common Expenses of the Condominium in accordance with the percentage of ownership attributable to each Unit as set forth in the "Schedule of Percentage of Ownership in Common Elements, Common Expense and Common Surplus" attached hereto. In the event of the termination of the Condominium, each Owner's interest in the Common Elements, areas and facilities, and in the Common Surplus, and in the Common Expenses, shall be in proportion to said Owner's interest in the Common Ele-

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ments set forth in the "Schedule of percentage of Ownership in Common Elements, Common Expense and Common Surplus".

6.5 Easements. The following easements are hereby created in addition to any easements created under the Act:

(a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property and Condominium Units as may be required from time to time for conduits, ducts, plumbing, wiring, utilities, cable tv and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such conduits, ducts, plumbing, wiring, utility or other services or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit. Except in the event of an emergency, entry shall be made on not less than one (1) day's notice. Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Condominium Association and easements are granted hereby over all Units in favor of all Owners and the Association with respect thereto.

(c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements, (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association; or (iv) any repair or restoration of the Improvements (or any portion thereof) to any Unit after damage by fire or other casualty; or (v) any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use and/or which may be necessary in order to obtain ingress and egress to the Common Areas referred to in the Homeowner's Covenants; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements from time to time may be paved and intended for such purposes. Except as may otherwise be set forth herein, none of the easements specified in this

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subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Units. Any such lien encumbering such easements (other than those on Condominium Units) shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

(e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes on behalf of the Association, or for any other purpose, provided such activity does not prevent or unreasonably interfere, in the opinion of the Developer, with the use or enjoyment by the Unit Owners of the Condominium Property.

(f) Sales Activity. For as long as there are any unsold Units in the entire Project known as NOB HILL AT WELLEBY, the Developer, its designees, successors and assigns, shall have the right to use any such Units and any parts of the Common Elements for model apartments and sales offices, to show model apartments and the Common Elements to prospective purchasers and tenants of Units, to erect on the Condominium Property signs and other promotional material, to advertise Units for sale or lease and for any other similar or lawful purpose the Developer deems appropriate in its opinion and to come upon, over and across all portions of the Common Elements for all such purposes as the Developer deems appropriate.

(g) Air Space. The appurtenances shall include an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated.

(h) Additional Easements. The Developer (so long as it owns any Units) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association irrevocably as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, drainage, gas, cable tv or other utility or service easements, or relocate any existing utility or service easements or drainage facilities (subject to applicable restrictions), in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

ARTICLE 7: MAINTENANCE AND ALTERATION OF UNITS

7.1 Units. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or non-structural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and

the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment (whether located inside or outside the unit), fixtures and outlets, appliances, carpets and other floor covering, all interior surfaces and the entire interior of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

7.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than Limited Common Elements as provided above) shall be performed by the Master Association unless otherwise delegated to the Condominium Association, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence or misuse of specific Unit Owners in the opinion of the Board, in which case such cost and expense shall be paid solely by such Unit Owners.

7.3 Specific Unit Owner Responsibility. The obligation to maintain and repair the following specific items shall be the responsibility of the Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units, are Limited Common Elements or are Common Elements other than Limited Common Elements:

(a) Assigned storage areas, if any;

(b) Where a Limited Common Element consists of a terrace, court, patio or roof area, the Unit Owner who has the right to the exclusive use of said terrace, court, patio or roof area shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said area, if any, and the fixed and/or sliding glass door(s) in or other portions of the entranceway(s) of said area, if any, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs, if any.

7.4 Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of Five Thousand (\$5,000.00) Dollars in the aggregate in any calendar year, the Association upon approval of the Master Association Board of Directors, may proceed with such additions, alterations or improvements provided same shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate Five Thousand (\$5,000.00) Dollars or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

7.5 Additions, Alterations or Improvements by Unit Owners.

(a) Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, or to any Limited Common Element, including, but not limited to, the installation of awnings in balconies and terraces, patios, courts and roof areas without the prior written consent of the Board of Directors and the Board of Directors of the Master

Association. No enclosures of balconies, terraces, patios, courts or roof areas shall be permitted unless installed by the Developer or unless otherwise provided herein specifically to the contrary.

Both Boards shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Limited Common Elements within forty-five (45) days after such request and all additional information requested is received, and the failure to so answer within the stipulated time shall constitute the Board's consent, provided that during such period, the Board shall have the absolute right, with or without cause, to reject any such request. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board, such approval may not be revoked thereafter.

A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Association.

If the Owner fails to construct the addition, alteration or improvement in the manner approved, the Owner shall be obligated to make all corrections necessary and if such Owner fails to do so, the Association, upon notice to the Owner, may make such corrections and impose on such Owner a special Assessment in the amount of the cost of such correction and an administrative charge of 10% of such cost of correction.

The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board. With respect to all exterior alterations or improvements, and notwithstanding anything to the contrary herein set forth, such functions shall be assumed by the Master Association and the Architectural Control Committee created or to be created for such purpose by the Master Association. (See Homeowners' Covenants).

(b) Additions, Alterations or Improvements by Developer. The foregoing restrictions of this Article 7 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to (1) make alterations, additions or improvements, structural and nonstructural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and/or the Common Elements (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvement), and (2) expand, alter, add to or eliminate all of any part of the recreational facilities, and no such action, change, alteration, addition or other improvement shall create any liability whatsoever on the Developer, nor shall same be grounds for a claim or cause of action by any Unit Owner or the Association against the Developer.

ARTICLE 8: COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

8.1 Limited Common Elements. Any expense for maintenance, repair or replacement relating to Limited Common Elements shall be treated as and paid for as part of the Common Expenses of the Association, unless otherwise specifically provided elsewhere in the Condominium Documents. Should the need for any maintenance, care, upkeep, repair or replacement of any Limited Common Element arise as a result of negligence of or misuse by a Unit Owner, his family, guests, servants, invitees or tenants, such Unit Owner shall be responsible therefor, and the Association or the Master Association shall have the right to levy a Special Assessment for the cost thereof against the Owner of said Unit which may be collected, and the collection thereof enforced, in the same manner as an Assessment. The Limited Common Elements include the following:

(a) Terraces or Courtyards. All terraces and courtyards are Limited Common Elements, each of which is appurtenant to the Unit it adjoins. A Unit Owner shall have the right to the exclusive use of the terrace or courtyard adjoining his Unit and shall be responsible for the maintenance, care and preservation of the paint and surface of the interior surface of any fence or wall, including patio floor, within said exterior terrace or courtyard, and the maintenance, care, preservation and replacement of the screening or enclosure on the said terrace or courtyard, if any. The color of all surfaces of the terrace or courtyard visible from the exterior of the Building shall be as specified by the Board of Directors of the Master Association. A Unit Owner may neither screen nor enclose his terrace or courtyard nor install any type of shed or similar object thereon except with the prior written approval of the Board of Directors of the Master Association. Said Board of Directors may designate a type or design of screening, enclosure or shed that it will approve, or in its sole discretion, it may refuse to approve any type of screening, enclosure or shed.

(b) Parking Spaces. All parking spaces are owned or controlled by the Master Association, provided that the right of the exclusive use of which shall be assigned to Unit Owners by the Developer/Declarant and thereafter the Master Association by the execution of an unrecordable document showing the number of the parking space, the Unit to which it is appurtenant and the names of the transferor and transferee of the space. Upon such assignment being made, such parking space shall become a Limited Common Property for the exclusive use of the Unit Owner. Nevertheless, any Unit Owner's right to use a parking space shall not prohibit persons other than such Unit Owner from going upon said space, so long as the Unit Owner's ability to use such space is not obstructed thereby. The Master Association will maintain a book for the purpose of listing the assignee of the right of use of each parking space and the transfers thereof. Upon the assignment by the Developer/Declarant or the Master Association of the right to use a parking space, the Master Association shall cause the transfer to be recorded in said book, and the Unit Owner to whom the use of such parking space is assigned shall have the exclusive right to the use thereof. Such parking space shall thereupon be appurtenant to the Unit of such Unit Owner, and if the right to use such parking space has not otherwise been assigned pursuant to the provisions of this subsection, upon the conveyance of, or the passing of title to, such Unit, the right to use such parking space shall be deemed to have been assigned with such Unit. Parking spaces may not be separately transferred and shall pass with the

transfer of the Unit as a Limited Common Properties except that the use of a parking space may be surrendered or assigned by a Unit Owner to the Master Association at any time.

8.2 Common Elements. The Common Elements include the Land and all of the parts of the Condominium other than the Units. The Common Elements specifically include, without limitation: (a) all load-bearing walls and structural parts of the Building, whether or not located within the boundaries of a Unit; (b) all easements through Units for conduits, ducts, plumbing, wiring and other facilities for furnishing Utility Services to Units and the Common Elements; (c) an easement of support in every portion of a Unit which contributes to the support of the Building; (d) the property and installations required for furnishing utilities and other services to more than one Unit or to the Common Elements; (e) cross-easements for ingress, egress, support, maintenance, repair, replacement and utilities; (f) easements for encroachments by the perimeter walls, ceilings and floors surrounding each Unit caused by settlement or movement of the Building or caused by minor inaccuracies in construction or reconstruction which now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist; and (g) easements for overhanging troughs or gutters, downspouts and for the discharge therefrom of rainwater and the subsequent flow thereof over any Unit.

ARTICLE 9: OWNERSHIP OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

9.1 The Common Surplus, the Common Elements and the Limited Common Elements shall be owned by the Condominium Owners in accordance with the Percentage of Ownership attributable to each Unit as set forth in the "Schedule of Percentage of Ownership in Common Elements, Common Expense and Common Surplus" attached hereto.

ARTICLE 10: PARTITION

10.1 The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and, except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom, shall pass with the title to the Unit, whether or not separately described, and cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie in favor of any Unit Owner, except as provided herein with respect to termination of the Condominium.

ARTICLE 11: ASSESSMENTS

The Association, through the Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary or adequate to provide for the Common Expenses in accordance with any estimated operating budget adopted by the Association and such other Special Assessments as are specifically provided for in this Declaration, taking into consideration, however, the duties and responsibilities, and the assessments therefore established by the Master Association. Special Assessments and Assessments against Unit Owners for Common Expenses shall be levied and collected pursuant to the By-Laws and subject to the following provisions:

11.1 Share of Common Expenses and Common Surplus. Each Unit Owner shall be liable for a proportionate share of the Common

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Expenses and shall share in the Common Surplus in the percentage as set forth beside the designation for his Unit in the Schedule of Percentage of Ownership in Common Elements, Common Expenses and Common Surplus, attached as an exhibit hereto, but such share shall not vest or create in any Unit Owner the right to withdraw or receive a distribution of his share of the Common Surplus.

11.2 Assessment Roll. The assessments for Common Expenses shall be set forth upon a roll of the Units which shall be available in the office of the Association for inspection by Unit Owners at all reasonable times. Such roll shall indicate for each Unit the name and address of the owner or owners, the assessments for all purposes, and the amounts paid and unpaid for all assessments.

11.3 Assessments For Recurring Expenses. Assessments for recurring expenses for each account shall include the estimated expenses chargeable to each Unit Owner's account and a reasonable allowance for contingencies, deferred maintenance and reserves, less the unused fund balance credited to such account. Assessments shall be made for the calendar year annually in advance on December 1st preceding the year for which assessments are made. Such assessments shall be due in twelve (12) equal consecutive monthly payments, payable on the first day of each month of the year for which the assessment is made, provided however, that upon default in the making of any such installment payment, the entire assessment for the current calendar year shall forthwith be due and payable, without notice.

11.4 Special Assessments. Special Assessments shall include all other assessments as may be made by the Board of Directors from time to time to meet other needs or requirements of the Association in the operation and management of the Condominium including but not limited to such items as capital expenditures and replacements. Any such special assessment in an amount exceeding Two Thousand Five Hundred (\$2,500.00) Dollars per year per Unit which is not a recurring expense, except as to assessments for emergencies as hereinafter set forth, shall not be levied without the prior approval of Owners owning at least Seventy-five (75%) Percent of the Condominium Units (with the exception of assessments for reconstruction or repair after casualty which shall be governed by the provisions of ARTICLE 14). Special assessments will be assessed against and borne by the Owners of the Units in the same manner as assessments for other Common Elements except that such special assessments shall be due and payable not later than thirty (30) days after notice thereof, or as otherwise determined by the Board of Directors of the Association.

11.5 Assessments for Liens. All liens of any nature, including but not limited to taxes and special Assessments levied by any governmental authority, which are a lien upon more than one Unit or on any portion of the Common Elements shall be paid by the Association as a Common Expense and shall be assessed against the Units in the same manner as are all other Common Expenses.

11.6 Assessments for Emergencies. Notwithstanding anything to the contrary set forth in Paragraph 11.4 above, assessments for emergencies of Common Expenses requiring immediate repair which cannot be paid from the assessment for recurring expenses, shall only be made after approval of the Board of Directors of the Condominium Association. After such approval by the Board of Directors, such emergency assessment shall become effective, and it shall be due thirty (30) days after notice thereof in such manner as the Board of Directors may require. Assessments for emergencies will otherwise be assessed against and borne by the Owners of the Units in the same manner as other Common Expenses. Approval of the Condominium Association shall not be required for emergency assessments.

11.7 Liability For Payment in the Event of Foreclosure.

In the event of foreclosure by an Institutional First Mortgagee of an Institutional First Mortgage encumbering a Unit, the Purchaser of such Unit at such sale, his successors or assigns, shall not be liable for the unpaid portion of assessments attributable to such Unit for the period prior to and ending with the date of the foreclosure sale, unless the share of the unpaid portion of assessments is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage but such unpaid portion of the assessments shall be deemed to be a Common Expense, assessable against and collectible from the Unit Owners, excluding the purchaser, his successors or assigns. The foregoing provision shall also be applicable to the conveyance of a Unit to a First Mortgagee in lieu of foreclosure. The foregoing exemption for payment of assessments is in addition to and in no way restrictive of the additional exemptions granted herein to mortgagees. A First Mortgagee acquiring title to a Condominium Unit as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

11.8 Liability For Assessments. The owner of a Unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of a grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of either the grantor or grantee of the use or enjoyment of any Common Element or by abandonment of the Unit with respect to which the assessment is made. Except as provided in subparagraph 11.7, a purchaser or mortgagee of a Unit at a foreclosure or judicial sale, or a mortgagee acquiring title thereto by deed in lieu of foreclosure shall be liable for and shall pay all unpaid assessments which are due and payable when title is acquired and which become due and payable any time thereafter.

11.9 Lien For Assessments. Any unpaid portion of any assessment which is due shall constitute a lien upon:

(a) The Unit and all appurtenances thereto, which lien shall become effective upon the recordation of a claim of lien by the Association in the Public Records of Broward County, Florida which claim of lien shall not be recorded until the payment is past due for at least ten (10) days. When recorded, this lien shall be effective against the Owner of the Unit(s) against which the claim of lien has been filed as well as against all parties having constructive knowledge thereof, by virtue of such recordations; and,

(b) All tangible personal property located in the Unit except that such lien shall be subordinate to bona fide Institutional First Mortgages.

11.10 Collection.

(a) Assessments and installments paid on or after ten (10) days after due date shall bear interest at the highest rate allowed by law from due date until paid. All payments shall be applied first to interest, if accrued, and then to the assessment payment first due.

(b) The Association may enforce collection of any delinquent assessment by suit at law for the purpose of securing money judgments without in any way waiving any lien which secures the same in such suit. The Association may recover in addition to any assessments due it, interest thereon at the highest rate allowed by law, and

any and all costs incurred in connection with such suit or filing of claim of lien, including reasonable attorneys' fees, and appellate attorneys' fees.

