

**Condominium Association of Country Club Manor, Inc.**  
**Rules and Regulations**

**2500 Coral Springs Dr.**  
**Coral Springs, FL 33065**

The following Rules and Regulations shall govern the use of the condominium units, condominium property, and the conduct of all residents thereof. These Rules and Regulations may be amended and additional Rules and Regulations may be adopted from time to time by the Board of Directors of the Association. Such Rules and Regulations are in addition to the provisions of the By-Laws and the Declaration of Condominium and have been adopted pursuant to Section 8C of the Declaration of Condominium.

1. The public halls, sidewalks, and stairways shall not be obstructed or used for any other purpose than ingress to and egress from the units.
2. No unit owner may make or permit any disturbing noises in the building, whether made by self, family, friends, guests, or vendors, nor do or permit anything to be done by such persons that will interfere with the rights, comfort, and convenience of other owners.
3. Terraces and walkways shall be used only for the purpose intended, and shall not be used for hanging garments or other objects or for cleaning of rugs or other household items. All shopping carts must be returned to the cart storage area under the center stairs. Any carts left in hallways on a continuous basis will result in the unit owner being charged for maintenance personnel to return the cart.
4. Children shall not be permitted to loiter or play on the stairway, walkways, or in parking lots.
5. No drying of laundry will be permitted outside of any owner's unit.
6. All damage to the building caused by the moving and/or carrying of articles therein shall be paid by the owner or person in charge of such articles.
7. Dogs, cats, and other domestic pets (25 lbs. or less) are allowed, provided that the same shall not disturb or annoy other occupants of the building. All pet owners are responsible for cleaning up and disposing of waste. Any inconvenience, damage, or unpleasantness caused by same shall be the responsibility of the respective owners thereof.

8. Water from both interior unit and exterior supplies shall not be left running for an unreasonable or unnecessary length of time. Car washing is permitted only in front of the elevator stack.
9. No radio or television antennas or any wiring for any purpose shall be installed on the exterior of any building without the prior written consent of the Association.
10. Unit owners are reminded that alteration and repair of the buildings are the responsibility of the Association except for the interiors of each unit, as described by the Declaration of Condominiums. No work of any kind is to be performed upon the exterior building walls or upon interior walls that are common elements without the prior written consent of the Association. Unit owners are responsible for all of their window repairs.
11. No unit owner or occupant shall park, store, or leave boats, trailers, or campers on the condominium property.
12. Unless given prior written approval by the Association, there shall be no installation or operation of machinery, refrigerating, heating, or air conditioning devices other than that originally contemplated by the development plans and specifications; additionally, no unit owner may use or store flammable oils/fluids such as gasoline, kerosene, naphtha, and benzene, or other explosives or articles deemed extra-hazardous to life or property. All flooring installed must be approved. Tile and wood flooring require cork installation.
13. No sign, signal, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall be approved in writing by the Association.
14. The Association shall control access to limited common areas, such as the roof. Roof access can be gained by providing the license and insurance of the contractors needing to service air conditioners. Management will then make arrangements with vendors to gain access.
15. Automobile parking spaces shall be assigned and controlled by the Association. A unit owner shall not use nor permit family, guests, tenants, or invitees to use parking spaces assigned to other owners. The Association reserves the right to remove such vehicles at the expenses of the respective owners thereof. **Guest parking is for guests only**, as well as for owners and renters whose assigned space is occupied.
16. Trash and Bulk Pickup: The City of Coral Springs **does not** provide bulk pickup

for condominiums. Any persons putting garbage out for bulk pickup will be responsible for all charges. Dumpsters: standard garbage is to be placed in sealed bags in the dumpster. **No** appliances, furniture, tires, or hazardous materials are allowed. Unit owners who place garbage or other items outside the dumpster will be billed for special pickup and dumping charges.

17. Litterboxes are allowed on the patio provided that they are emptied of litter regularly (at least every other day), and placed far enough away from the screen so as to not overflow with water during rainstorms. If a unit's litterbox is found to be not maintained, that unit's outdoor litterbox privilege may be revoked by majority vote of the Board.
18. Any section of a patio that is behind a stairwell or concrete wall (e.g., units 203, 303, 109, 209, 309, 114, 214, 314) may be used for storage.
19. Tall outdoor storage shed cabinets may be used on any unit's patio. Such cabinets may be placed on one of the patio's sides.
20. Because of safety concerns related to COVID-19, the pool and pool deck (including the recreational area behind the rec room) are open from 9am to 9pm under the following conditions: (a) no more than ten people **in total** are permitted in these areas, (b) only unit owners and renters (**no** guests) are allowed in these areas, and (c) everyone not from the same household must remain six feet apart unless wearing a facial covering. If it is discovered that these conditions are not being met, the Board reserves the right to close the pool, pool deck, and recreational area behind the rec room down. Additionally, it is requested that users wipe down any common surface (e.g., chairs, benches, and tables) before and after use.
21. The Association reserves the right to amend, create, and delete other Rules and Regulations from time to time as may be deemed necessary for the safety, care, and cleanliness of the premises and for securing the comfort and convenience of all the occupants thereof.



# CONDOMINIUM ASSOCIATION OF COUNTRY CLUB MANOR



**Registering a new vehicle/Replacing your decal:** Please visit our website at [www.jlpropertymgmt.com](http://www.jlpropertymgmt.com), Click Parking and then click Condo Association of Country Club Manor. Once you've registered your vehicle online, **you must call our office immediately to finalize the vehicle registration with the Association.** We will get the decal ready for pick up. **You must register your car as a guest if you cannot pick up the decal the same day.** If you do not pick up your decal and your vehicle is booted, we will not be held responsible. If you register your vehicle on a Friday, please register it as a guest for the weekend.

**\*\*EACH NEW DECAL IS \$15.00 CASHIERS CHECK OR MONEY ORDER ONLY\*\***

**Registering a Guest/Rental vehicle:** Please visit our website at [www.jlpropertymgmt.com](http://www.jlpropertymgmt.com), Click Parking and then click Condo Association of Country Club Manor. Guest passes are done virtually through the vehicles TAG number and is only known to parking enforcement. Therefore, no display on the dashboard or on the rear mirror is needed or accepted. If you do not have a computer, you can call (954)968-9791 to register a guest.

**ALL vehicles parked within the community MUST be registered and all residents must abide by the parking Rules and Regulations.** When residents do not follow our rules, they are subject to being booted and/or towed.

## **THE FOLLOWING ARE SUBJECT TO BOOTING/TOWING WITHOUT WARNING:**

- Vehicles not registered with the association (owners/tenants/guests) will be towed/booted immediately from 11:00 PM – 6:00 AM
- All guests cannot exceed thirty (30) days without proper application and approval. Anyone who registers their vehicle over thirty (30) days will be booted.
- Guest parked in owner space
- Parking on grass
- Parking in front of a building **or** parking in tow zone
- Inoperable vehicles parked on the property
- Backed in vehicles
- Blocking a fire lane & blocking garbage pickup
- Any vehicles with any commercial tools that can be seen from outside and/or commercial writing parked on the property overnight will be booted/towed
- Vehicle with expired tags/registration parked on the property will be booted/ towed immediately
- Vehicles with covers will be booted/towed
- Decals only valid to vehicle issued
- **NO TAPE over decals!!**



## Declaration of Condominium

### Country Club Manor



FLCONDODOCS.COM, ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE ACCURACY, COMPLETENESS AND SUITABILITY OF THE INFORMATION CONTAINED HERE FOR ANY PURPOSE WHATSOEVER, AND THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICES HERE DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES BY FLCONDODOCS.COM COMPANIES OR AFFILIATES. ALL SUCH INFORMATION, AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND. FLCONDODOCS.COM, AND ITS AFFILIATES, DISCLAIM ALL WARRANTIES AND CONDITIONS THAT THIS DOCUMENT, ITS SERVERS OR ANY EMAIL SENT FROM FLCONDODOCS.COM, ITS AFFILIATES, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FLCONDODOCS.COM, AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION AND SERVICES, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. YOU HEREBY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT ANY OR ALL DOCUMENTS OR PRODUCTS PURCHASED FROM OUR WEBSITE MAY BE INCOMPLETE, INACCURATE, OUT OF DATE OR MAY CONTAIN HUMAN ERROR, INCLUDING BUT NOT LIMITED TO MISSING OR OMITTED PAGES, MISSING OR OMITTED RECORDED DOCUMENTS OR AMENDMENTS TO CONDOMINIUM DOCUMENTS, ETC.

This Instrument Prepared By:  
Jay C. Salyer, Jr., Esquire  
950 N. Federal Highway  
Suite 208  
Pompano Beach, Florida 33062

78-322523

DECLARATION OF CONDOMINIUM

OF

COUNTRY CLUB MANOR, a Condominium

CONDO VENTURE CORPORATION, a Florida corporation, hereinafter referred to as "DEVELOPER", hereby declares that it has fee simple title of record to the land hereinafter described and further states and declares:

1. Submission Statement: The land hereinafter described is hereby declared to be Condominium Property and is hereby submitted to Condominium Ownership, pursuant to the provisions of the Florida Condominium Act and any amendments or additions thereto in effect on the date hereof.

All provisions of this Declaration shall be enforceable equitable servitudes and shall be covenants running with the land and shall be effective until the declaration is revoked.

2. Name: The name by which this Condominium is to be identified is COUNTRY CLUB MANOR, a Condominium.

3. Legal Description: The legal description of the land included in said Condominium is as follows:

Lots 1, 2, 3 and 4 in Block K of CORAL SPRINGS COUNTRY CLUB, according to the Plat thereof, as recorded in Plat Book 60, page 43, Public Records of Broward County, Florida.

4. Identification of Units: The Condominium has 45 Units, which are identified and referred to herein and on Exhibit A attached hereto and made a part hereof, by the following numerals:

101	109	201	209	301	309
102	110	202	210	302	310
103	111	203	211	303	311
104	112	204	212	304	312
105	114	205	214	305	314
106	115	206	215	306	315
107	116	207	216	307	316
108		208		308	

A Unit together with all the appurtenances may be referred to herein as a Condominium Parcel or Parcel.

5. Survey, Plot Plan and Graphic Description of Improvements:

A. There is being recorded simultaneously herewith a Survey, Plot Plan, Drawings and Floor Plans of the Condominium Property, marked Exhibit A and incorporated herein by reference, containing a graphic description of the improvements made to the Condominium Property showing and identifying thereon the Common Elements, the Limited Common Elements, if any, and each Unit and their

RETURN TO: Ms. Donna Rillo, President, Northwest Broward Title Co.  
Landmark Bank Building of Coral Springs  
9600 W. Sample Road, Suite 505, Coral Springs, FL 33065

78 DEC 7 PM 3:42

REC 7915 PAGE 429

151

relative locations and dimensions. The aforesaid Exhibit has been certified by Geo. Caulfield, a Registered Land Surveyor, State of Florida, authorized to practice in the State of Florida and such Certification is made pursuant to the requirements of the Florida Condominium Act.

B. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit as shown on Exhibit A, which boundaries are as follows:

(1) Upper and lower boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(a) Upper boundaries. The horizontal plane of the unfinished lower surface of the ceiling.

(b) Lower boundaries. The horizontal plane of the unfinished upper surface of the concrete floor.