(c) In addition to any other remedies available to the Association, the Association may foreclose its lien for delinquent assessments in a suit brought in the name of the Association in like manner as the foreclosure of a mortgage on real property. In any such foreclosure, the Owner shall be required to pay a reasonable rental for the Condominium Unit, which rental is hereby declared to be no less than the monthly assessments normally chargeable against said Owner, including any assessment for Common Expenses assessed against said Owner. The Association, in such foreclosure, shall be entitled to the appointment of a receiver to collect said rental for the Association. In addition thereto, the Association shall be entitled to recover in said foreclosure all costs incurred in connection with such suit, including reasonable attorney's fees and appellate attorneys' fees. The Association may bid on the Unit at said foreclosure sale and thereafter may acquire, hold, lease, mortgage and/or convey the same.

11.11 Unpaid Assessments. In the event that either any assessment or any installment thereof levied against any Unit Owner shall remain unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments are not received by the Association, such unpaid assessments and/or installments shall be deemed to be a Common Expense and treated in a manner consistent with the provisions for the assessment and collection of Common Expenses.

11.12 Continuing Obligation. Nothing contained herein shall be deemed to discharge a Unit Owner from his obligation to pay any assessment owed to the Association.

11.13 Limitation of Liability. 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 of Condominium and the By-Laws, except that the Owner of a Unit may be personally liable for acts or omissions of the Association in relation to the use of the Common Elements, but only to the extent of his pro-rata share of that liability in the same percentage as his interest in the Common Elements, and then in no case shall liability exceed the value of his Unit.

ARTICLE 12: THE OPERATING ENTITY

12.1 Administration. The Association will be responsible for the operation of the Condominium and shall have all of the powers, duties and obligations set forth in the Condominium Act, as well as all the powers and duties as are granted to and obligations imposed upon it by the Condominium Documents. Each Owner of a Condominium Unit, whether said Unit is acquired by purchase, conveyance, transfer by operation of law, or otherwise, shall be bound by the Condominium Documents.

12.2 Operating Procedures. The Association shall maintain accounting records according to good accounting practices, which records shall be open to inspection by Unit Owners at reasonable times. Reasonable written summaries of such records shall be supplied at least annually by the Association to Unit Owners. Such records shall include:

- (a) A record of all receipts and expenditures.
- (b) An Account for each Unit which shall designate the name and address of the Unit Owner, the amount and

due date of each assessment, the amounts paid upon the account and the balance due.

12.3 Membership and Voting Rights. Membership in the Association is automatic upon acquisition of ownership of a Condominium Unit and may not be transferred separate and apart from a transfer of the ownership of the Unit. Membership shall likewise automatically terminate upon sale or transfer of the Unit, whether voluntarily or involuntarily. There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Association. Such person shall be known (and is hereinafter referred to) as "Voting Member". If a Unit is owned by more than one person, the Owners of said Unit shall designate one of them as the Voting Member, or in the case of a Corporate Unit Owner, an Officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of Units in the Condominium and each Condominium Unit shall have no more and no less than one (1) equal vote in the Association. If one Owner owns more than one (1) Unit, he shall be entitled to one (1) vote for each Unit so owned. The vote of a Condominium Unit is not divisible.

12.4 Management Agreement. In order to facilitate the operation of the Condominium Property, and in order to maintain the Condominium and the Common Elements, the Association shall have the right to enter into a Management Agreement with a Management Company. The fact that such a Management Agreement may be entered into with a Management Company shall in no way prevent the Association from terminating that contract in accordance with the applicable statutes, and entering into a Management Agreement with any other Management Company, nor is it intended to defeat any rights of the Association with respect to such Management Company which the Association may have under the laws of the State of Florida or under any Management Agreement. In the event the Association enters into such Management Agreement, the Association, through its Board of Directors, may delegate to such Management Company certain of the powers and duties of the Association and the Board as the Board so determines, including, but not limited to, the duties of the Board with respect to the insurance provisions set forth in ARTICLE 13 below.

ARTICLE 13: INSURANCE

Insurance (other than title insurance which may be carried upon the Condominium Property and the property of the Unit Owners) shall be covered by the following Provisions:

13.1 Approval by Mortgage Holder. As hereinafter set forth, the approval of policies, designation of Insurance Trustee and certain other matters relating to insurance shall be subject to the approval and/or requirements of the Institutional Mortgagee holding the greatest principal dollar amount of Institutional First Mortgages encumbering Condominium Parcels. Such Institutional Mortgagee is herein referred to as the "Mortgage Holder".

13.2 Authority of Association to Purchase as Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association or the Master Association if it elects to do so, with itself and/or themselves as the named insured. In addition, in the case of insurance covering damage to the Building and appurtenances, the Association and the Master Association shall also be the named insured as agent for Unit Owners, without naming them, and their mortgagees, without naming them, as their interests may appear. Provisions shall be made for the issuance of certificates of insurance and mortgagee endorsements. The casualty insurance policy upon the Condominium Property shall contain or have attached a standard mortgage clause de-

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signating all holders of first mortgages upon the Condominium Property or any part thereof or interest therein, without naming such holders.

13.3 Specific Provisions of Policies. Any insurance policies covering damage to the Building and appurtenances or public liability shall be subject to the following provisions:

(a) In no event shall such insurance be brought into contribution with insurance purchased by the Unit Owners or their mortgagees; and

(b) Such policies shall provide that coverage shall not be prejudiced by (i) any act or neglect of any Unit Owner when such act or neglect is not within the control of the Association, or (ii) the failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

(c) Such policies shall provide that coverage may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all insureds named thereon and to all Institutional Mortgagees; and

(d) One copy of each such policy, or a certificate evidencing each such policy, and all endorsements thereon, shall be furnished by the Association upon request to each Institutional Mortgagee of a Unit covered by the policy, except that each such copy or certificate need not be furnished more than ten (10) days prior to the beginning of the term of the policy or not more than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall occur first; and

In the case of insurance policies covering damage to the Building and appurtenances, the kind, amounts, valuations and forms of such policies and the insurance companies issuing the same shall be subject to the approval of the Mortgage Holder. All policies of property insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore the damage in lieu of making a cash settlement, such election shall not be exercisable without the prior written consent of the Association or the Insurance Trustee, whichever of them is entitled to receive the proceeds of the insurance, or when such election would be in conflict with any requirement of law. The Association shall have the duty to insure all of the Common Elements of the Condominium, and in addition to said duty, shall have the authority, but not the duty, to insure all improvements and fixtures installed at the time of sales by the Developer in the Building or on the Land, whether or not such improvements and fixtures are a part of a Unit or the Common Elements. Such policies and endorsements thereon shall be deposited with the Insurance Trustee.

13.4 Authority of Individual Unit Owners to Purchase and Developer's Recommendation. It shall not be the responsibility or duty of the Association or the Master Association if it elects to do so to obtain insurance coverage upon any individual Unit or upon the personal liability (especially liability for accident within his own Unit), personal property or living expenses of any Unit Owner, but the Unit Owner may obtain such insurance at his own expense, provided such insurance may not be of a nature to affect policies purchased by the Association. Unit Owners shall furnish the Association with copies of all insurance policies obtained by them. The Owner of a Unit (as well as the holder of any Institutional Mortgage thereon) may obtain additional insurance at

his own expense. Such insurance shall be written by the same carrier as that insurance purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without contribution as against the same. The Developer recommends that each Owner of a Unit obtain a "Tenant's Homeowners Policy" or its equivalent, to insure against loss or damage to fixtures and interior partitions not included within the Common Elements, personal property used or incidental to the occupancy of the 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 Unit made or acquired at the expense of the Unit Owner.

13.5 Coverage.

(a) Casualty. The Building (including all of the Units but not including furniture, furnishings or other personal property supplied or installed by Unit Owners or Occupants) and other 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 and installed at the time of sales by the Developer), shall be insured in an amount not less than the maximum insurable replacement value, excluding foundation and excavation costs, or 100% of the full insurable value, whichever is greater, all as determined annually by the Board of Directors. The policy shall include an "Agreed Amount Endorsement", or its equivalent, and a "Demolition Endorsement", or its equivalent, allowing for coverage of the cost of demolition in the event of destruction and the decision not to rebuild. The policy shall also include an "Increased Cost of Construction Endorsement". Such coverage shall afford protection against:

(1) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; 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 Building.

(b) Public Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on, about or in connection with the Common Elements, including, if applicable, the Commercial Space, and the cabanas, or adjoining driveways and walkways, or any work, matters or things related to the Condominium Property or the Condominium Documents, with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or another Unit Owner, in such amounts as may be required by the Board of Directors of the Association, but not less than \$1,000,000, covering all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include, where applicable, protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and, if applicable, elevator collision, garage-keeper's liability, host liquor liability, and such other risks as shall customarily be covered with respect to condominiums similar in construction, location and use, and with a cross-liability endorsement

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to cover liabilities of a Unit Owner or the Association to a Unit Owner.

(c) Workmen's Compensation. Such insurance, and other mandatory insurance, when applicable, shall be obtained so as to meet the requirements of law.

(d) Fidelity. The Association shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers, Directors, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association, including, but not limited to, employees or professional managers. Such fidelity bonds shall meet the following requirements:

(1) Such fidelity bonds shall name the Association as an insured or obligee; and

(2) Such fidelity bonds shall be written in an amount established by a majority of the Board; and

(3) Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and

(4) Such fidelity bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the Association.

(e) Flood and Hurricane. If available, the Association shall obtain Federal Flood Insurance in the maximum permissible amount under the Federal Flood Insurance program and hurricane insurance.

(f) Other. The Association may also purchase and maintain insurance on personal property which is part of the Common Elements and such other insurance as it may deem necessary, with the premiums thereon to be paid from the Assessments levied against all of the Unit Owners in accordance with the provisions of this Declaration.

13.6 Premium. Premiums for insurance to be maintained by the Association or the Management Company, if any, shall be paid by the Unit Owners to the Association or the Master Association as a Common Expense, except that the amount of increase in any premium occasioned by misuse, occupancy or abandonment of any Unit, Units, their appurtenances or the Common Elements by a particular Unit Owner or particular Unit Owners shall be assessed against and paid by such Unit Owner or Unit Owners. Should the Association or the Master Association fail to pay such premiums when due, or should the Association or Master Association fail to comply with other insurance requirements of the Mortgage Holder, the Mortgage Holder shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, the Mortgage Holder shall be subrogated to the Assessment and lien rights of the Association as against the individual Unit Owners for the payment of such item of Common Expense.

13.7 Insurance Trustee. All insurance policies purchased by the Association or Master Association shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being an institution having offices in Broward County, Florida, and possessing trust powers, as may from time to time be approved by the Board of Directors of the Master Association,

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which trustee is herein referred to as the "Insurance Trustee", or in lieu thereof shall be paid to the said Board of Directors, which shall then act as the Insurance Trustee; provided, however, that the foregoing right of the said Board of Directors to select the Insurance Trustee shall be subject to the continuing approval of the Mortgage Holder. The Insurance Trustee may be designated before or after a casualty loss occurs.

13.8 Shares of Proceeds. The duties of the Insurance Trustee shall be to receive such insurance proceeds as are paid to it, and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. An undivided share of the proceeds on account of damage to Common Elements shall be held for each Unit Owner, with such share being the same percentage of the total proceeds as the share of the Common Elements appurtenant to his Unit as set forth in the Schedule of Percentage of Ownership in Common Elements, Common Expense and Common Surplus, attached as an exhibit hereto.

(b) Units. Except as provided in Subsection 13.8(c) below, proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the Building is to be restored, the proceeds shall be held for the Owners of damaged Units, with the share of each in the total proceeds being in the proportion that the cost of repairing the damage suffered by such Unit bears to the total cost of repair, which costs shall be determined by the Board of Directors.

(2) When the Building is not to be restored, the proceeds shall be held for the Owners of Units in the Building, in undivided shares which are the same as their respective shares of the Common Elements as set forth in the Schedule of Percentage of Ownership in Common Elements, Common Expense and Common Surplus attached as an exhibit hereto.

(c) Mortgagees. In the event a mortgagee endorsement has been issued with respect to a Unit, the share of the Owner of that Unit shall be held in trust for the mortgagee and the Unit Owner as their interests may appear. No mortgagee shall have any right to determine or participate in the determination whether or not any damaged property shall be reconstructed or repaired except as may be specifically provided elsewhere in this Declaration to the contrary.

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

(a) Expenses of Trustee. First, all expenses of the Insurance Trustee shall be paid or provision shall be made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, with 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 any such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided in this Declaration that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, with 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 any such mortgagee.

(d) Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association or the Master Association made by its President and Secretary or by either Association's managing agent as to the names of Unit Owners and their respective shares of the distribution.

13.10 Association as Agent. The Association is hereby irrevocably appointed agent, with full power of substitution, for each Unit Owner and for each owner of any other insured interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association or the Master Association, to bring suit thereon in its name and/or in the name of other insureds, to deliver releases upon payments of claims, to compromise and settle such claims, and otherwise to exercise all of the rights, powers and privileges of the Association and/or the Master Association and each Unit Owner or any other holder of an insured interest in the Condominium Property under such insurance policies; provided, however, the actions of the said Association shall be subject to the approval of the Mortgage Holder if the claim shall involve more than one Condominium Unit, and if only one Condominium Unit is involved, such actions shall be subject to the approval of any Institutional Mortgagee holding an Institutional Mortgage encumbering such Condominium Unit.

ARTICLE 14: RECONSTRUCTION OR REPAIR AFTER CASUALTY

14.1 Determination to Reconstruct or Repair. If any part of the Common Elements shall be damaged to the extent that reconstruction or repair is necessary, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) Common Elements. If the damage is solely to a portion or portions of the Common Elements and does not extend to the Units, the same shall be reconstructed or repaired.

(b) Common Elements and Units.

(1) Partial Destruction. If the damaged improvement is the Building and less than 90% of the amount of the Association's casualty insurance applicable to the Building is forthcoming by reason of such casualty, then the Building (including all Common Elements in any damaged Units and the bathroom and kitchen fixtures in such Units at the time of the conveyance thereof by the Developer, but not including furniture, furnishings or other personal property supplied or installed by any Occupant or Unit Owner other than the Developer) shall be reconstructed and repaired unless within sixty (60) days after notice is given to all Unit Owners and Institutional Mortgagees of the amount of such insurance which is forthcoming, at least 75% of the

Unit Owners and mortgagees holding Institutional Mortgages on at least 75% of the Condominium Units which are encumbered by Institutional Mortgages shall agree in writing that the same shall not be reconstructed or repaired.

(2) Total Destruction. If the damaged improvement is the Building and 90% or more of the amount of the Association's casualty insurance applicable to the Building is forthcoming by reason of such casualty, the Building shall not be reconstructed or repaired unless within sixty (60) days after notice is given to all Unit Owners and Institutional Mortgagees of the amount of such insurance which is forthcoming, at least 75% of the Unit Owners and mortgagees holding Institutional Mortgages on at least 75% of the Condominium Units which are encumbered by Institutional Mortgages shall, agree in writing that the same shall be reconstructed or repaired.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether or not the Unit Owners, where so provided, have made a decision whether or not to reconstruct or repair.

14.2 Plans and Specifications. Any reconstruction or repair must be made 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, and, if the damaged property is the Building, by the Owners of all damaged Units and by the Mortgage Holder if it shall hold an Institutional Mortgage upon one or more of the damaged Units, and if the Mortgage Holder does not hold a mortgage on at least one of the damaged Units, by all the holders of Institutional Mortgages on the damaged Units, which approvals shall not be unreasonably withheld.