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

6. Undivided Shares:

A. Each Unit shall have as an appurtenance thereto an undivided share of the Common Elements according to the following percentages:

<u>Unit Number</u>	<u>Undivided Percentage of Common Elements</u>
101	2.33%
102	2.34%
103	2.20%
104	2.20%
105	2.20%
106	2.20%
107	2.20%
108	2.20%
109	2.20%
110	2.20%
111	2.20%
112	2.20%
114	2.10%
115	2.28%

Unit NumberUndivided Percentage  
of Common Elements

116	2.28%
201	2.34%
202	2.28%
203	2.20%
204	2.20%
205	2.20%
206	2.20%
207	2.20%
208	2.20%
209	2.20%
210	2.20%
211	2.20%
212	2.20%
214	2.10%
215	2.28%
216	2.34%
301	2.33%
302	2.28%
303	2.20%
304	2.20%
305	2.20%
306	2.20%
307	2.20%
308	2.20%
309	2.20%
310	2.20%
311	2.20%
312	2.20%

THIS IS NOT AN  
OFFICIAL COPY

<u>Unit Number</u>	<u>Undivided Percentage of Common Elements</u>
314	2.10%
315	2.28%
316	2.34%

B. Each Unit shall have as an appurtenance thereto the right of its Owners and occupants to use all of the Common Elements in this Condominium, excluding Limited Common Elements or as otherwise limited by this Declaration, which right shall be shared with all other Unit Owners and the COUNTRY CLUB MANOR CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as Association), and shall have appurtenant thereto the interest of each Unit Owner as a member of the Association in the funds and assets held by the Association. The share of an Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to an Owner's interest in a Condominium Parcel.

#### C. PARKING SPACES

Each unit shall have one parking space assigned for its exclusive use. Such assignment shall initially be made by the developer by means of a separate document entitled ASSIGNMENT OF PARKING SPACE.

7. Sharing Common Expenses and Surplus: Except when the provisions set forth herein provide for the expenses of Limited Common Elements to be assessed against specific Units, the common expenses shall be shared in proportion to each Unit Owner's percentage of ownership of the Common Elements. The ownership of Common Surplus shall be in proportion to each Unit Owner's percentage of ownership of the Common Elements.

#### 8. Association; Articles, By-Laws, Rules and Regulations:

A. The operation of the Condominium Property shall be by the Condominium Association of Country Club Manor, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida (herein referred to as Association or Condominium Association). The costs and expenses incurred by said Association shall be assessable against Unit Owners as provided herein and in the By-Laws.

B. The operation of the Association shall be governed by the Articles of Incorporation and By-Laws of the Condominium Association, a copy of which is annexed to this Declaration and made a part hereof, and marked Exhibit B and Exhibit C respectively.

C. Reasonable Rules and Regulations concerning the appearance, operation and use of Condominium Property may be made and amended from time to time by the Board of Directors of the Association in the manner provided by its By-Laws. Copies of those Rules and Regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

#### 9. Qualification of Members and Voting Rights:

Section 1. All persons owning a present vested interest

in the fee title to any one of the Condominium Units and which interest is evidenced by recordation of a proper instrument in the Public Records of the county in which said Condominium is situated, shall automatically be members of this Condominium Association and their membership shall automatically terminate when they no longer own such interest. The Developer may designate three persons as members representing the Developer. Corporate Owners may designate up to three corporate officers as members representing the corporation and a Partnership may designate up to three Partners as members representing the Partnership.

Section 2. Owners of each Condominium Unit shall collectively be entitled to one vote and the total number of votes in this Condominium Association shall be equal to the number of Units in this Condominium. The person entitled to cast such vote for each Unit shall be the Voting Owner and shall be determined as follows:

A. A statement in writing signed by all of the Owners of record of an interest in the fee title to a Unit should be filed with the Secretary of the Association and shall state:

(1) The Condominium Unit number or identifying designation and the percentage interest of every person, partnership or corporation (as shown in the Public Records) owning a vested present interest in the fee title of that Unit.

(2) Which agent of the Developer, or officer of a corporate Owner, or partner of a partnership Owner, or which one of the individual Owners is to represent all of the Owners of that Unit at membership meetings and to cast the vote to which that Unit is entitled. The person so designated shall be known as the Voting Owner and shall be the person eligible to cast the vote for that unit. The person designated as the Voting Owner may continue to cast the binding vote until such time as another person is properly designated as the Voting Owner by a similar written statement filed with the Secretary.

C. There cannot be more designated Voting Owners than there are Units within said condominium. An Owner of more than one Unit may designate a Voting Owner for each such Unit who may cast the vote for each such Unit.

D. The person designated as President in the Articles of Incorporation shall be the designated Voting Owner for the Developer, and the subscribers thereto shall be members representing the Developer until such time as the Developer designates other representatives.

E. Owners who fail to properly file the above statement or whose designated Voting Owner is not present at a meeting shall not be deprived of their voting privileges and shall be entitled to vote at a meeting, provided the Owners or members jointly owning a Unit or representing a Unit Owner present at the meeting cast a unanimous vote for that Unit, and the person casting such vote shall be considered the Voting Owner for such Unit for such meeting. However, in the event the members repre-

senting a Unit differ as to how their vote shall be cast, said members shall not be entitled to vote at such meeting until they designate a Voting Owner in the manner described.

10. Method of Amendment of Declaration:

A. This Declaration may be altered, amended or rescinded in part only upon the approval of two-thirds (2/3) of the Voting Owners in the Association, except as otherwise provided herein. Proposals for the alteration, amendment or rescission of this Declaration shall set forth said change in writing in the precise form to be adopted. Such proposals shall be signed by ten percent (10%) of the Voting Owners and delivered to an officer of the Association not less than thirty (30) days prior to the membership meeting at which such proposal is to be voted upon. The officers of the Association shall thereupon call a membership meeting to be held within sixty (60) days thereof to consider said proposal. If the proposal is approved by a majority of the Voting Owners present in person or by proxy at said meeting, the proponents of the amendment shall have an additional thirty (30) day period after such meeting to obtain from those Owners who were not present in person or by proxy at said meeting, the additional approvals, which must be in writing, needed to meet the requirement of two-thirds (2/3) of all the Voting Owners.

B. No amendment shall change the configuration or size of any condominium Unit in any manner that would materially alter or modify any other Unit or the structural support of a contiguous Unit, nor change the proportion or percentage by which the Owner of the Unit shares the common expenses and owns the common surplus, unless all record Owners thereof and all holders of record of mortgages thereon shall join in the execution of the amendment.

C. An Amendment of this Declaration shall become effective when recorded in the public records of the county in which the condominium is situated. All amendments shall be evidenced by a certificate executed by the Association with formalities of a deed and shall include the recording data identifying this Declaration of Condominium.

D. Any Unit Owner may waive any or all of the requirements hereof as to notice by the Secretary or proposals to the President for alteration, amendment or rescission of this Declaration either before, at or after a membership meeting at which a vote is taken to amend, alter or rescind in part, this Declaration.

E. The Developers special rights to amend this Declaration are set forth hereafter.

F. Notwithstanding any provisions to the contrary, no amendment which impairs or prejudices the rights or priorities of an institutional mortgagee shall be valid without the prior written consent of such mortgagee.

11. Common Elements and Limited Common Elements:

A. The Common Elements include all of the premises hereinbefore described, including Limited Common Elements, and all improvements therein and thereon not included within any of the Units.

B. This Declaration, the plot plan, the floor plans and other exhibits, which are made a part hereof may designate certain portions of the Condominium Property as Limited Common Elements. Unless there is a specific provision regarding a particular Limited Common Element which makes the responsibility for the maintenance or expense of that particular Limited Common Element an obligation of the Owners of a specific Unit or Units, the Association shall be responsible for maintenance and repair of all Limited Common Elements, and the cost and expense thereof shall be a common expense assessed to all Unit Owners in accordance with the provisions of this Declaration. The exclusive use of various Limited Common Elements may be served as set forth herein for the use of the Owners of a particular Unit or Units to the exclusion of the Owners of all other Units. Restrictions, rights and privileges relating to the management, maintenance and control of the Limited Common Elements shall be as follows:

(1) Each balcony or patio directly adjacent to each condominium unit shall be a Limited Common Element, the use of which is exclusively reserved to the Unit which has immediate access to that balcony or patio. The day-to-day maintenance and care of the balconies and patios shall be the obligation of the Unit Owners having such exclusive use. No decorations or furnishings shall be placed in a balcony or patio other than patio tables, chairs and floor coverings without the consent of the Association. Any consent given to a Unit Owner for additions or decorations to a balcony or patio shall be in the form of a general consent applicable to all balconies or patios. The Association will be responsible for the painting and structural maintenance of the balconies or patios.

#### 12. Liens and Penalty Interest:

A. The Association shall have a lien on each Condominium Parcel for any unpaid assessments and interest thereon against the Owners of such Condominium Parcel. Said lien shall also secure reasonable attorney's fees and court costs including appeals incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of the county in which the Condominium Parcel is located of a claim of lien stating the description of the Condominium Parcel, the name of the record Owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of liens shall include only assessments which are due and payable when the claim of lien is recorded. Such claims of liens shall be signed and acknowledged by an officer or agent of the Association and shall then be entitled to be recorded. Upon final payment the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording the claim of lien. The Association may foreclose this lien in the manner a mortgage on real property is foreclosed or in lieu of or in addition to this lien and foreclosure procedure may take any other legal action. Prior to filing suit to collect past due assessments, the Association must give the

defaulting Unit Owner notice of the proposed suit by certified mail. The Association may purchase a unit of the Condominium at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien.

B. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate of ten percent (10%) per annum. All payments upon account shall be first applied to interest then to attorney's fees incurred by the Association in the collection of past due assessments and then to the assessment payment first due. The Association may waive this penalty interest at its discretion, and the Association may retain the services of an attorney to collect any assessment not paid within thirty (30) days after the due date.

C. Where the mortgages of a first mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium parcel as a result of foreclosure of the first mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such Condominium Parcel or chargeable to the former owner of such parcel which became due prior to acquisition of title, unless such share has been secured by a claim of lien for assessments that was recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Unit Owners including such acquirer, his successors and assigns. Nothing herein shall be construed to relieve such acquirer of title of the share of common expenses or assessments pertaining to the Condominium Parcel coming due after acquisition of title.

**13. Severability:**

A. If any of the provisions of this Declaration or the Exhibits thereto, or deed of conveyance of a Condominium Parcel by the Developer, or any paragraph, sentence, clause, phrase or word therein, or the application thereof, is held invalid, the remainder of this Declaration, the Exhibits thereto, and the provisions of such conveyance shall not be affected thereby.

B. This Declaration, and the Exhibits thereto are made and executed by the Developer according to and pursuant to the provisions of the Florida Condominium Act, but in the event any provision, sentence, word, phrase, section or clause of said Act is for any reason declared by a Court decision to be invalid and as a consequence thereof the validity of any provision, word, phrase, paragraph or sentence of this Declaration shall be questioned by anyone then such questioned provision, word, phrase, paragraph or sentence shall be deemed to be valid and in full force and effect to the extent permitted under other Florida Statutes and the Common Law in effect in the State of Florida.

**14. Interpretation:**

A. Whenever the context so requires, the use of any gender

shall be deemed to include all genders and the use of the plural shall include the singular, and the singular shall include the plural.

B. As used herein the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association according to the provisions hereof whether or not that person participates in the Association as a member.

C. The provisions of this Declaration shall be interpreted in accordance with the definitions and provisions of the Florida Condominium Act as they exist on the date hereof.