14.3 Responsibility. If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of the respective Unit Owners, then those 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.

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

14.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray completely the estimated cost of reconstruction and repair by the Association, 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, Special Assessments shall be levied against the Unit Owners who own the damaged Units, and, in the case of damage to Common Elements, Assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments against Unit Owners for damage to Units shall be in the proportion that the cost of reconstruction and repair of their respective Units bears to the total cost of such reconstruction and repair. Such an Assessment against a Unit Owner on account of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements. Special Assessments

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for reconstruction and repair may be collected, and the collection enforced, in the same manner as an Assessment.

14.6 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 Insurance Trustee and funds collected by the Association from Assessments and Special Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of the Assessments and Special Assessments levied by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessment shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums, if any, deposited with the Insurance Trustee by the Association from the collection of Assessments and Special Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) 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 Board of Directors; provided, however, that upon request to the Insurance Trustee by an Institutional Mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in accordance with the procedure set forth in Section 14.6(b)(2) below.

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

(3) Unit Owner. If there is a balance of insurance proceeds after the payment of the costs of reconstruction and repair that are the responsibility of the Association, this balance shall be distributed to Owners of damaged Units who are responsible for the reconstruction and repair of the damaged portions of their Units. The distribution to each such Owner shall be made in the proportion that the estimated cost of reconstruction and repair of the damage to his Unit bears to the total of such estimated costs in all damaged Units; provided, however, that no Unit Owner shall be paid an amount in excess of such estimated costs for his Unit, and if there is an Institutional Mortgage upon a Unit, the distribution shall be paid to the Unit Owner and the Institutional Mortgagee jointly, and they may use the proceeds as they may determine.

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(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 a 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; except, however, that the part of a distribution to a beneficial owner which is not in excess of the Assessments and Special Assessments paid by such owner into the construction fund shall not be made payable to any holders of a mortgage on a Unit.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine any fact or matter relating to its duties hereunder, including whether or not sums paid by Unit Owners upon Assessments or Special Assessments shall be deposited by the Association with the Insurance Trustee, whether the disbursements from the construction fund are to be made upon the order of the Association or upon approval of an architect or otherwise, whether a disbursement is to be made from the construction fund, or whether surplus funds to be distributed are less than the Assessments and Special Assessments paid by Unit Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or the Association's managing agent stating any or all of such matters, 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 an Institutional Mortgagee is herein required to be named as payee, the Insurance Trustee shall also name that Institutional Mortgagee as payee; and further provided that when the Association, or an Institutional Mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association.

14.7 Equitable Relief. In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and in the event the Condominium Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner or any Institutional Mortgagee shall have the right to petition a court of equity having jurisdiction in and for the county where the Condominium Property is located for equitable relief, which may, but need not necessarily, include a termination of the Condominium and a partition. The provisions of this subsection are paramount to all other provisions of ARTICLES 13 and 14 of this Declaration.

ARTICLE 15: TERMINATION

The Condominium may be terminated in one of the following manners:

(a) Agreement. The termination of the Condominium may be effected by the unanimous agreement of the Unit Owners and all Institutional Mortgagees, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of the land. The termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

(b) Destruction. In the event it is determined as is elsewhere provided that the Condominium shall not be rebuilt after destruction, the condominium form of ownership shall at such time be terminated.

(c) Rights of Mortgagees. Termination of the Condominium shall in no way impair the right of Institutional Mortgagees or lienors of the Condominium Units with respect to said Units.

(d) Rights of Unit Owners. Upon termination of the Condominium, the Condominium Property shall be owned in common by the Unit Owners in the same undivided shares as each Owner previously owned in the Common Elements.

(e) Rights of Developer. The Developer shall have the right to terminate this Condominium prior to the conveyance of title to the first Unit, which said termination shall be by the filing of a sworn affidavit pursuant to Florida Statutes.

ARTICLE 16: CONDEMNATION

16.1 Deposit of Awards with Insurance Trustee. If any of the Common Elements are taken by condemnation, the awards for that taking shall, for the purposes of this Declaration, be deemed to be proceeds from insurance on account of a casualty causing damage to the Common Elements within the meaning of ARTICLE 13, and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of the failure of any Unit Owner to do so, in the discretion of the Board of Directors a Special Assessment shall be levied against such Unit Owner in the amount of his award, or the amount of that award shall be set off against any sums hereafter made payable to that Owner pursuant to this section.

16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided in ARTICLES 13 and 14 for determining whether damaged Common Elements will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the condemnation awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided in this Declaration for the distribution of insurance proceeds if the Condominium is terminated after damage to the Common Elements. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of said awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after damage to the Common Elements.

16.4 Unit Reduced But Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, and the Owner of the Unit does not, within a reasonable period of time, provide the additional funds required for restoration, such additional funds

may, in the discretion of the Board of Directors, be expended for restoration by the Association and be assessed against the Unit Owner as a Special Assessment.

(b) Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to any Institutional Mortgagee(s) with a mortgage or mortgages encumbering the Unit, the remittance being made payable jointly to the Owner and Institutional Mortgagee(s).

(c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements, the Common Expenses and the Common Surplus appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the other Units shall be restated as percentages of the total of the new shares as reduced by the taking so that the shares of such other Units shall be in the same proportions to each other as before the taking.

16.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(a) Payment of Award. The award shall be paid first to all Institutional Mortgagees in an amount sufficient to pay off their mortgages due from those Units which are not habitable; and then jointly to the Unit Owners and other mortgagees of Units not habitable in an amount not to exceed the market value of the Unit immediately prior to the taking as diminished by any sums from the award previously reserved for Institutional Mortgagees; and the balance, if any, to the repairing and replacing of the Common Elements damaged by the taking.

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

(c) Adjustment of Shares in Common Elements, Common Expenses and Common Surplus. The shares in the Common Elements, the Common Expenses and the Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of said shares among the reduced number of Unit Owners. This adjustment shall be done by restating said shares of the continuing Unit Owners as percentages of the total of all percentages representing the aggregate shares of these continuing Owners as they existed prior to the adjustment so that the shares of such other Units shall be in the same proportions to each other as before the adjustment.

(d) Assessments. If the balance of the award (after payment to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to finance the alteration of the remaining portion of the Unit for use as a part of the Common Ele-

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ments, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. Such Special Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes affected by the taking.

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

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required elsewhere in this Declaration for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation, except that if a Unit is encumbered by an Institutional Mortgage, the distribution shall be paid jointly to the Owner and the Institutional Mortgagee of the Unit.

16.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by condemnation shall be evidenced by an amendment to this Declaration that need be approved only by a majority of the Board of Directors.

ARTICLE 17: USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions:

17.1 Residential Use. Each Unit shall be used only for residential purposes.

17.2 Nuisances. No nuisance shall be allowed upon the Condominium Property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents.

17.3 Pets. If the Condominium Rules and Regulations permit, Unit Owners and Occupants shall be allowed to keep such pets pursuant to the terms and conditions thereof, provided that the maintenance of such pets in their Condominium Units shall not constitute a nuisance. It shall be the obligation of the Association to promulgate and enforce whatever rules and regulations it deems appropriate to prevent the abuse of the pet privilege by those Unit Owners and Occupants having pets. Any pet causing or creating a nuisance or disturbance shall be permanently removed from

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the Condominium Property forthwith upon written notice from the Board of Directors of the Association, acting through one of the duly elected Officers of the Association.

Unless the Rules and Regulations otherwise provide, no Unit Owner may maintain any pets or animals in a Unit without the prior written consent of the Board. Consent, if given, may be revoked at any time with or without cause. No tenants, guests or invitees of an Owner shall be permitted to bring animals of any kind on the Condominium Property. Consent, if required as aforesaid, to keep a pet shall expire when the pet dies or is no longer kept by the Owner. No animals shall be allowed to commit a nuisance in any public portion of the Condominium Property. Dogs may not be kept in Limited Common Elements when the Owner is not in the Unit. Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' notice.

17.4 Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the Condominium Property nor any part thereof; and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

17.5 Leasing or Renting. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable Rules and Regulations, or other applicable provisions of any agreement, document or instrument governing or affecting the Condominium. Leasing of Units shall also be subject to the prior written notice to the Association. No lease shall be permitted for a term less than ninety (90) days. The Unit Owner will be jointly and severally liable with the tenants to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant and Special Assessments may be levied against the Unit therefor. All leases shall also comply with and be subject to the provisions of ARTICLE 18 hereof and shall be, and are hereby made, subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. The Board may elect to waive or not to enforce the provisions of this Section 17.5 in any given case or cases, provided no such intentional waiver or failure to enforce shall thereafter prevent the Board from enforcing these provisions in the future in any given case or cases.

17.6 Commercial Usage. No Condominium Unit, whether owned or leased, may be used to conduct any trade or business, the conduct of which would require the license or certification from any municipal, county, state or federal agency or licensing authority.

17.7 Rules and Regulations. The Board of Directors may adopt and promulgate Rules and Regulations concerning the use and occupancy of the Units and the Condominium Property and otherwise involving or concerning the Condominium. All of such Rules will be enforceable against and binding upon all owners and Occupants, including the Initial Rules and Regulations of the Condominium which have been adopted and are attached hereto as "Rules and Regulations". Same may be amended from time to time by the Board

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of Directors of the Association. Copies of such Rules and Regulations and Amendments thereto shall be furnished to all Unit Owners. Any Amendments to the Rules and Regulations by the Board of Directors shall not be required to be filed as an Amendment to the Declaration of Condominium, nor recorded among the Public Records. No amendment to the Rules and Regulations shall be made which would, in any way, impair, alter or otherwise limit or affect the rights of the Developer or any Institutional First Mortgagee.

17.8 Occupancy. Each Unit shall be used only as a residence for the Occupants thereof, except as otherwise expressly provided in this section. A Unit owned by an individual, corporation, partnership, trust, estate or foundation may only be occupied by the following persons, and such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the beneficiaries of such trust, estate or foundation, or (v) permitted Occupants under a lease or sublease of the Unit, as the case may be. Occupants of a leased or subleased Unit must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a beneficiary of a lessee or sublessee which is a trust, estate or foundation. Except as provided to the contrary herein, no more than one family may reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children and grandchildren. In no event may more than four persons occupy a one-bedroom Unit or section thereof, nor more than five persons occupy a one-bedroom convertible Unit or section thereof, nor more than six persons occupy a two-bedroom Unit or section thereof, nor more than seven persons occupy a three-bedroom Unit or section thereof. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this subsection 17.8 shall not be applicable to Units owned or used by the Developer for model apartments, sales offices or management services.

ARTICLE 18: SELLING, LEASING AND MORTGAGING OF UNITS

No Unit Owner other than the Developer may sell or lease his Unit except by complying with the following provisions:

18.1 Right of First Refusal. Any Unit Owner who receives a bona fide offer to purchase his Unit (such offer to purchase a Unit is called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offeror", and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which he intends to accept, shall give notice by certified mail, return receipt requested, to the Board of Directors and to the Developer of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Directors or Developer may reasonably require. The giving of such notice to the Board of Directors and the Developer shall constitute an offer by such Unit Owner to sell his Unit to the Developer (or as hereinafter provided, to the Association) or its designee upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Unit Owner who has received such Outside Offer to the Developer and the Association that such Unit Owner believes the outside Offer to be bona fide in all respects. The Offeree Unit owner shall submit in writing such further information with respect thereto as the Developer or the Association may reasonably request. Not later than ten (10) days after receipt by the Developer of such notice, together with such further information as

Developer may have requested, the Developer or its designee may elect, by sending written notice to such Offeree Unit Owner before the expiration of said ten (10) day period by certified mail, to purchase such Unit upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner.

In the event the Developer shall timely elect to purchase such Unit or to cause the same to be purchased by its designee, title shall close at the office of the attorneys for the Developer, in accordance with the terms of the Outside Offer, within forty-five (45) days after the giving of notice by the Developer of its election to accept such offer. If, pursuant to such Outside Offer to purchase said Unit, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Developer may purchase the Unit and assume or take title to the Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Unit is to be sold, shall convey the same to the Developer, or to its designee, by statutory warranty deed, with all tax and/or documentary stamps affixed at the expense of such Unit Owner, who shall also pay all other taxes arising out of such sale. Title shall be good and marketable and insurable and the Offeree Unit Owner shall deliver an abstract or provide a title binder (and, subsequently, title insurance) at its expense at least thirty (30) days prior to such closing. Real estate taxes, mortgage interest, if any, and Common Expenses shall be apportioned between the Offeree Unit Owner and the Developer, or its designee, as of the closing date.

In the event the Developer or its designee shall fail to give notice of its election within the Developer's ten-day period (or in the event the Developer shall elect not to accept disposition of the Unit), the Unit Owner shall then give notice of such fact to the Association by forwarding written notice (identical to that given to the Developer), together with such other information as the Association may reasonably require. Upon receipt by the Association of the required Notice, the Association shall have ten (10) days from receipt thereof to approve or disapprove the proposed purchaser. If the Association disapproves of the proposed purchaser, the Association shall, within ten (10) days after such disapproval, furnish the Unit Owner with an approved purchaser who will accept the terms of sale identical to those terms set forth in the Notice to the Association by the Unit Owner, including the terms of the bona fide offer. In the event the Association does not furnish to the Unit Owner a substitute purchaser in the manner provided above, the Unit Owner shall be free to sell his Unit to the purchaser initially proposed by him, and the Association shall provide said purchaser with a Certificate of Approval.

Any approval by the Association shall be in recordable form and delivered by the Association to the purchaser, and except as otherwise provided herein, no sale of any Unit shall be valid without such approval.

No approval by the Association shall be required in the event of the exercise by the Developer of its right of first refusal provided above. No conveyance to the Association or to third parties shall be valid and binding unless and until there shall be recorded among the Public Records of Broward County, Florida, a waiver, signed by the Developer, waiving the Developer's right of first refusal as hereinabove set forth, and any such conveyance made in violation hereof shall be voidable by the Developer.

Any deed or lease to an Outside Offeror shall provide (or shall be deemed to provide) that the acceptance thereof by the grantee or tenant shall constitute an assumption of the provisions of the Declaration, the By-Laws, the Articles of Incorporation, applicable Rules and Regulations and all other agree-

ments, documents or instruments affecting the Condominium Property or administered by the Association, as the same may be amended from time to time.

Any lease executed by a Unit Owner to lease a Unit shall be on such forms as are approved by the Board of Directors. No lease shall be valid unless notice thereof, including the name and address of the proposed tenant and a copy of the proposed lease is furnished to the Board prior to such tenancy and any such lease shall be consistent herewith and with the By-Laws and Rules and Regulations and shall provide specifically that (i) it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Directors, (ii) the tenant shall not assign his interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of the Board of Directors, and (iii) the Board of Directors shall have the power, but shall not be obligated, to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (a) a default by the tenant in the performance of its obligations under such lease to the extent such default affects the Association in the opinion of the Board, or (b) a foreclosure of the lien granted under the Act. Such lease shall also comply with the provisions of Article 17.5 hereof.

Any purported sale or lease of a Unit in violation of this Article shall be voidable at any time at the election of the Association and if the Board of Directors shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported tenant (in case of an unauthorized leasing), or void a conveyance (in case of an unauthorized sale). Said Unit Owner shall reimburse the Association for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

The foregoing restrictions shall not apply to Units owned by or leased to the Developer or owned by any Institutional First Mortgagee acquiring title by foreclosure or by a deed in lieu of foreclosure. The Developer and such Institutional First Mortgagees shall have the right to sell, and the Developer also to lease or sublease, Units they own without having to first offer the same for sale or lease to the Association.