15. Prohibition of Further Subdivision: The space within a Unit or Common Elements shall not be further subdivided, except by the Developer as hereinafter provided. Any instruments whether a conveyance, mortgage or otherwise which describe only a portion of a space within any Unit, shall be deemed to describe the entire Unit and the interest in the Common Elements appurtenant thereto, owned by the person executing such instrument.

16. Access and Easements:

A. All the Condominium property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of the building, or caused by minor inaccuracies in building or rebuilding, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist. All Units shall be subject to an easement for pipes, ducts, wiring, structural improvements and other facilities furnishing support of utility services to any part of the Condominium Property.

B. The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, installation, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

C. The Developer (so long as it owns any Units) and the Association each shall have the right to grant such additional electric, gas, or other utility easements or relocate any existing utility easements or drainage facilities in any portion of the condominium property, and to grant access easements in any portion of the condominium property, as the Developer or the Association shall deem necessary or desirable for the proper operation or 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, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for dwelling purposes.

17. Obligations of Members: Every Owner of an interest in one of the Units shall (in addition to other obligations and duties set out herein):

A. Promptly pay the assessments levied by the Association.

B. Maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the windows, doors, walls, ceilings, floors) whether or not part of the Unit and Common Elements, and maintain and repair the fixtures and mechanical equipment therein and pay for any utilities which are separately metered in the Unit. Said Unit shall be maintained in accordance with the Exhibits attached thereto, except for changes or alterations approved in writing by the Association or made by amendment.

C. Not use or permit the use of his Unit for any purpose other than as a single family residence.

D. Not make or cause to be made any structural addition or alteration to the Common Elements without prior written consent of the Association.

E. Not permit or suffer anything to be done or kept in a Unit which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements.

F. Conform to and abide by this Declaration of Condominium, the By-Laws and Articles of Incorporation; and also conform to and abide by the Rules and Regulations in regard to the use of Units and the Common Elements which may be adopted from time to time by the Board of Directors and to see that all persons using Owner's property by, through or under him also conform. Enforce compliance to all the covenants, conditions, provisions and terms of this Declaration of Condominium by any and all persons and entities, including but not limited to guests, employees, family members, business invitees, agents, partners or associates renting, leasing, occupying, or using any part of a Unit or the Common Elements.

G. Make no alteration, decoration, repair, replacement or change of the Common Elements without prior written consent of the Association.

H. Allow the officers of the Association, or their agents, to enter any Unit during any reasonable business hours for the purpose of determining compliance with the Declaration, the By-Laws, and the Rules and Regulations of the Association.

I. Show no sign, advertisement or notice of any type on the Common Elements or his Unit except as otherwise provided herein.

J. Be liable for the expense of any maintenance, repair or replacement to any portion of the Condominium Property rendered necessary by his act, neglect or carelessness or by that of guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire

K. Use the parking areas only in accordance with the Rules and Regulations in effect from time to time.

L. Not permit any dog, cat or other animal greater than twenty (20) pounds weight, or any creature other than a small, common domestic pet in a Unit or on the Common Elements, except that first purchasers from the Developer may keep any existing pets they might have or their progeny.

18. Insurance and Destruction of Improvements:

A. Unit Owners are advised but not required to purchase liability insurance to protect their interest and personal property insurance on their appliances, furniture, furnishings, wall paper, paneling and other items of personal property.

B. The Association shall purchase and obtain the following insurance:

(1) "ALL RISK" insurance which includes but is not limited to fire extended coverage and other perils covering all of the insurable improvements erected within the Condominium property and all personal property owned by the Association for replacement cost from such company and agency as are approved by the mortgagee holding the greatest number of mortgages on the Units. The policies shall include within the coverage the following items whether within a Unit or part of the Common Elements; air compressors and handling equipment for space cooling and heating, service equipment, water heaters, cabinets, counters, vanities, electrical and plumbing fixtures, walls and partitions and all fixtures, installations or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of individual condominium Units initially installed, or replacements thereof, in accordance with the original condominium plans and specifications. The coverage shall exclude that part of the value of each Unit occasioned by special improvement not common to Units otherwise comparable in construction and finish, and all increase in value of Units occasioned by alterations, betterments and further improvements made by the Unit Owner.

(2) Public liability insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages and with cross liability endorsement to cover liabilities of the Unit Owners as individuals or as a group to other Unit Owners.

(3) Such other insurance deemed desirable by the Board of Directors of the Association.

(4) The premiums for all such insurance shall be assessed against the Owners of each Unit as part of the annual assessment. Provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Unit Owners. Upon receipt of written notice from any institutional first mortgagee the Association shall also create and maintain a special escrow account in a local Florida banking institution for the purpose of assuring the availability of funds with which to pay premium or premiums due

from time to time on the insurance policy or policies which the Association is required to keep in existence. The Association shall deposit in said special escrow account a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expenses and shall also deposit such other sum as may be required therefor, to the end that there shall be on deposit in said account at least one month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor.

C. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear without naming them individually. Such policies and endorsements shall provide that all proceeds covering casualty losses shall be paid to the Association. The Association however shall have the obligation to appoint a trust company authorized to do business in the State of Florida to act as Insurance Trustee to control the disbursement of proceeds in the event of major damage or casualty loss. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Trustee. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance under the following terms:

(1) In the event a loss occurs to any improvement within any of the Units alone, without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Owners of the Units damaged and their mortgagees, if any, as their interests may appear and it shall be the duty of these Owners to use such proceeds to effect necessary repair to their Units. The Insurance Trustee may rely upon the written statement of the Association as to whether or not a loss has been incurred to the Units or Common Elements, or both.