The foregoing provisions have been established in order to maintain congeniality among the residents of the Buildings and to assure the ability and responsibility of each Buyer to pay those obligations that are required to be paid hereunder. In no event shall the provisions hereof be used to foster discrimination or to deny the purchase or occupancy of any Unit to any person by reason of race, religion, creed, national origin or sex.

Any sale which is not authorized by either the Developer or the Association pursuant to the terms of this Declaration shall be voidable by the Association or the Developer unless subsequently approved by the Association or the Developer, which approval or waiver, if by the Developer, shall be in the form specified in subparagraph 18.5 below.

18.2 Consent of Unit Owners to Purchase Units by the Association. The Association shall not exercise any option hereinabove set forth to purchase any Unit without the prior approval of Owners of a majority of the Units present in person or by proxy and voting at a meeting at which a quorum has been obtained.

18.3 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit

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shall be deemed to include that Unit's appurtenant interest in the Common Elements.

18.4 Release by the Association and the Developer of the Right of First Refusal. The right of first refusal contained in Article 18.1 may be released or waived by the Developer or the Association only in the manner provided in Article 18.5. In the event the Developer and/or the Association shall release or waive its right of first refusal as to any Unit, such Unit may be sold, conveyed or leased free and clear of the provisions of said Article 18.1.

18.5 Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by an officer of the Association and a certificate executed by the Developer stating that the provisions of Article 18.1 have been satisfied by a Unit Owner, or stating that the right of first refusal contained therein has been duly released or waived by the Association and the Developer and that, as a result thereof, the rights of the Association and the Developer thereunder have terminated (as to that sale only) shall be conclusive with respect to all persons who rely on such certificate in good faith. The Board of Directors and the Developer shall furnish such certificate upon request to any Unit Owner in respect to whom the provisions of such Article have, in fact, terminated or been waived. No fee shall be charged by the Association in connection with the furnishing of such certificate in excess of the charges reasonably required for same, and such charges shall not exceed the maximum amount allowed under the Act (as it is amended from time to time). No charge shall be made in connection with the consideration of the approval of an extension or renewal of a previously approved lease. No fee shall be charged by the Developer with respect to the furnishing of its waiver of right of first refusal.

18.6 Financing of Purchase of Units by the Association. The purchase of any Unit by the Association shall be made on behalf of all Unit Owners, if approved in the manner set forth in Article 18.2 hereof. If the available funds of the Association are insufficient to effectuate any such purchase, the Board of Directors may levy an Assessment against each Unit Owner (other than the Offeree Unit Owner), in proportion to his share of the Common Expenses, and/or the Board of Directors may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the Unit to be purchased.

18.7 Exceptions - Rights of Mortgagees. The provisions of Article 18.1 shall not apply with respect to any sale or conveyance of any Unit by (a) the Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or a trustee, corporation or other entity where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trustee, corporation or other entity, or to any one or more of the above, (b) the Developer, (c) the Association, (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit, or delivering a deed in lieu of foreclosure, or (e) an Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure, or any lease, sale or conveyance by or to an Institutional First Mortgagee; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this ARTICLE 18.

18.8 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this ARTICLE 18.

18.9 Mortgage of Units. Each Unit Owner shall have the right to mortgage his Unit without restriction.

ARTICLE 19: LIENS

19.1 Protection of Property. All liens against a Unit other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before they become delinquent.

19.2 Notice of Lien. A Unit Owner shall give notice to the Association of every lien against his Unit other than mortgages, taxes, and special assessments within five (5) days after the lien has attached.

19.3 Notice of Suit. Every Unit Owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner receives actual notice thereof.

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

ARTICLE 20: TAXES

20.1 The Condominium Act provides that property taxes and special assessments assessed by municipalities, counties and other taxing authorities shall be assessed against the Condominium Unit individually and not upon the Condominium Property as a whole. Such taxes, when assessed shall be paid by each Unit Owner, and this assessment shall be in addition to each Unit Owner's share of the Common Expenses.

20.2 Whenever a tax is assessed against the Condominium Property as a whole instead of against each Condominium Unit, such tax shall be treated as a Common Expense and shall be borne by the Unit Owners in the proportions specified in the "Schedule of Percentage of Ownership in Common Elements, Common Expense and Common Surplus" attached hereto.

ARTICLE 21: COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms and conditions of the Condominium Documents. A default shall entitle the Association or other Unit Owners to the following relief:

21.1 Legal Proceedings. In addition to the remedies for the foreclosure of a lien as elsewhere herein provided, the Association shall have each and all of the rights and remedies which may be provided for in the Condominium Documents or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or Owners for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages liquidated or otherwise, together with interest thereon at the maximum legal rate shall be charged to and assessed against such defaulting Unit Owner, and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses and upon his Unit and upon

all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Condominium Property. In the event of any such default by any Unit Owner, the Association shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner.

21.2 Negligence. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees. Should the rates for the insurance required to be carried by the Association be increased due to the use, misuse, occupancy or abandonment of a Unit by the Unit Owner, said Owners alone shall be liable to the Association for the increase and such increase shall not be deemed to be a common expense of the Association.

21.3 Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and reasonable attorneys' fees both at the trial and appellate levels from the other party.

21.4 Waiver of Rights. The failure of the Association or of any Unit Owner to enforce the covenants, restrictions or other provisions of the Condominium Documents shall not constitute a waiver of the right to do so thereafter.

ARTICLE 22: ADDITIONAL RIGHTS OF INSTITUTIONAL MORTGAGEES

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

22.1 Annual Financial Statements of Association. To be furnished on request with at least one copy of the annual financial statement and report of the Association, prepared by or for the Association, including a detailed statement of annual carrying charges, or income collected, and operating expenses; such financial statement and report to be furnished, upon request, within ninety (90) days following the end of each fiscal year. Further, the Association shall make available to Unit Owners, Institutional Mortgagees, and to holders, insurers or guarantors of any Institutional Mortgage, during normal business hours, current copies of the Declaration, By-Laws, rules and regulations and the books, records and financial statements of the Association.

22.2 Notices of Meeting. To be given written notice by the Association, if requested, of the call of a meeting of the Unit Owners or the Board of Directors to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws, which notice shall state the nature of the amendment being proposed.

22.3 Notices of Default. As to a Condominium Parcel encumbered by an Institutional Mortgage held by such Institutional Mortgagee, to be given, if requested, written notice of any default in the performance of the obligations of the owner of such Condominium Parcel under the Condominium Documents or rules or regulations promulgated thereunder which is not cured within thirty (30) days after such default.

22.4 Insurance Endorsements. To be given an endorsement of the policies covering the Common Elements and Limited Common Elements with regard to which such Institutional Mortgagee is entitled to be given any notice of cancellation.

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

In addition to the foregoing, upon written request to the Association, any Institutional Mortgagee or guarantor of any such Institutional Mortgage, will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE 23: AMENDMENT

23.1 Declaration of Condominium. Except as set forth in Article 25 and as herein otherwise provided, amendments to this Declaration shall be adopted as follows:

(a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered.

(b) Resolution. A resolution adopting and approving a proposed amendment shall be proposed, adopted and approved by the Board, and after being proposed, adopted and approved by the Board, it must be adopted and approved by the members. Directors and Unit Owners not present at the meeting considering the amendment may approve and adopt same in writing. Such proposals, adoptions and approvals must be by a vote of not less than fifty-one (51%) percent of the Unit Owners entitled to vote, except as to an amendment altering the percentages of ownership in the Common Elements or the voting rights of any of the Owners of the Condominium, any of which shall require the approval of one hundred percent (100%) of the Owners, except as provided for in ARTICLE 4.5.

(c) Consent. No amendment shall be made which would affect or in any way alter the extent, nature and priority of the lien and rights of Institutional Mortgages without the consent of all such Institutional Mortgagees.

(d) Approval. ARTICLE 4 and ARTICLE 18 (as it applies to the Developer's right of first refusal) and ARTICLE 24 of this Declaration of Condominium may not be amended without the written approval and joinder of the Developer. Further, no amendment shall be made which would in any way alter or impair the rights or activities of the Developer hereunder, without its prior written consent.

(e) Recording. A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be duly recorded in compliance with the Condominium Act. The amendment shall

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become effective when recorded among the Public Records of Broward County, Florida.

23.2 Articles of Incorporation and By-Laws. The Articles of Incorporation and the By-Laws of the Association shall be amended only in the manner provided therein.

23.3 Proviso. Except as provided in ARTICLE 4.5, no amendment shall change any Condominium Unit nor the share of the Common Elements, Common Expenses or Common Surplus attributable to any Unit, nor the voting rights appurtenant to any Unit, unless the record Owner or Owners thereof and all record owners of liens upon such Unit or Units shall join in the execution of such amendments. No amendment or change to this Declaration or to the Articles of Incorporation or the By-Laws of the Association shall be effective to affect or impair the validity or priority of any mortgage encumbering a Unit without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said Unit or Units, which consent shall not be unreasonably withheld and shall be executed with the formalities required for deeds and filed with the aforesaid amendment. The Developer reserves the right, at any time prior to the closing of the sale of the first Condominium Unit under this Declaration of Condominium, to make amendments to the Condominium Documents so long as said amendments do not affect the percentages of ownership in the Common Elements, assessments, voting rights, location or size of any Unit, except as provided in ARTICLE 4.5.

ARTICLE 24: THE MASTER ASSOCIATION

The Condominium is part of a project known as NOB HILL AT WELLEBY (the "Project"). The Common Properties of the Project (as defined in the Homeowners' Covenants) (which are expected to include all property other than the Condominiums and Common Elements appurtenant thereto to be constructed in the Project) are governed by the Master Association pursuant to the Homeowners' Covenants. The Homeowners' Covenants also contain certain rules, regulations and restrictions relating to the use of such Common Properties, as well as the Condominium Property. Each Unit Owner will be a member of the Master Association and subject to all of the terms and conditions of the Homeowners' Covenants, as amended from time to time. Among the powers of the Master Association are the power to assess Unit Owners (and other members of the Master Association) for a prorata share of the expenses of the operation and maintenance, and the management fees relating to such Common Properties, and to impose and foreclose liens in the event such assessments are not paid when due. All such assessments shall, for the purposes and subject to the limitations expressed herein, be Common Expenses. The Unit Owners shall also be entitled to use, on a non-exclusive basis, all of said Common Properties in accordance with the terms of the Homeowners' Covenants, provided certain of such Common Properties may be designated for the specific use of one or more of the Unit Owners, all as provided in the Homeowners' Covenants. If, for any reason, the Homeowners' Covenants are terminated, all rights to use the Common Properties shall immediately cease and terminate and the Developer shall have the right to erect appropriate barricades to prevent such use. No prescriptive rights shall accrue regardless of the length or nature of use as long as the Homeowners' Covenants are in effect. The Developer represents that all Condominiums expected to be included within the Project will be declared and added to the Project, subject to weather, fire, storm or other casualty, strikes, lockouts or other labor disputes or acts of force majeure, within seven (7) years following the recordation of the first Declaration of Condominium in the Project.

24.1 Covenant Running with the Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, as well as the Homeowners' Cove-

nants, and all applicable management contracts shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as well as the Homeowners' Covenants, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit, shall constitute an adoption and ratification by such Unit Owner, tenant or occupant of the provisions of this Declaration and the Articles, By-Laws and applicable rules and regulations of the Association, as well as the Homeowners' Covenants, and all applicable management contracts, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained therein.

ARTICLE 25: ADDITIONAL PROVISIONS

25.1 Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, section, subsection, sentence, clause, phrase, word or other provision of this Declaration, the Articles, the By-Laws, the Rules and Regulations of the Association promulgated pursuant thereto, and any exhibits attached hereto, as the same may be amended from time to time, or the Condominium Act, or the invalidity in whole or in part of the application of any such covenant, restriction, paragraph, subparagraph, section, subsection, sentence, clause, phrase, word or other provisions shall not affect the remaining portions thereof.

25.2 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by the Condominium Documents or the Rules and Regulations adopted pursuant to such documents, such dispute or litigation shall be governed by the laws of the State of Florida.

25.3 Waiver. No provisions contained in the Condominium Documents shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

25.4 Ratification. Each Unit Owner, by reason of having acquired ownership of his Condominium Unit, whether by purchase, gift, operation of law or otherwise, shall be deemed to have acknowledged and agreed that all the provisions of the Condominium Documents and the Rules and Regulations promulgated thereunder are fair and reasonable in all material respects.

25.5 Gender, Plurality and Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, the use of the singular shall include the plural and the use of the plural shall include the singular. The provisions of the Condominium Documents shall be liberally construed to effectuate their purpose of creating a uniform plan for the operation of a Condominium.

25.6 Captions. The captions used in the Condominium Documents are inserted solely as a matter of convenience and reference and shall not be relied upon and/or used in construing

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the effect or meaning of any of the text of the Condominium Documents.

25.7 Assignment. All rights in favor of the Developer reserved in this Declaration are freely assignable in whole or in part by the Developer and may be exercised by any nominee of the Developer and/or exercised by the successors in interest of Developer.

25.8 Rule Against Perpetuities. If any provision of this Declaration or any Exhibit hereto would otherwise violate the Rule Against Perpetuities, or any other rule, statute or law imposing time limits, including but not limited to the Developer's right of first refusal, such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Wallace Antin, plus twenty-one (21) years.

ARTICLE 26: COVENANT RUNNING WITH THE LAND

All provisions of the Condominium Documents shall, to the extent applicable and unless otherwise expressly therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions of the Condominium Documents shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All Unit Owners and Occupants of Units shall be subject to and shall comply with the provisions of the Condominium Documents and the Rules and Regulations promulgated thereunder.

ARTICLE 27: NOTICE TO DEVELOPER

Whenever notice is required to be given by the Association or a Unit Owner to the Developer, such notice shall be delivered by certified mail, return receipt requested, to the Developer at 1841 N.E. 146th Street, North Miami, Florida, 33181, or at such other addresses the Developer shall from time to time designate in writing to the Association.

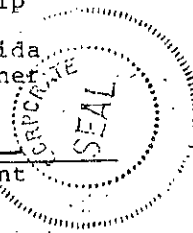
IN WITNESS WHEREOF, the undersigned have hereunto executed this instrument and affixed their seals at Sunrise, Broward County, Florida, this 13 day of March, 1988.

Signed Sealed and Delivered
In the Presence of:

NOB HILL AT WELLEBY, LTD., a
Florida Limited Partnership

By: BETA I CORP., a Florida
corporation, General Partner

By: Wallace Antin
WALLACE ANTIN, President



Jean M. Hanna
Beverly Kamm

STATE OF FLORIDA
COUNTY OF BROWARD

Before me the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared WALLACE ANTIN, President of BETA I CORP., a Florida corporation as General Partner of NOB HILL AT WELLEBY, LTD., a Florida Limited

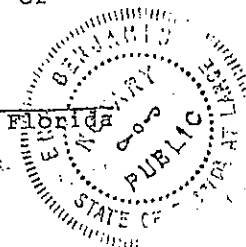
Partnership, and acknowledged to and before me to be the individual described in and who executed the foregoing instrument as President of said corporation as General Partner of said Limited Partnership, and that said instrument is the free act and deed of said Limited Partnership.

WITNESS my hand and official seal, this 13th day of March, 1984.

Eve Benjamin
NOTARY PUBLIC, State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 18, 1988
Sponsored thru Key State Insurance, Inc.



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JOINDER AND CONSENT OF MORTGAGEE

FLORIDA NATIONAL BANK OF MIAMI, N.A., a National Banking Association ("Mortgagee"), is the owner and holder of a mortgage encumbering the Property described in Exhibit "1" of the Declaration of Condominium of NOB HILL AT WELLEBY CONDOMINIUM NO. 2, to which this Joinder and Consent is attached.

To the extent a mortgagee may be required to do so under the Condominium Act, Florida Statute Section 718, et seq., Mortgagee joins in and consent to the execution and recording of the foregoing Declaration of Condominium of NOB HILL AT WELLEBY CONDOMINIUM NO. 2, and agrees that the lien of its mortgage will hereafter be upon each and every of the Units set forth and referred to in the Declaration, together with the undivided interest in the Common Elements and Limited Common Elements appurtenant to each and every such Unit.

However, for so long as Mortgagee has a mortgagee's interest in the Property, any subsequent amendment to the Declaration or the attached Exhibits will not be valid unless consented to by Mortgagee in writing.

This consent shall not alter, abridge or otherwise impair the lien, operation, and/or priority of the above mortgage and the covenants, representations and agreements contained in the Declaration and in the Exhibits thereto shall not be deemed to be the covenants, representations and agreements of the Mortgagee, same being specifically disclaimed by the Mortgagee.

Signed, Sealed and Delivered
In the Presence Of:

Amey Marmashev
Lillian Gonzalez

FLORIDA NATIONAL BANK OF MIAMI,
N.A., now known as FLORIDA NATIONAL
BANK

By: Kenneth M. Neely
Kenneth M. Neely, Vice-President

Attest: Constance L. McNabb
Constance L. McNabb, Real Estate Officer

STATE OF FLORIDA

COUNTY OF DADE

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared Kenneth M. Neely, as Vice-President, and Constance L. McNabb, as Real Estate Officer of FLORIDA NATIONAL BANK OF MIAMI, N.A., to me well known and known to me to be the person described in and who executed the foregoing instrument in his capacity as same and acknowledged to me that said instrument was executed for the purposes herein described on behalf and as an act of the said National Banking Association.

WITNESS my hand and official seal at Dade County, Florida, this 20th day of March, 1984.

Amey Marmashev
NOTARY PUBLIC, State of Florida

My Commission Expires:

1868g

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAR 22 1987
BONDED THRU GENERAL INSURANCE UND

EXHIBIT "A"
LAND DESCRIPTION OF CONDOMINIUM PROPERTIES
TO NOB HILL AT WELLEY CONDOMINIUM #2

A PORTION OF PARCEL a, "UNIT 13" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS LYING IN SECTION 20, TOWNSHIP 49 SOUTH, RANGE 41 EAST, CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL a; THENCE SOUTH 71 13' 19" EAST FOR 86.09 FEET; THENCE SOUTH 86 16' 20" EAST FOR 103.30 FEET; THENCE SOUTH 89 12' 13" EAST FOR 177.57 FEET (SAID LAST MENTIONED THREE COURSES WERE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL a); THENCE SOUTH 00 47' 47" WEST FOR 166.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 47' 47" WEST FOR 2.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 5.33 FEET; THENCE SOUTH 00 47' 47" WEST FOR 9.33 FEET; THENCE NORTH 89 12' 13" WEST FOR 2.67 FEET; THENCE SOUTH 00 47' 47" WEST FOR 62.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 2.67 FEET; THENCE SOUTH 00 47' 47" WEST FOR 11.33 FEET; THENCE NORTH 89 12' 13" WEST FOR 15.33 FEET; THENCE NORTH 00 47' 47" EAST FOR 4.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 18.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 4.67 FEET; THENCE NORTH 89 12' 13" WEST FOR 20.33 FEET; THENCE NORTH 00 47' 47" EAST FOR 10.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 30.67 FEET; THENCE SOUTH 00 47' 47" WEST FOR 10.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 20.33 FEET; THENCE SOUTH 00 47' 47" WEST FOR 4.67 FEET; THENCE NORTH 89 12' 13" WEST FOR 17.00 FEET; THENCE SOUTH 00 47' 47" WEST FOR 10.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 40.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 10.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 15.33 FEET; THENCE SOUTH 00 47' 47" WEST FOR 18.67 FEET; THENCE NORTH 89 12' 13" WEST FOR 14.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 11.33 FEET; THENCE SOUTH 00 47' 47" WEST FOR 4.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 15.33 FEET; THENCE NORTH 00 47' 47" EAST FOR 11.33 FEET; THENCE NORTH 89 12' 13" WEST FOR 2.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 62.67 FEET; THENCE SOUTH 89 12' 13" EAST FOR 2.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 11.33 FEET; THENCE SOUTH 89 12' 13" EAST FOR 15.33 FEET; THENCE SOUTH 00 47' 47" WEST FOR 4.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 18.67 FEET; THENCE SOUTH 00 47' 47" WEST FOR 4.67 FEET; THENCE SOUTH 89 12' 13" EAST FOR 20.33 FEET; THENCE SOUTH 00 47' 47" WEST FOR 10.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 30.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 10.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 20.33 FEET; THENCE NORTH 00 47' 47" EAST FOR 4.67 FEET; THENCE SOUTH 89 12' 13" EAST FOR 17.00 FEET; THENCE NORTH 00 47' 47" EAST FOR 10.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 40.67 FEET; THENCE SOUTH 00 47' 47" WEST FOR 10.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 15.33 FEET; THENCE NORTH 00 47' 47" EAST FOR 14.67 FEET; THENCE SOUTH 89 12' 13" EAST FOR 18.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 4.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 15.33 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

COMMENCE AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID PARCEL a; THENCE NORTH 89 30' 27" EAST ALONG THE BOUNDARY OF SAID PARCEL a FOR 277.20 FEET; THENCE NORTH 00 29' 33" WEST FOR 80.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 29' 33" WEST FOR 62.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 2.67 FEET; THENCE NORTH 00 29' 33" WEST FOR 9.33 FEET; THENCE NORTH 89 30' 27" EAST FOR 5.33 FEET; THENCE NORTH 00 29' 33" WEST FOR 2.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 15.33 FEET; THENCE SOUTH 00 29' 33" EAST FOR 4.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 18.67 FEET; THENCE SOUTH 00 29' 33" EAST FOR 4.67 FEET; THENCE NORTH 89 30' 27" EAST FOR 20.00 FEET; THENCE SOUTH 00 29' 33" EAST FOR 33" EAST FOR 10.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 15.33 FEET; THENCE NORTH 00 29' 33" WEST FOR 19.67 FEET; THENCE NORTH 89 30' 27" EAST FOR 18.67 FEET; THENCE NORTH 00 29' 33" WEST FOR 4.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 35.33 FEET; THENCE SOUTH 00 29' 33" EAST FOR 4.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 18.67 FEET; THENCE SOUTH 00 29' 33" EAST FOR 9.67 FEET; THENCE NORTH 89 30' 27" WEST FOR 10.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 20.67 FEET; THENCE SOUTH 00 29' 33" EAST FOR 20.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 15.33 FEET; THENCE NORTH 00 29' 33" WEST FOR 10.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 20.00 FEET; THENCE NORTH 00 29' 33" WEST FOR 4.67 FEET; THENCE NORTH 89 30' 27" EAST FOR 18.67 FEET; THENCE NORTH 00 29' 33" WEST FOR 4.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 15.33 FEET;

THENCE SOUTH 00 29' 33" EAST FOR 11.33 FEET; THENCE NORTH 89 30' 27" EAST FOR 2.67 FEET; THENCE SOUTH 00 29' 33" EAST FOR 62.67 FEET; THENCE SOUTH 89 30' 27" WEST FOR 2.67 FEET; THENCE SOUTH 00 29' 33" EAST FOR 11.33 FEET; THENCE SOUTH 89 30' 27" WEST FOR 15.33 FEET; THENCE NORTH 00 29' 33" WEST FOR 4.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 18.67 FEET; THENCE NORTH 00 29' 33" WEST FOR 4.67 FEET; THENCE SOUTH 89 30' 27" WEST FOR 20.00 FEET; THENCE NORTH 00 29' 33" WEST FOR 10.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 16.00 FEET; THENCE NORTH 00 29' 33" WEST FOR 10.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 15.33 FEET; THENCE SOUTH 00 29' 33" EAST FOR 10.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 20.00 FEET; THENCE SOUTH 00 29' 33" EAST FOR 4.67 FEET; THENCE SOUTH 89 30' 27" WEST FOR 18.67 FEET; THENCE SOUTH 00 29' 33" EAST FOR 4.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 35.33 FEET; THENCE NORTH 00 29' 33" WEST FOR 4.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 18.67 FEET; THENCE NORTH 00 29' 33" WEST FOR 9.67; THENCE SOUTH 89 30' 27" WEST FOR 15.33 FEET; THENCE SOUTH 00 29' 33" EAST FOR 10.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 20.00 FEET; THENCE SOUTH 00 29' 33" EAST FOR 4.67 FEET; THENCE SOUTH 89 30' 27" WEST FOR 18.67 FEET; THENCE SOUTH 00 29' 33" EAST FOR 4.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 15.33 FEET; THENCE NORTH 00 29' 33" WEST FOR 11.33 FEET; THENCE SOUTH 89 30' 27" WEST FOR 2.67 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL a; THENCE SOUTH 71 13' 19" EAST FOR 86.09 FEET; THENCE SOUTH 86 16' 20" EAST FOR 74.97 FEET (LAST SAID MENTIONED TWO COURSES WERE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL a); THENCE SOUTH 3 43' 40" WEST FOR 26.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 3 43' 40" WEST FOR 12.00 FEET; THENCE SOUTH 86 16' 20" EAST FOR 5.33 FEET; THENCE SOUTH 3 43' 40" WEST FOR 9.33 FEET; THENCE NORTH 86 16' 20" WEST FOR 5.33 FEET; THENCE SOUTH 3 43' 40" WEST FOR 26.67 FEET; THENCE NORTH 86 16' 20" WEST FOR 21.00 FEET; THENCE SOUTH 3 43' 40" WEST FOR 9.00 FEET; THENCE NORTH 86 16' 20" WEST FOR 5.33 FEET; THENCE NORTH 03 43' 40" EAST FOR 5.00 FEET; THENCE NORTH 86 16' 20" WEST FOR 3.34 FEET; THENCE NORTH 03 43' 40" EAST FOR 9.00 FEET; THENCE NORTH 86 16' 20" WEST FOR 10.50 FEET; THENCE SOUTH 03 43' 40" WEST FOR 4.00 FEET; THENCE NORTH 86 16' 20" WEST FOR 13.50 FEET; THENCE NORTH 03 43' 40" EAST FOR 6.58 FEET; THENCE NORTH 86 16' 20" WEST FOR 15.33 FEET; THENCE SOUTH 03 43' 40" WEST FOR 6.58 FEET; THENCE NORTH 86 16' 20" WEST FOR 13.50 FEET; THENCE NORTH 03 43' 40" EAST FOR 4.00 FEET; THENCE NORTH 86 16' 20" WEST FOR 10.50 FEET; THENCE SOUTH 03 43' 40" WEST FOR 9.00 FEET; THENCE NORTH 86 16' 20" WEST FOR 3.34 FEET; THENCE SOUTH 03 43' 40" WEST FOR 5.00 FEET; THENCE NORTH 86 16' 20" WEST FOR 5.33 FEET; THENCE NORTH 3 43' 40" EAST FOR 9.00 FEET; THENCE NORTH 86 16' 20" WEST FOR 21.00 FEET; THENCE NORTH 3 43' 40" EAST FOR 48.00 FEET; THENCE SOUTH 86 16' 20" EAST FOR 21.00 FEET; THENCE NORTH 3 43' 40" EAST FOR 13.58 FEET; THENCE SOUTH 86 16' 20" EAST FOR 80.67 FEET; THENCE SOUTH 3 43' 40" WEST FOR 13.58 FEET; THENCE SOUTH 86 16' 20" EAST FOR 21.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL a; THENCE SOUTH 71 13' 19" EAST FOR 86.09 FEET; THENCE SOUTH 86 16' 20" EAST FOR 103.30 FEET; THENCE SOUTH 89 12' 13" EAST FOR 117.62 FEET (SAID LAST MENTIONED THREE COURSES WERE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL a); THENCE SOUTH 00 47' 47" WEST FOR 26.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 47' 47" WEST FOR 48.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 21.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 7.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 15.33 FEET; THENCE SOUTH 00 47' 47" WEST FOR 6.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 16.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 6.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 15.33 FEET; THENCE SOUTH 00 47' 47" WEST FOR 6.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 13.50 FEET; THENCE NORTH 00 47' 47" EAST FOR 4.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 10.50 FEET; THENCE SOUTH 00 47' 47" WEST FOR 9.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 3.34 FEET; THENCE SOUTH 00 47' 47" WEST FOR 5.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 5.33 FEET; THENCE NORTH 00 47' 47" EAST FOR 9.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 26.33 FEET; THENCE NORTH 00 47' 47" EAST FOR 9.33 FEET; THENCE SOUTH 89 12' 13" EAST FOR 5.33 FEET; THENCE NORTH 00 47' 47" EAST FOR 38.67 FEET; THENCE SOUTH 89 12' 13" EAST FOR 21.00 FEET; THENCE NORTH 00 47' 47" EAST FOR 11.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 80.67 FEET; THENCE SOUTH 00 47' 47" WEST FOR 11.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 21.00 FEET TO THE POINT OF BEGINNING.

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BY-LAWS
OF
NOB HILL AT WELLEBY CONDOMINIUM NO. 2, INC.

ARTICLE 1: NAME AND PRINCIPAL OFFICE

1.1 The name of the corporation shall be NOB HILL AT WELLEBY CONDOMINIUM NO. 2, INC.

1.2 The principal office of the corporation shall be at 9701 W. Oakland Park Boulevard, Sunrise, Florida.

ARTICLE 2: PURPOSES

This corporation is organized for the following purposes:

2.1 To be a condominium association within the meaning of the Condominium Act of the State of Florida, and thus to exercise all powers granted to a condominium association under the Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in its capacity as a condominium association;

2.2 For the purpose of operating, governing, administering and managing the property and affairs of the Condominium known as NOB HILL AT WELLEBY CONDOMINIUM NO. 2;

2.3 To exercise all applicable powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, the Articles of Incorporation, and the Declaration of Condominium to which these By Laws are attached.

ARTICLE 3: DEFINITIONS

For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4: MEMBERS

4.1 Membership. Except as otherwise provided, membership in the Corporation is limited to owners of the Condominium Units. Membership is automatically conferred upon acquisition of a Condominium Unit, as evidenced by the filing of a deed to such Unit, or as provided in the Declaration for transfer of membership upon the death of a Unit Owner. Membership is an incident of ownership and is not separately transferable.

4.2 Annual Meetings. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held on the second Monday in the month of January following the year in which the Declaration is filed.

4.3 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of

Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

4.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be sent by certified mail, return receipt requested, to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting, proof of posting shall be given by Affidavit, and proof of mailing of the notice shall be given by retention of post office receipts.

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

4.5 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast in excess of 50% of the total votes of members in good standing.

4.6 Voting.

(a) Number of Votes. The Owners of Residential Units shall be entitled to cast one vote for each Residential Unit owned. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the total votes of members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration of Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one 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 according to the roster of Unit Owners and filed with the Secretary of the Association. Such person must be a Unit Owner, or one of the joint owners. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until re-

voked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the manner provided above. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the Unit vote.

4.7 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit (as above described) and filed with the Secretary at or before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be Unit Owners.

4.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

4.9 Order of Business If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a member or a director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;

- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors to be elected;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

4.10 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book, available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

ARTICLE 5: DIRECTORS

5.1 Membership. The affairs of the Corporation shall be governed by a Board of Directors which Board will consist of not less than five (5) nor more than ten (10) persons, except that the first Board of Directors shall consist of three (3) persons who need not be members of the Association. With the exception of the first Board of Directors, Directors must be Unit Owners.