(2) In the event that a loss of \$3,000 or less occurs to improvements within one or more Units and to improvements within contiguous Common Elements, or to improvements within the Common Elements alone, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association, provided the Trustee first obtains the written approval of all first mortgagees holding mortgages encumbering the damaged Units. Upon receipt of such proceeds, the Association will promptly contract for the necessary repairs to the improvements within the Common Elements and within the damaged Units. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the Common Elements and such improvements within the Units which are required to be insured by the Association or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient to repair the insured improvements, assessments shall be made by the Association against all Unit Owners in sufficient

amounts to provide funds for the payment of those costs. The assessments shall be considered a common expense, and the sums paid upon the assessment shall be deposited by the Association with the Insurance Trustee.

(3) In the event said first mortgagees do not agree to the payment of the proceeds as provided in the preceding paragraph, or in the event the damage exceeds \$3,000, then the Insurance Trustee shall hold all insurance proceeds in trust and shall disburse same as follows:

a. In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Elements and within the Units, the improvements shall be completely repaired and restored. In this event the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance and payment bond, and the Trustee shall disburse the insurance proceeds and other funds held in Trust in accordance with the progress payments contained in the construction contract between the Association and the Contractor.

b. In the event the insurance proceeds are not sufficient to repair and reconstruct all of the damaged improvements within the Common Elements and within the Units a membership meeting of the Association shall be held to determine whether or not to abandon the condominium project or to levy a special assessment against all Units and the Owners thereof to obtain the necessary funds to repair and restore the improvements within the Common Elements and the Units. In the event the majority of the Owners vote in favor of the special assessments, the Association shall immediately levy such assessment proportionate to each Units share of the common expenses and the funds received shall be delivered to the Trustee and disbursed as provided in the preceding paragraph. In the event the majority of the Owners are opposed to the special assessment and vote for abandonment of the Condominium project, the insurance proceeds shall be disbursed jointly to the Unit Owners and their mortgagees, if any, in proportion to each Units share of the Common Elements, and the Condominium shall be terminated as hereinafter provided.

c. If the Majority Mortgagee objects to the reconstruction, repairs and replacement of improvement, it may seek equitable relief in the same manner as a Unit Owner under Section 718.118 Florida Statutes.

E. In the event, after complete repair and reconstruction and after the Insurance Trustee's fee has been paid, funds remain in the hands of the Insurance Trustee, such funds shall be disbursed jointly to the Unit Owners and their mortgagees, if any, in proportion to each Unit's share of the Common Elements. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of an Abstract Company as to the names of the Unit Owners and their respective mortgagees, if any.

F. Notwithstanding any provision to the contrary herein, the Majority Mortgagee shall have the right to approve or disapprove of the amounts of any insurance policies and the insurance trustee. All covenants contained herein for the benefit of any mortgagees of a Unit may be enforced by such mortgagee, and shall not be amended without consent of the mortgagee.

**19. Common Expenses and Assessments:**

A. The common expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of public liability insurance, fire and extended coverage insurance on the building, and any other expense designated or inferred to be a common expense in the Declaration, the Articles of Incorporation or the By-Laws.

B. The Board of Directors of the Association shall review and if necessary modify or amend the budget proposed by the President and shall adopt an annual budget in advance for each fiscal year and such budgets shall project the anticipated common expenses for the ensuing year.

C. After adoption of a budget the Board of Directors shall make an annual assessment against Unit Owners in accordance with each Unit's share of the common elements as set forth in the Declaration of Condominium, and the Association shall assess such sums by promptly giving written notice thereof to the Owners of each Unit. One-quarter (1/4) of the annual assessment shall be due and payable in advance to the Association on the first day of each calendar quarter regardless of whether or not members are sent or actually receive written notice thereof; however, the Association may collect such assessment in equal monthly installments in their discretion. In addition, the Association shall have the power to levy special assessments against each Unit, if necessary to cover additional common expenses, which assessments shall be proportionate to each Unit Owner's interest in the Common Elements, unless otherwise provided.

D. The record Owners of each Unit shall be personally liable, jointly and severally to the Association, for the payment of special as well as regular assessments made by the Association and for all costs for collecting delinquent assessments. In the event assessments against a Unit Owner are not paid within thirty (30) days after their due date, the Association shall have the right to obtain legal counsel and proceed according to law and the Declaration to collect unpaid assessments by

REC 7915 REC442

demand or by suit and the defaulting Unit Owner shall be obligated to pay costs and reasonable attorney's fees incurred by the Association.

E. The Board of Directors may by assessment at any time require Owners to maintain a minimum balance on deposit with the Association as an obsolescence-depreciation reserve fund to cover anticipated future common expenses. Said deposits shall be proportionate to each Unit's interest in the Common Elements and with respect to these deposits the Association shall be the agent of the Unit Owners.

F. The Board of Directors of the Association shall provide for the preparation of a summary of the financial and operating statement and present same at least annually to each of the members. Any member, at his cost, may at any time cause an audit to be made of the Association's records and books by a Certified Public Accountant. All books and records of the Association shall be open for inspection by Unit Owners or their authorized representative at reasonable times.

20. Termination: In addition to the method of termination provided in the Condominium Act, after fifty (50) years from the date hereof, all the record owners of at least seventy-five percent (85%) of the Units may remove the condominium property from the provisions of the condominium law by an instrument to that effect duly recorded, provided that the holders of all first mortgage liens affecting any Condominium Parcel consent thereto or agree, by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the property. In the event of any termination, the Directors of the Association shall then proceed to liquidate and dissolve the Association and distribute any surplus. Where more than one person has an interest in a Unit, the Association may elect to pay the share of the surplus for said Unit jointly to the various owners of the Unit.