5.2 Election of Directors. The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary.

(b) Nominations for Directors, and for additional directorships created at the meeting, shall be made from the floor.

(c) The election shall be by written ballot (unless dispensed with by majority consent of the Units represented at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 5.16 hereof shall be filled by the Developer without the necessity of any meeting.

(b) Any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the votes of the members at a special meeting of members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer) shall constitute the resignation of such Director. Subject to the provisions of

Florida Statute Section 718.301, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Unit Owners. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the Unit Owners giving notice of the meeting as required by a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

5.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided.

5.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.

5.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

5.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

5.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

5.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.

5.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to

time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.11 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting.

5.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President or in his absence, the Vice President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

5.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- (a) Proof of due notice of meeting;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

5.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

5.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, or (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property.

5.16 Proviso. Notwithstanding anything to the contrary contained in this Section 5 or otherwise, the Board shall consist of three (3) directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to

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elect not less than a majority of the members of the Board of Directors (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five (5%) percent of the Units that will be operated ultimately by the Association.

The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

ARTICLE 6: POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

6.1 The corporation shall have all powers granted to it by law, the Declaration of Condominium to which these By-Laws are attached, the Condominium Act, as the same may be amended from time to time, and the Article of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration of Condominium, these By-Laws, or by law; and the aforementioned powers of the corporation shall include but not be limited to the following:

(a) All of the powers specifically provided for in the Declaration and the Condominium Act.

(b) The power to levy and collect assessments, and special assessments.

(c) The power to expend monies collected for the purposes of paying the common expenses of the corporation.

(d) The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the common elements.

(e) The power to insure and keep insured the buildings and improvements of the condominium as provided for and limited by the Declaration.

(f) The power to employ the personnel required for the operation of the common elements.

(g) The power to pay utility bills for utilities serving the common elements.

(h) The power to contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of pro-

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posals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the association for such purposes. The association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the association.

(i) The power to make reasonable rules and regulations and to amend them from time to time, and see to it that all members are notified of such changes in the rules and regulations as may be enacted.

(j) The power to improve the condominium property subject to the limitations of the Declaration.

(k) The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and the regulations duly promulgated by the Corporation.

(l) The power to collect delinquent assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from unit owners for violation of the provisions of the condominium documents.

(m) The power to pay all taxes and assessments which are liens against the common elements.

(n) The power to deal with and approve or disapprove of all conveyances as provided for under the terms of the Declaration, and pursuant thereto.

(o) The power to select depositories for the corporation funds, and to determine the manner of receiving, depositing and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed, when not signed, as otherwise provided by these By-Laws.

(p) The power to acquire, hold, convey and deal in real and personal property, including the purchase of units at foreclosure or other judicial sale.

(q) The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and in the Declaration of Condominium to which these By-Laws are attached.

(r) The power to appoint additional officers of this Corporation.

(s) The power to levy fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.

(t) At its discretion, to authorize Unit Owners or other persons to use portions of the common elements for private parties and gatherings and the power to impose reasonable charges for such private use.

(u) The power to impose reasonable and uniform restrictions concerning the use of the recreational and other common facilities, if any.

(v) The power to impose a lawful fee in connection with the approval of the transfer, lease, sale or sublease of

Units not to exceed a maximum amount permitted by law in any one case.

ARTICLE 7: OFFICERS

7.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be pre-emptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. With the exception of Officers appointed by the first Board of Directors described in Article 5.1, Officers must be Unit Owners.

7.2 Duties of Officers.

(a) The President shall:

(1) Act as presiding officer at all meetings of the corporation and of the Board of Directors.

(2) Call special meetings of the Board of Directors and members.

(3) Sign, with the treasurer, all checks, contracts, promissory notes, deeds, and other instruments on behalf of the corporation, except those which the Board of Directors specifies may be signed by other persons.

(4) Perform all acts and duties usually required of an executive to insure that all orders and resolution of the Board of Directors are carried out.

(5) Appoint committees and ex-officio member of all committees, and render an annual report at the annual meeting of members.

(b) The Vice President, if any, shall:

(1) Act as presiding officer at all meetings of the corporation and of the Board of Directors when the president is absent.

(2) Perform other acts and duties required of the president, in the president's absence.

(3) Perform such other duties as may be required of him by the Board.

(c) Should the President and Vice President be absent from any meeting, the directors shall select from among their members, a person to act as chairman of the meeting.

(d) The Secretary shall:

(1) Attend all regular and special meetings of the corporation and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

(2) Have custody of the corporate seal and affix same when necessary or required.

(3) Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings; keep membership books, and receive all applications for membership, for transfer and lease of units, and present such application to the Board, at its next regular meeting.

(4) Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board.

(5) Have custody of the minute book of the meetings of Directors and members, which minute book shall at all times be available at the office of the corporation for the information of directors and officers, and act as transfer agent to recordable transfers, and regulations in the corporate books.

(e) The Treasurer shall:

(1) Attend all meetings of the membership and of the Board of directors.

(2) Receive such monies as shall be paid into his hands for the account of the corporation, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the corporation which he shall keep safely deposited.

(3) Supervise the keeping of accounts of all financial transactions of the corporation in books belonging to the corporation, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board at least ten (10) days prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the corporation for the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the members at the annual meeting, and make all reports required by law.

(4) The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. And in the event the corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE 8: COMPENSATION

Neither Directors nor Officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or Officer as an employee of the Association, nor preclude contracting with a Director or Officer for the management of the Condominium or for any other service to be supplied by such Director or Officer. Directors and Officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

ARTICLE 9: RESIGNATIONS

Any Director or Officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall

be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or Officer (other than appointees of the Developer or Officers who were not Unit Owners) shall constitute a written resignation of such Director or Officer.

ARTICLE 10: BUDGET

10.1 Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon the estimated life and the estimated replacement cost of each reserve item. Reserves shall not be required if the members of the Association have, by a vote of the majority of members present at a duly called meeting of members at which a quorum is present, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

(a) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners, provided that the Unit Owners shall not have the right to participate, and need not be recognized, at such meeting.

(b) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen (115%) percent of such Assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of the Unit Owners, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than 51% of all the Units (including Units owned by the Developer).

(c) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen (115%) percent of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.

(d) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen (115%) percent of the prior year's Assessments, as herein defined,

without the approval of Unit Owners owning a majority of the Units (including Units owned by the Developer).

10.2 Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 10.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

ARTICLE 11: ASSESSMENTS; ACCOUNTING AND OTHER FISCAL MATTERS

11.1 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 10.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

11.2 Assessments for Charges. Charges by the Association against members for other than Common Expenses shall be payable in advance. These charges may be collected by Assessments in the same manner as Common Expenses, and when circumstances permit, those charges shall be added to the Assessments for Common Expenses. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or the exhibits attached thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Condominium Property, maintenance services furnished at the expense of an Owner, other services furnished for the benefit of an Owner and fines and damages and other sums due from such Owner.

11.3 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days' notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.

11.4 Depository. The depository of the Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capi-

tal or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

11.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the remaining installments of the Assessments upon notice to the Unit Owner, and the then unpaid balance of the Assessments for the balance of the year shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.

11.6 Fidelity Bonds. Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

11.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves and depreciation reserves.

11.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

11.9 Meetings Considering Assessments. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

11.10 Limitation. The Developer shall not be liable for the payment of any Assessments applicable to Units it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against, the Developer.

11.11 Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year, at such time as the Board of Directors deems it advisable.

11.12 Violations and Defaults. In the event of a violation of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Corporation, the Articles of Incorporation or any provision of the Condominium Act, the Corporation, after reasonable notice to cure, not to exceed thirty (30) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to such injunctive relief, and in the event of a failure to pay assessments, the right to foreclose its lien provided in the Condominium Law. In every such proceeding, the Unit Owner at fault shall be liable for court costs and the Corporation's reasonable attorneys' fees, both at the trial and appellate levels. If the Corporation elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rent for his Condominium Unit during litigation and the Corporation shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Corporation without waiving the lien securing such unpaid assessments.

ARTICLE 12: ROSTER OF UNIT OWNERS

Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence of their interest and shall waive in writing notice of such meeting. No Owner shall be entitled to vote or to be counted for purposes of determining a quorum if delinquent in the payment of Assessments as elsewhere herein provided.

ARTICLE 13: AMENDMENTS

Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

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(a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or

(b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 80% of the votes of the members of the Association represented at a meeting at which a quorum has been attained; or

(c) by not less than 100% of the entire Board of Directors.

13.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County.

13.5 Reference. No By-Law shall be revised or amended by reference to its title or number only.

13.6 Contents of Proposals. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law for present text."

13.7 Non-Material Errors or Omissions. Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE 14: PARLIAMENTARY RULES

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

ARTICLE 15: ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the common elements, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the units, limited common elements, and common elements, by the Members and all Members shall abide thereby, provided that said rules and regulations shall be equally applicable to all Members and uniform in their application and effect.

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Those restrictions in the Declaration of Condominium which in any way limit the use of the individual Units or of the common elements are declared to be house rules and regulations.

ARTICLE 16: CONSTRUCTION

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

ARTICLE 17: CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

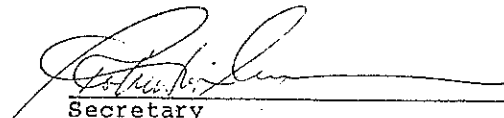
ARTICLE 18: VALIDITY

If any by-law, or regulation, or rule shall be adjudged invalid, such fact shall not affect the validity of any other by-law, rule, or regulation.

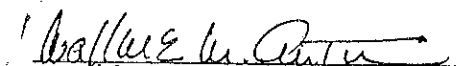
ARTICLE 19: CONSTRUCTION TO BE CONSISTENT WITH DECLARATION OF CONDOMINIUM

These By-Laws and the Articles of Incorporation of the corporation shall be construed in case of any ambiguity or lack of clarity consistent with the provisions of the Declaration of Condominium.

The foregoing was adopted as the By-Laws of NOB HILL AT WELLEBY CONDOMINIUM NO. 2, INC., a corporation not for profit, under the laws of the State of Florida, at a meeting of the members of said corporation duly noticed, at which all members were present, by the unanimous vote of the members on the 13th day of March, 1984.


Secretary

Approved:


President

1271F/0313A

BL-16

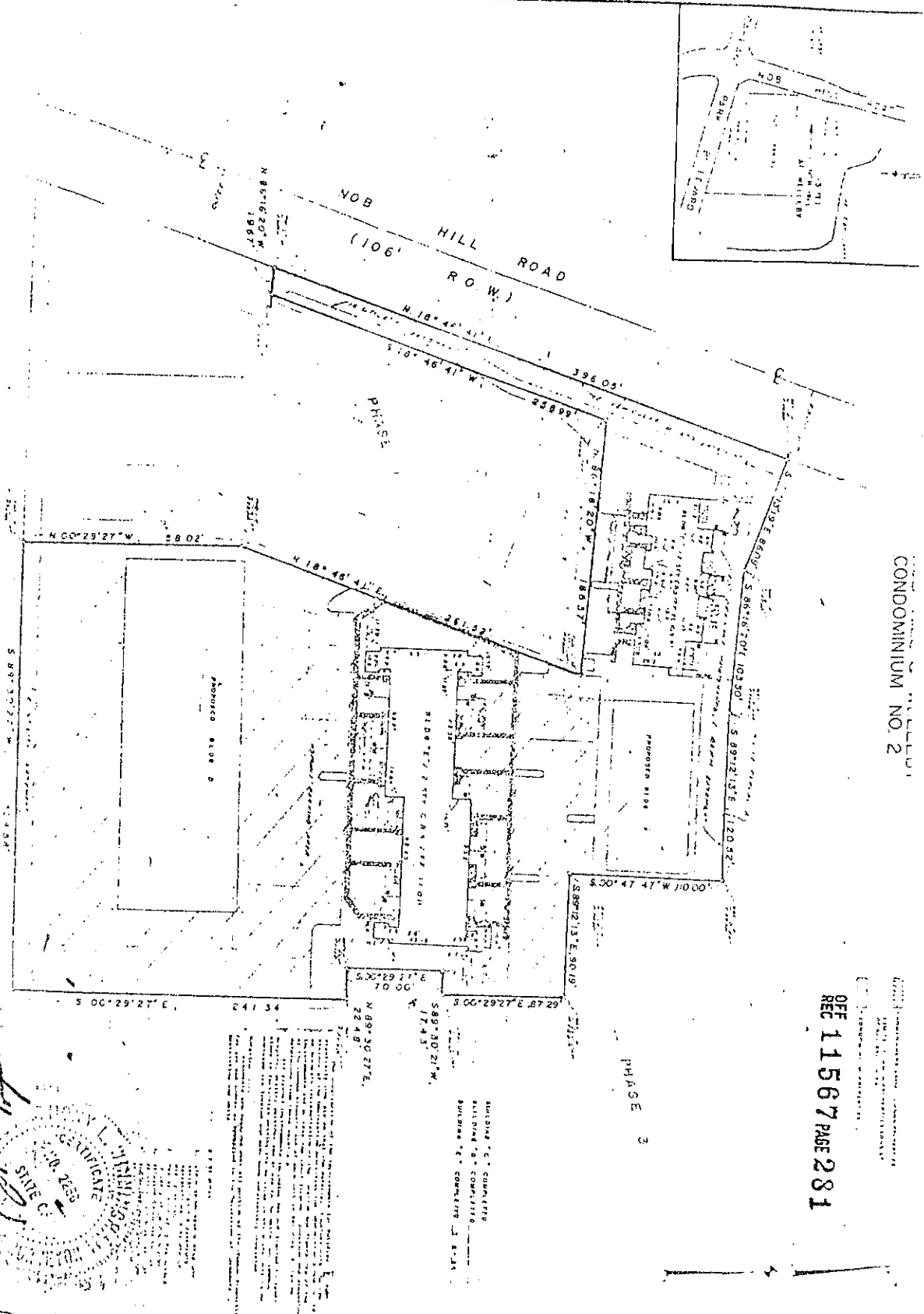
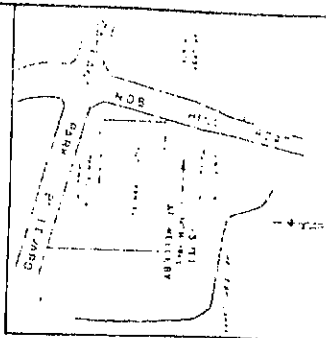
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NOB HILL AT WELLEBY CONDOMINIUM NO. 2
SCHEDULE OF PERCENTAGE (FRACTION) OF
OWNERSHIP IN COMMON ELEMENTS: COMMON
EXPENSE AND COMMON SURPLUS

<u>UNIT NO.</u>	<u>FRACTION OF OWNERSHIP</u>
C-1	1/40
C-2	1/40
C-3	1/40
C-4	1/40
C-5	1/40
C-6	1/40
C-7	1/40
D-1	1/40
D-2	1/40
D-3	1/40
D-4	1/40
D-5	1/40
D-6	1/40
D-7	1/40
D-8	1/40
D-9	1/40
D-10	1/40
D-11	1/40
D-12	1/40
E-1	1/40
E-2	1/40
E-3	1/40
E-4	1/40
E-5	1/40
E-6	1/40
E-7	1/40
E-8	1/40
E-9	1/40
E-10	1/40
E-11	1/40
E-12	1/40
E-13	1/40
E-14	1/40
F-1	1/40
F-2	1/40
F-3	1/40
F-4	1/40
F-5	1/40
F-6	1/40
F-7	1/40

TOTAL 40/40 = 100%

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CONDOMINIUM NO. 2

OFF 11567 PAGE 281

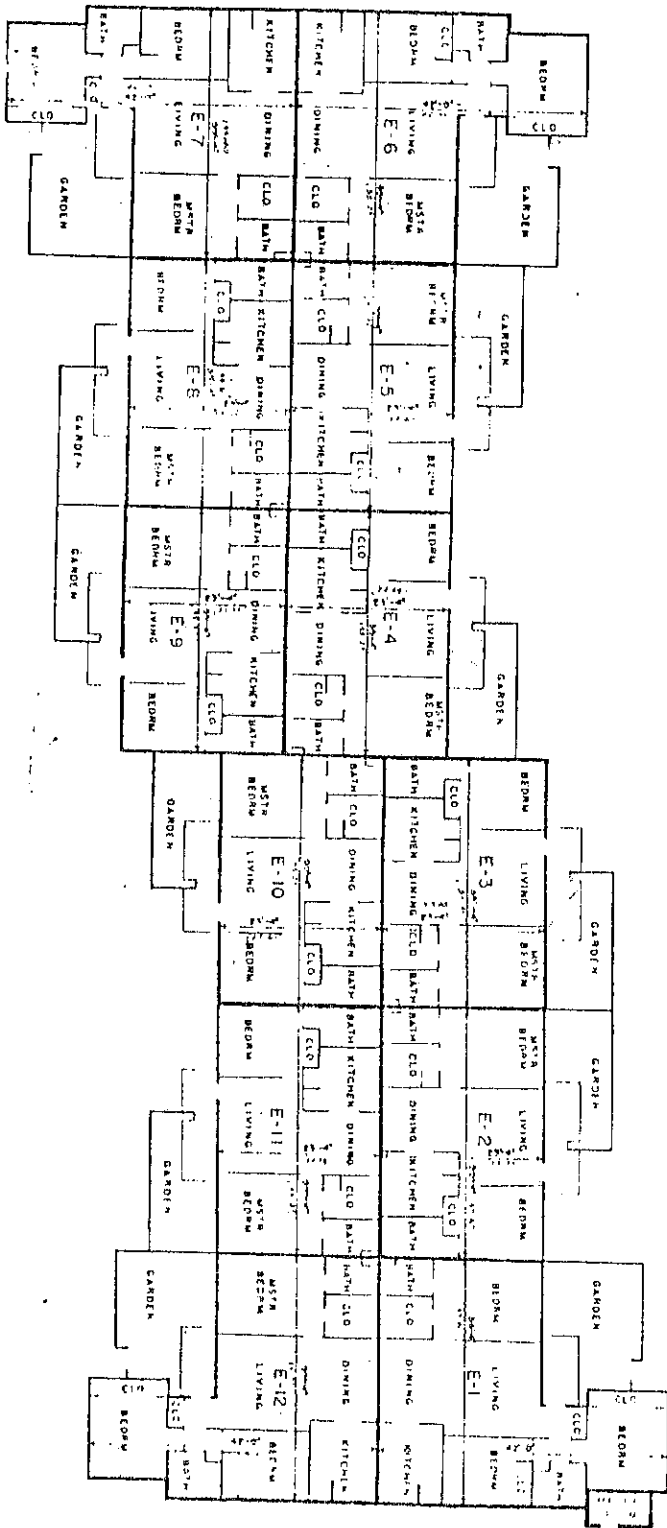
Handwritten signature and notes in the bottom left corner.

FINAL SURVEY

NCHILL & WELLEY
CONDOMINIUM NO 2

Edgar & Associates, Inc.
Consulting Engineers, Planners, Surveyors
4125 West Oakland Park Blvd
Suite 200 - 2000 2000
200 200 200

NOB HILL AT WELLEBY CONDOMINIUM NO.2



FLOOR PLAN

72.4' INFORMATION 8-8-74
AND 15' PROVIDED 7-7-74
BY 173 18-8-74 - 12-40'

BUILDING "E"

UNIT 13 - PARCEL "A"
WELLEBY

Joseph D. Henrich & Associates, Inc.
Consulting Engineers, Planners, Surveyors
4878 West Oakland Park Blvd.
Sunrise, Florida 33321
(305) 748-2800

EXHIBIT "A"
LAND DESCRIPTION OF CONDOMINIUM PROPERTIES
TO NOB HILL AT WELLEBY CONDOMINIUM #2

A PORTION OF PARCEL a, "UNIT 13" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109 PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS LYING IN SECTION 20, TOWNSHIP 49 SOUTH, RANGE 41 EAST, CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL a; THENCE SOUTH 71 13' 19" EAST FOR 86.09 FEET; THENCE SOUTH 86 16' 20" EAST FOR 103.30 FEET; THENCE SOUTH 89 12' 13" EAST FOR 177.57 FEET (SAID LAST MENTIONED THREE COURSES WERE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL a); THENCE SOUTH 00 47' 47" WEST FOR 166.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 47' 47" WEST FOR 2.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 5.33 FEET; THENCE SOUTH 00 47' 47" WEST FOR 9.33 FEET; THENCE NORTH 89 12' 13" WEST FOR 2.67 FEET; THENCE SOUTH 00 47' 47" WEST FOR 62.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 2.67 FEET; THENCE SOUTH 00 47' 47" WEST FOR 11.33 FEET; THENCE NORTH 89 12' 13" WEST FOR 15.33 FEET; THENCE NORTH 00 47' 47" EAST FOR 4.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 18.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 4.67 FEET; THENCE NORTH 89 12' 13" WEST FOR 20.33 FEET; THENCE NORTH 00 47' 47" EAST FOR 10.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 30.67 FEET; THENCE SOUTH 00 47' 47" WEST FOR 10.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 20.33 FEET; THENCE SOUTH 00 47' 47" WEST FOR 4.67 FEET; THENCE NORTH 89 12' 13" WEST FOR 17.00 FEET; THENCE SOUTH 00 47' 47" WEST FOR 10.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 40.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 10.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 15.33 FEET; THENCE SOUTH 00 47' 47" WEST FOR 14.67 FEET; THENCE NORTH 89 12' 13" WEST FOR 18.67 FEET; THENCE SOUTH 00 47' 47" WEST FOR 4.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 15.33 FEET; THENCE NORTH 00 47' 47" EAST FOR 11.33 FEET; THENCE NORTH 89 12' 13" WEST FOR 2.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 62.67 FEET; THENCE SOUTH 89 12' 13" EAST FOR 2.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 11.33 FEET; THENCE SOUTH 89 12' 13" EAST FOR 15.33 FEET; THENCE SOUTH 00 47' 47" WEST FOR 4.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 18.67 FEET; THENCE SOUTH 00 47' 47" WEST FOR 4.67 FEET; THENCE SOUTH 89 12' 13" EAST FOR 20.33 FEET; THENCE SOUTH 00 47' 47" WEST FOR 10.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 30.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 10.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 20.33 FEET; THENCE NORTH 00 47' 47" EAST FOR 4.67 FEET; THENCE SOUTH 89 12' 13" EAST FOR 17.00 FEET; THENCE NORTH 00 47' 47" EAST FOR 10.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 40.67 FEET; THENCE SOUTH 00 47' 47" WEST FOR 10.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 15.33; THENCE NORTH 00 47' 47" EAST FOR 14.67 FEET; THENCE SOUTH 89 12' 13" EAST FOR 18.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 4.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 15.33 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

COMMENCE AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID PARCEL a; THENCE NORTH 89 30' 27" EAST ALONG THE BOUNDARY OF SAID PARCEL a FOR 277.20 FEET; THENCE NORTH 00 29' 33" WEST FOR 80.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 29' 33" WEST FOR 62.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 2.67 FEET; THENCE NORTH 00 29' 33" WEST FOR 9.33 FEET; THENCE NORTH 89 30' 27" EAST FOR 5.33 FEET; THENCE NORTH 00 29' 33" WEST FOR 2.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 15.33 FEET; THENCE SOUTH 00 29' 33" EAST FOR 4.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 18.67 FEET; THENCE SOUTH 00 29' 33" EAST FOR 4.67 FEET; THENCE NORTH 89 30' 27" EAST FOR 20.00 FEET; THENCE SOUTH 00 29' 33" EAST FOR 10.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 15.33 FEET; THENCE NORTH 00 29' 33" WEST FOR 19.67 FEET; THENCE NORTH 89 30' 27" EAST FOR 18.67 FEET; THENCE NORTH 00 29' 33" WEST FOR 4.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 35.33 FEET; THENCE SOUTH 00 29' 33" EAST FOR 4.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 18.67 FEET; THENCE SOUTH 00 29' 33" EAST FOR 9.67 FEET; THENCE NORTH 89 30' 27" EAST FOR 15.33 FEET; THENCE NORTH 00 29' 33" WEST FOR 10.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 20.67 FEET; THENCE SOUTH 00 29' 33" EAST FOR 20.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 15.33 FEET; THENCE NORTH 00 29' 33" WEST FOR 10.00 FEET; THENCE NORTH 89 30' 27" EAST FOR 20.00 FEET; THENCE NORTH 00 29' 33" WEST FOR 4.67 FEET;

THENCE SOUTH 00 29' 33" EAST FOR 11.33 FEET; THENCE NORTH 89 30' 27" EAST FOR 2.67 FEET; THENCE SOUTH 00 29' 33" EAST FOR 62.67 FEET; THENCE SOUTH 89 30' 27" WEST FOR 2.67 FEET; THENCE SOUTH 00 29' 33" EAST FOR 11.33 FEET; THENCE SOUTH 89 30' 27" WEST FOR 15.33 FEET; THENCE NORTH 00 29' 33" WEST FOR 4.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 18.67 FEET; THENCE NORTH 00 29' 33" WEST FOR 4.67 FEET; THENCE SOUTH 89 30' 27" WEST FOR 20.00 FEET; THENCE NORTH 00 29' 33" WEST FOR 10.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 16.00 FEET; THENCE NORTH 00 29' 33" WEST FOR 10.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 15.33 FEET; THENCE SOUTH 00 29' 33" EAST FOR 10.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 20.00 FEET; THENCE SOUTH 00 29' 33" EAST FOR 9.67 FEET; THENCE SOUTH 89 30' 27" WEST FOR 18.67 FEET; THENCE SOUTH 00 29' 33" EAST FOR 4.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 35.33 FEET; THENCE NORTH 00 29' 33" WEST FOR 4.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 18.67 FEET; THENCE NORTH 00 29' 33" WEST FOR 9.67 FEET; THENCE SOUTH 89 30' 27" WEST FOR 15.33 FEET; THENCE SOUTH 00 29' 33" EAST FOR 10.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 20.00 FEET; THENCE SOUTH 00 29' 33" EAST FOR 4.67 FEET; THENCE SOUTH 89 30' 27" WEST FOR 18.67 FEET; THENCE SOUTH 00 29' 33" EAST FOR 4.00 FEET; THENCE SOUTH 89 30' 27" WEST FOR 15.33 FEET; THENCE NORTH 00 29' 33" WEST FOR 11.33 FEET; THENCE SOUTH 89 30' 27" WEST FOR 2.67 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL a; THENCE SOUTH 71 13' 19" EAST FOR 86.09 FEET; THENCE SOUTH 86 16' 20" EAST FOR 74.97 FEET (LAST SAID MENTIONED TWO COURSES WERE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL a); THENCE SOUTH 3 43' 40" WEST FOR 26.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 3 43' 40" WEST FOR 12.00 FEET; THENCE SOUTH 86 16' 20" EAST FOR 5.33 FEET; THENCE SOUTH 3 43' 40" WEST FOR 9.33 FEET; THENCE NORTH 86 16' 20" WEST FOR 5.33 FEET; THENCE SOUTH 3 43' 40" WEST FOR 26.67 FEET; THENCE NORTH 86 16' 20" WEST FOR 21.00 FEET; THENCE SOUTH 3 43' 40" WEST FOR 9.00 FEET; THENCE NORTH 86 16' 20" WEST FOR 5.33 FEET; THENCE NORTH 03 43' 40" EAST FOR 5.00 FEET; THENCE NORTH 86 16' 20" WEST FOR 3.34 FEET; THENCE NORTH 03 43' 40" EAST FOR 9.00 FEET; THENCE NORTH 86 16' 20" WEST FOR 10.50 FEET; THENCE SOUTH 03 43' 40" WEST FOR 4.00 FEET; THENCE NORTH 86 16' 20" WEST FOR 13.50 FEET; THENCE NORTH 03 43' 40" EAST FOR 6.58 FEET; THENCE NORTH 86 16' 20" WEST FOR 15.33 FEET; THENCE SOUTH 03 43' 40" WEST FOR 6.58 FEET; THENCE NORTH 86 16' 20" WEST FOR 13.50 FEET; THENCE NORTH 03 43' 40" EAST FOR 4.00 FEET; THENCE NORTH 86 16' 20" WEST FOR 10.50 FEET; THENCE SOUTH 03 43' 40" WEST FOR 9.00 FEET; THENCE NORTH 86 16' 20" WEST FOR 3.34 FEET; THENCE SOUTH 03 43' 40" WEST FOR 5.00 FEET; THENCE NORTH 86 16' 20" WEST FOR 5.33 FEET; THENCE NORTH 3 43' 40" EAST FOR 9.00 FEET; THENCE NORTH 86 16' 20" WEST FOR 21.00 FEET; THENCE NORTH 3 43' 40" EAST 48.00 FEET; THENCE SOUTH 86 16' 20" EAST FOR 21.00 FEET; THENCE NORTH 3 43' 40" EAST FOR 13.58 FEET; THENCE SOUTH 86 16' 20" EAST FOR 80.67 FEET; THENCE SOUTH 3 43' 40" WEST FOR 13.58 FEET; THENCE SOUTH 86 16' 20" EAST FOR 21.00 FEET TO THE POINT OF BEGINNING.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA

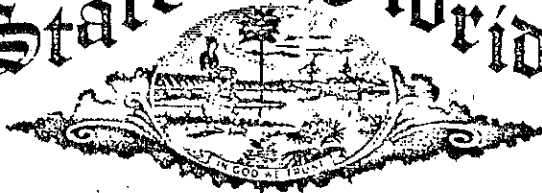
F. T. JOHNSON
COUNTY ADMINISTRATOR

TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL a; THENCE SOUTH 71 13' 19" EAST FOR 86.09 FEET; THENCE SOUTH 86 16' 20" EAST FOR 103.30 FEET; THENCE SOUTH 89 12' 13" EAST FOR 117.62 FEET (SAID LAST MENTIONED THREE COURSES WERE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL a); THENCE SOUTH 00 47' 47" WEST FOR 26.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 47' 47" WEST FOR 48.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 21.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 7.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 15.33 FEET; THENCE SOUTH 00 47' 47" WEST FOR 6.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 16.67 FEET; THENCE NORTH 00 47' 47" EAST FOR 6.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 15.33 FEET; THENCE SOUTH 00 47' 47" WEST FOR 6.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 13.50 FEET; THENCE NORTH 00 47' 47" EAST FOR 4.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 10.50 FEET; THENCE SOUTH 00 47' 47" WEST FOR 9.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 3.34 FEET; THENCE SOUTH 00 47' 47" WEST FOR 5.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 5.33 FEET; THENCE NORTH 00 47' 47" EAST FOR 9.00 FEET; THENCE NORTH 89 12' 13" WEST FOR 26.33 FEET; THENCE NORTH 00 47' 47" EAST FOR 9.33 FEET; THENCE SOUTH 89 12' 13" EAST FOR 5.33 FEET; THENCE NORTH 00 47' 47" EAST FOR 38.67 FEET; THENCE SOUTH 89 12' 13" EAST FOR 21.00 FEET; THENCE NORTH 00 47' 47" EAST FOR 11.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 80.67 FEET; THENCE SOUTH 00 47' 47" WEST FOR 11.00 FEET; THENCE SOUTH 89 12' 13" EAST FOR 21.00 FEET TO

REC 11067 PAGE 204

State of Florida



Department of State

*I certify that the attached is a true and correct copy of the Articles
of Incorporation of*

NOB HILL AL WELLEBY CONDOMINIUM NO. 2, INC.