21. Remedies for Violation: The Association, its officers and directors, each Unit Owner, each member of the Association and each occupant of a Unit shall comply with the laws of the State of Florida, including but not limited to the Corporation Laws and the Condominium Laws, and shall comply with and be bound by each and every term, provision, obligation, duty and condition set forth in this Declaration, the Articles of Incorporation, By-Laws and the Rules and Regulations of the Association. Said laws and documents set forth provisions to provide for the repair and maintenance of the Condominium Property, including the Common Elements and the Units, for the purpose of protecting the value of said property and said laws and documents set forth provisions restricting sale and lease of Units and for management of the Condominium Association for the purpose of assuring a congenial and compatible group of occupants with this Condominium. The Developer, each Unit Owner, each mortgagee holding a mortgage on a Unit, and each occupant of a Unit shall be a beneficiary of the foregoing provisions and shall be entitled to enforce the said provisions by any procedure set forth herein or by any legal or equitable procedure including recovery of money damages, injunctive relief or specific performance. In any enforcement proceeding brought by the Developer, a Unit Owner, the Association, a mortgagee or an occupant arising out of an alleged default by Association, its officers or directors, a Unit Owner or occupant the prevailing party shall be entitled

OFF  
REC 7915  
PAGE 443

to recover all the costs, fees and expenses incurred in the proceeding, together with such reasonable attorney's fees as may be awarded by the court, including appellate court representation and costs. The failure to promptly enforce any of the provisions of the Declaration shall not bar their subsequent enforcement.

22. Maintenance:

A. In the event Owners of a Unit fail to maintain it as required herein or make any structural addition or alteration without the required written consent, or in the event any Owner, his guests, employees, agents or lessees cause any damage to any Unit or to the Common Elements, the Association shall have the right to levy at any time a special assessment against the Owners of such Unit for the necessary sums to put the improvements within the Common Elements or a Unit in good condition and repair or to remove any unauthorized structural addition or alteration.

B. Except as may otherwise be specifically provided herein, it shall be the duty of the Association to provide through its agents and employees for the maintenance, repair and replacement of all Common Elements and all exterior doors, windows and screens, balconies, terraces, air conditioning equipment located on or within the Common Elements, parking areas, driveways, walkways and landscaped areas. The cost and expense thereof shall be a common expense assessed against all Unit Owners. The Association shall continuously operate and maintain all the Common Elements and items described hereinbefore in the same manner, quality, degree and duration as initially constructed and operated.

C. In the event of emergency repairs needed in the Common Elements, utilities or the exterior surface of any Unit, the owner of an interest in any Unit affected shall give the Association written notice to repair same, and if said repairs are not made within twenty-four hours said owner may proceed to contract in his own name to make such repair, and the Association shall be obligated to reimburse said owner for the reasonable value of the repairs which were necessary and for which the Association has financial responsibility.

D. The Association shall have the right to have its employees and agents enter any Unit at any time to do emergency work and at any reasonable time to do other work as deemed necessary by the Board of Directors or officers of the Association to enforce compliance with the provisions hereof, and such entry shall not be deemed a trespass.

23. Improvements by the Association. Subsequent to the original construction, improvements and additions to the Common Elements may be made by the Association levying a special assessment, provided, however, no such special assessment shall be levied for improvements which shall exceed one-quarter of the current regular annual assessment, unless prior written unanimous consent is received from all Voting Owners, provided, however, that any alteration or improvement of the Common Elements approved in writing by Voting Owners entitled to cast at least seventy-five

percent (75%) of the total vote in the Association, and which does not prejudice the rights of any Owners or mortgagees not consenting, may be done if the Owners who do not approve are relieved from the cost thereof. There shall be no change in the shares and rights of a Unit Owner in the Common Elements which are altered or further improved, whether or not the Unit Owner contributes to the cost thereof.

**24. Mortgages and Special Rights of Mortgagees:**

A. No Unit Owner may mortgage his Unit nor any interest therein without the approval of the Association except to a bank, life insurance company or a state or federal savings and loan association, hereinafter referred to as an institutional mortgagee, except the Developer or a Unit Owner making a bona fide sale of a Unit may take back a purchase money mortgage. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld. Unit Owners shall when requested by the Association promptly give the Association the names and addresses of all parties holding mortgages on the Owners Unit.

B. So long as any institutional mortgagee shall hold a first mortgage upon any Unit or Units, or shall be the Owner of any Unit, such institutional first mortgagee shall upon written request, be provided with the following documents and information by the officers of the Association.

(1) One copy of the annual financial statement and report of the Association, including a detailed statement of annual carrying charges, income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year.

(2) Notice by the Association of the call of any meeting of the membership to be held for the purpose of voting on any proposed amendment to this Declaration of Condominium, the Articles of Incorporation or the By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

(3) Notice of default in payment of a regular or special condominium assessment by the Owner of any Unit encumbered by a first mortgage held by any institutional mortgagee.

C. In the event any institutional mortgagee holding a first mortgage on a Unit should, in its sole discretion, determine that the Common Elements or any Unit or Units are not being properly maintained, the mortgagee shall give the Association written notice requesting that the Association make the repairs or maintenance service the mortgagee deems necessary. If the requested repairs are not commenced by the Association within the 15 days after receipt of such notice and completed within a reasonable time thereafter, the mortgagee giving notice shall have the right to enter the premises and make the requested repairs or maintenance to the Common Elements or the Units in the same manner and with the same rights and powers as the Associa-

tion and entry upon the Condominium Property for such purpose shall not be deemed a trespass. Should the mortgagee elect to make such repairs and/or perform the maintenance service, such mortgagee shall have a lien on a specific Unit for the repairs to that Unit and a lien upon all the Units for the cost and expenses of such repairs and maintenance to the Common Elements, and such mortgagee shall also be subrogated to the right of the Association to levy and collect assessments for the costs and expenses of such repairs and maintenance service. In the event a Unit Owner, whether or not that Owner's Unit is encumbered by a mortgage held by such mortgagee, should not promptly pay the assessment levied by such mortgagee after notice of said assessment has been given, such mortgagee shall be entitled to proceed by legal action to collect said assessment in its name and/or in the name of the Association in the same manner and with the same collection, lien and foreclosure rights as the Association, including the right to recover from such owner court costs and reasonable attorney's fees incurred by the mortgagee to enforce the payment of such assessment.