*a corporation organized under the Laws of the State of Florida,
filed on August 19th, 1983.*

The charter number for this corporation is 769917. (NON-PROFIT)

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
day of

19th August, 1983.

George Firestone
Secretary of State



WP-104 CER-101

ARTICLES OF INCORPORATION
OF
NOB HILL AT WELLEBY CONDOMINIUM NO. 2, INC.
a Florida Corporation not-for-profit
SECRETARY OF STATE
MIAMI, FLORIDA

The undersigned subscribers by these Articles associate themselves for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida and hereby adopt the following Articles of Incorporation:

ARTICLE 1: NAME

The name of the Corporation is NOB HILL AT WELLEBY CONDOMINIUM NO. 2, INC.

ARTICLE 2: NON-PROFIT

This Corporation is incorporated as a corporation not for profit under the provisions of Chapter 607 and 617, Florida Statutes, as amended.

ARTICLE 3: PRINCIPAL OFFICE

The principal office and post office address of the Corporation shall be 9701 W. Oakland Park Boulevard, Sunrise, Florida.

ARTICLE 4: REGISTERED AGENT

The street address of the registered office of this Corporation is 9701 W. Oakland Park Boulevard, Sunrise, Florida, and the name of the registered agent of this Corporation at that address is Wallace Antin.

ARTICLE 5: PURPOSE

The purpose for which this Corporation is organized is to act as a condominium association on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of certain property which has been or will be submitted to the provisions of the Condominium Act of the State of Florida to be known as NOB HILL AT WELLEBY CONDOMINIUM NO. 2, and as such to own and acquire any estate or interest or rights therein or appurtenant thereto and any and all personal property in connection therewith as may be incidental or necessary to such purpose, all on a not-for-profit basis.

ARTICLE 6: TERM OF EXISTENCE

The term for which this Corporation is to exist is perpetual unless the Condominium is terminated pursuant to the provisions of the Declaration of Condominium of NOB HILL AT WELLEBY CONDOMINIUM NO. 2, or pursuant to the relevant provisions of the Florida Statutes. Any such dissolution shall be pursuant to the terms of the Declaration of Condominium.

ARTICLE 7: MEMBERS

7.1 Membership. The members of this Corporation shall consist of all of the record owners of the Condominium Units in the Condominium. Until the recording of the Declaration of Condominium submitting the property to condominium ownership, the mem-

bers shall consist of the incorporators. After termination of the Condominium the members shall consist of those who were members at the time of such termination and their respective successors and assigns. The Owner of a Condominium Unit in the Condominium shall automatically be and become a member of this Corporation. Membership shall likewise automatically terminate upon sale or transfer of the Unit, whether voluntarily or involuntarily.

7.2 Assignment. The share of a Member in the funds and assets of this Corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Condominium Unit.

7.3 Voting. There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Association. Such person shall be known, and is hereinafter referred to, as a "Voting Member". If a Unit is owned by more than one person, the Owners of said Unit shall designate one of them as the Voting Member, or in the case of a Corporate Unit Owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association. A vote of a Condominium is not divisible.

ARTICLE 8: DIRECTORS

8.1 Number; Qualification. The affairs of the Corporation shall be governed by a Board of Directors which Board will consist of not less than five (5) nor more than ten (10) persons, except that the first Board of Directors shall consist of three (3) persons who need not be members of the Association.

8.2 Election; Removal. With the exception of the initial Board, Directors shall be elected from among the Unit Owners. If a Unit Owner shall be a corporation, partnership or trust, then an officer, partner or beneficiary of such Unit shall be qualified to be a Director. Election and removal of Directors shall be in accordance with the procedure therefor set out in the By-Laws of the Condominium Association. Directors of the Association shall be elected at the annual meeting of the members in the manner determined in the By-Laws.

8.3 Powers. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Corporation which shall include, but shall not be limited to, all the powers and duties referred to in the Declaration as well as in the Statutes of the State of Florida respecting corporations not for profit. In addition, the Board of Directors shall have all the powers granted to it under the Condominium Act of the State of Florida.

8.4 Initial Directors. The names and addresses of the initial Board of Directors of the Corporation, each of whom shall serve until their successors are elected and have qualified, or until removed are as follows:

WALLACE ANTIN	9701 W. Oakland Park Boulevard Sunrise, Florida
ROB MAURER	9701 W. Oakland Park Boulevard Sunrise, Florida
NICOLE ANTIN	9701 W. Oakland Park Boulevard Sunrise, Florida

The Directors named in this Article shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors.

8.5 Majority Representation. The Board shall consist of three Directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled and shall be required to elect not less than a majority of the members of the Board of Directors (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five (5%) percent of the Units that will be operated ultimately by the Association. For purposes of this Paragraph, Developer shall mean Developer, its successors and/or assigns.

8.6 Vacancies. Directors shall hold office until their successors have been elected and qualified. Vacancies in the Board of Directors may be filled by the remaining Directors and the Director so elected by the remaining Directors shall serve until the next annual meeting or special meeting of the members of the Corporation.

ARTICLE 9: OFFICERS

9.1 Elections. The officers of the Corporation shall be a President, a Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate, which officers shall be elected at the first meeting of the initial Board of Directors, and at each annual meeting of the Board of Directors and shall hold office until their successors are elected or until they are otherwise removed.

9.2 Removal. Any officer may be removed at any meeting by the affirmative vote of a majority of the Members of the Board of Directors, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

9.3 Compensation. The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Members.

9.4 Initial Officers. The names and addresses of the initial officers of the Corporation who shall serve until their successors are designated by the Board of Directors are as follows:

WALLACE ANTIN President	9701 W. Oakland Park Boulevard Sunrise, Florida
ROB MAURER Secretary/Treasurer	9701 W. Oakland Park Boulevard Sunrise, Florida
NICOLE ANTIN Assistant Secretary	9701 W. Oakland Park Boulevard Sunrise, Florida

ARTICLE 10: BY-LAWS

The initial By-Laws of this Corporation are those annexed to the Declaration of Condominium. Such By-Laws, subject to the provisions herein and therein contained, may be altered, amended, or added to in the manner provided for in said initial By-Laws.

ARTICLE 11: AMENDMENTS

11.1 Notice. Notice of the subject matter of a proposed amendment to these Articles of Incorporation shall be included in the notice of any meeting at which the proposed amendment is to be considered.

11.2 Adoption. A resolution for the adoption of a proposed amendment to these Articles of Incorporation may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing the approval is delivered to the Secretary at or prior to the meeting. The approval of any amendment permitted to be made to these Articles of Incorporation must be:

(a) By not less than a majority of the votes of all of the members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66 2/3% of the entire Board of Directors; or

(b) After control of the Association is turned over to Unit Owners other than the Developer by not less than eighty (80%) percent of the votes of all of the members of the Association represented at a meeting at which a quorum has been attained; or

(c) By not less than one hundred (100%) percent of the entire Board of Directors.

11.3 Limitation. No amendment to these Articles of Incorporation shall make any changes in the qualifications for membership nor in the voting rights or property rights of members of the Association nor any changes to the powers of the Association without the approval in writing of all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this Paragraph 11.3 shall be effective.

11.4 Developer. During the period that the Developer retains control of the Association, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

11.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida law and a copy certified by the Secretary of State shall be recorded in the Public Records of Broward County, Florida.

ARTICLE 12: DISTRIBUTION

The Corporation shall not have or issue shares of stock. No dividend shall be paid, and no part of the income of the Corporation shall be distributed to its Members, Directors or Offi-

cers. The Corporation may pay compensation in a reasonable amount to its Members, Directors and Officers for services rendered, may confer benefits upon its Members in conformity with its purposes, and upon dissolution or final liquidation may make distributions to its Members, and no such payment, benefit or distribution shall be deemed to be a dividend or a distribution of income.

ARTICLE 13: TERMINATION

In the event of the termination of said Condominium under the provisions of Chapter 718, Florida Statutes, as amended from time to time, or pursuant to the aforesaid Declaration of Condominium, the distributive share to each Unit Owner shall be determined in accordance with the provisions of said Declaration of Condominium.

ARTICLE 14: ACCOUNTING RECORDS

The Corporation shall maintain accounting records according to good accounting practices which shall be open to inspection by Unit Owners at reasonable times, and written summaries of which shall be supplied at least annually to Unit Owners. Such records shall include:

- (a) A record of all receipts and expenditures.
- (b) An account for each Unit which shall designate the name and address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

ARTICLE 15: POWERS

15.1 General Powers. The Corporation shall have all the powers listed below together with those powers conferred by the aforesaid Declaration of Condominium, the Articles of Incorporation, and any and all lawful By-Laws of the Corporation. These shall include, but shall not be limited to, the power to:

- (a) Have succession by its corporate name for the period set forth in its Articles of Incorporation.
- (b) Sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.
- (c) Adopt and use a common corporate seal and alter the same; provided, however, that such seal shall always contain the words "corporation not for profit."
- (d) Elect or appoint such officers and agents as its affairs shall require and allow them reasonable compensation.
- (e) Adopt, change, amend and repeal By-Laws, not inconsistent with law or its Articles of Incorporation, for the administration of the affairs of the corporation and the exercise of its corporate powers.
- (f) Increase or decrease, by a vote of its members cast as the By-Laws may direct, the number of its directors, managers or trustees so that the number except as to the initial Board of Directors, shall not be less than five (5) but no more than fifteen (15).
- (g) Make contracts and incur liabilities, borrow money at such rates of interest as the Corporation may determine, issue its notes, bonds and other obligations, and secure any of

its obligations by mortgage and pledge of all or any of its property, franchises or income.

(h) Conduct its affairs, carry on its operations, and have offices and exercise its powers in any state, territory, district, or possession of the United States or any foreign country.

(i) Purchase, take, receive, lease, take by gift, devise or bequest, or otherwise acquire, own, hold, improve, use or otherwise deal in and with real or personal property, or any interest therein, wherever situated.

(j) Sell, convey, mortgage, pledge, lease, exchange, transfer or otherwise dispose of all or any part of its property and assets.

(k) Lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

(l) Make donations for the public welfare or for religious, charitable, scientific, educational or other similar purposes.

(m) Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Corporation is organized.

The Corporation shall generally have all those powers which a Corporation not for profit may have under Chapter 607 and 617, Florida Statutes, as amended. Any amendment or amendments to the aforesaid statutes not in conflict herewith, are hereby incorporated by reference into these Articles of Incorporation as of the effective date or dates of such amendment or amendments.

15.2 Additional Powers. In addition, and without limiting the generality of the foregoing, this Corporation shall have the following powers:

(a) The right and the power to enter into agreements whereby it contracts with third parties for management of the Condominium Property, and to delegate to such third party as a manager of all powers and duties of the Corporation which according to the laws of the State of Florida may be so delegated.

(b) To make and collect assessments and other charges against members as Unit Owners and to use the proceeds thereof in the exercise of its powers and duties.

(c) To purchase insurance upon the Condominium property and insure for the protection of the Association its officers, Directors and Unit Owners.

(d) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium property and for the health, comfort, safety and welfare of the Unit Owners.

15.3 Conflict. Neither the Condominium Association nor any member thereof shall have the right to exercise any power which is in conflict with the Declaration of Condominium or those laws of the State of Florida which are applicable to condominiums and corporations not for profit.

ARTICLE 16: INDEMNIFICATION

Each Director and officer of this Corporation shall be indemnified by the Corporation against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceedings in which he may be involved or to which he may be made a party by reason of his having been a Director or Officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view of curtailment of costs and litigation.

16.1 Limitation. The Corporation shall not, however, indemnify such Director or officer with respect to matters as to which he shall be finally adjudged in any action, suit or proceedings to be liable for negligence or misconduct in the performance of his duty as such Director or officer, or in respect to any matter in which any settlement or compromise is effected if the total expense, including the cost of such settlement, shall substantially exceed the expense which might reasonably be incurred by such director or officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this corporation to indemnify any such Director or officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or officer may be entitled as a matter of law or otherwise, and may be effected by the Corporation through the purchase of officers' and directors' liability insurance.

ARTICLE 17: WORDS AND PHRASES

When words or phrases relating to the Condominium to be created under said Declaration of Condominium are used herein or in the By-Laws of this Corporation, the meaning thereof shall be determined by the definitions and constructions placed thereon by or under Chapter 718, Florida Statutes, as amended.

ARTICLE 18: SUBSCRIBERS

The names and addresses of the subscribers of this Corporation are as follows:

WALLACE ANTIN President	9701 W. Oakland Park Boulevard Sunrise, Florida
ROB MAURER Secretary/Treasurer	9701 W. Oakland Park Boulevard Sunrise, Florida
NICOLE ANTIN Assistant Secretary	9701 W. Oakland Park Boulevard Sunrise, Florida

WE, THE UNDERSIGNED, being each of the incorporators hereinabove named, for the purpose of forming a Corporation not for profit pursuant to Chapters 607 and 617, Florida Statutes, do hereby subscribe to these Articles of Incorporation, and have hereunto set our hands and seals this 12TH day of August, 1983.

Wallace Antin (SEAL)
WALLACE ANTIN

Rob Maurer (SEAL)
ROB MAURER

Nicole Antin (SEAL)
NICOLE ANTIN

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, this day personally appeared WALLACE ANTIN, who after being duly sworn according to law, deposes and says he is competent to contract and further acknowledges that he did subscribe the foregoing Articles of Incorporation freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at N. Miami, County of Dade, State of Florida, this 12th day of August, 1983.

Jean M. Hanna
NOTARY PUBLIC, State of Florida

My Commission Expires:

STATE OF FLORIDA
COUNTY OF BROWARD

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 15 1987
BONDED THRU GENERAL INSURANCE UND

BEFORE ME, the undersigned authority, this day personally appeared ROB MAURER, who after being duly sworn according to law, deposes and says he is competent to contract and further acknowledges that he did subscribe the foregoing Articles of Incorporation freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at N. Miami, County of Dade, State of Florida, this 12th day of August, 1983.

Jean M. Hanna
NOTARY PUBLIC, State of Florida

My Commission Expires:

STATE OF FLORIDA
COUNTY OF BROWARD

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 15 1987
BONDED THRU GENERAL INSURANCE UND

BEFORE ME, the undersigned authority, this day personally appeared NICOLE ANTIN, who after being duly sworn according to law, deposes and says he is competent to contract and further acknowledges that he did subscribe the foregoing Articles of Incorporation freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at N. Miami, County of Dade, State of Florida, this 12th day of August, 1983.

Jean M. Hanna
NOTARY PUBLIC, State of Florida

My Commission Expires:

1267E/0313A

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 15 1987
BONDED THRU GENERAL INSURANCE UND

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

In compliance with the laws of the State of Florida, the following is submitted:

1. Desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, at 9701 W. Oakland Park Boulevard, Sunrise, Florida, County of Broward, State of Florida, the Corporation named in the said Articles has named Wallace Antin, located at 9701 W. Oakland Park Boulevard, Sunrise, Florida, County of Broward, State of Florida as its statutory registered agent.

2. Having been named the statutory agent of said Corporation at the place designated in the Certificate, I hereby accept the same and agree to act in this capacity and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Wallace Antin
REGISTERED AGENT

Dated this 8th day of July, 1983.