D. If any institutional mortgagee is dissatisfied with the manner in which the Association is maintaining the condominium property, establishing the budget, collecting assessments or enforcing the provisions of the Declaration of Condominium, it shall have the right to require the Association to enter into a one year contract with a management company experienced in the business of managing condominium properties, and if the Association does not select and contract with a management company of their choice within 30 days after receiving notice thereof, said institutional mortgagee shall have the right to designate the management company. Such institutional mortgagee shall have the same power as the officers or Board members of the Association to call meetings of the Board and meetings of the members in the manner provided in the By-Laws to explain the nature of the action which said mortgagee has undertaken and the reasons therefor.

The Association shall indemnify and hold such mortgagee harmless from any claim, demand, liability or cause of action for any claims made by the Unit Owners or the Association for costs or damages arising out of the actions taken by such mortgagee in connection herewith.

25. Indemnification: Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other

rights to which such Director or officer may be entitled.

26. Duration of Provisions: In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporators of the Association.

27. Restriction on Sale, Lease or Transfer:

A. There are no restrictions on the sale of any interest in a Unit.

B. Unit Owners shall not rent, lease or permit guests to occupy their Unit for a period of less than six months without first obtaining the approval of the Board of Directors. The manner, form and notice required for approval shall be at the absolute discretion of the Board of Directors and any approval given may be rescinded if the tenant or guest violates any terms of the Declaration of Condominium.

Any tenant or guest who has not been approved or whose approval has been rescinded shall not be permitted to use the common areas and any continued use after notice shall be deemed a trespass. The Association may take legal action to enforce this prohibition and evict any unapproved tenant or guest. The purpose of this paragraph is to expedite the Owner's right to permit guests or tenants to occupy his Unit upon short notice and to give the Association prompt remedy to enforce compliance with the terms of the Declaration of Condominium by all guests and tenants.

Family members occupying a Unit as a guest of the Owner shall not be considered as tenants; however, the Board of Directors has the right to alter this provision and further limit the total number of guests and tenants to avoid any Unit being used for transient guests or tenants.

Each Board member, when he is not in residence, may designate another Unit Owner to act for him as Director during his absence for the sole purpose of approving and disapproving tenants or guests.

C. Notwithstanding anything to the contrary herein, the provisions of this section relating to "Sale, lease or transfer" shall not be applicable to transfers to purchasers at foreclosure or other judicial sales, to transfers by voluntary deeds to banks, insurance companies, state and federal savings and loan associations, to institutional lenders as defined herein, or to any governmental authority, nor to the Developer until after the Developer has initially conveyed or disposed of all Units.

D. The purpose of the covenants in this section is to maintain a congenial residential community and this covenant shall

exist until this section of the Declaration is amended, or until the Condominium project is terminated as herein provided.

28. Authority to Contract for Management and Grant Easements:

Section 1. The Board of Directors of said Association shall have the authority and power to direct the officers to contract from time to time with other persons to provide the following services:

A. All building and grounds maintenance services for which the Association is responsible hereunder.

B. To act as the agent of the Association in collecting assessments, maintaining records thereof, preparing proposed operating budgets, maintaining a separate bank account in the Corporation's name, and making deposits and withdrawals therefrom.

C. To place insurance required hereunder or which may be required by resolution of the Board of Directors.

D. To provide any other administration service desired by the Board of Directors.

Nothing contained in this section shall be construed to permit the Board of Directors to delegate its responsibility for policy making decisions. Any management contract shall be in written form and a properly executed copy thereof shall be kept with the corporate records, and any Unit Owner shall have the right to make a copy thereof.

29. Developers Rights: In addition to any other rights, privileges or exemptions granted to the Developer by the terms of any other provision set forth in this Declaration, the exhibits thereto or the laws of the State of Florida, the Developer, its successors or assigns, shall have the following described rights, privileges and exemptions and in exercise thereof shall not be required to obtain the vote of approval of any Unit Owner or the consent approval or signature of the Association, its officers or directors. These rights shall continue until the Developer has initially conveyed all of the Units to purchasers other than another Developer and no amendment to this Declaration 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.

A. The Developer shall have the right to transact any business on the Condominium Property necessary to consummate sales of Condominium Units, including, but not limited to, the right to have model apartments, to have signs on the Condominium Property and advertise the sale of Condominium Units and to have employees on the Condominium Property to show Units for sale. The furniture and furnishings in the model apartment, and all items pertaining to sales on the Condominium Property shall not be considered Common Elements and shall remain the property of the Developer.

B. The Developer will not be subject to the provisions hereof relating to Sale, Rental, Lease or Transfer.

C. The Developer may amend the Declaration to correct an omission or error, except that this procedure for amendment cannot be used if such an amendment would materially adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing. Amendments by the Developer must be evidenced in writing and recorded in the public records; a certificate of the Association is not required, execution by the Developer alone is sufficient.

D. The Developer shall have the right to make alterations, additions, or improvements in, to, and upon Units owned by Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; to change the layout or number of rooms in any Developer-owned Units; to change the size and/or number of Developer-owned Units by subdividing one or more Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise; and to reapportion among the Developer-owned Units affected by such change in size or number, their appurtenant interest in the common elements and share of the common expenses, provided, however, that the percentage interest in the common elements of any Units (other than Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing.

30. Notices: Whenever notices are required to be sent hereunder, the same shall be delivered to Unit Owner by mail, addressed to such Unit Owner, at their place of residence on the condominium property, unless the Unit Owner has, by prior written notice, specified a different address for such purpose. Notice to the Association shall be delivered by mail to the office of the Association at 2500 Coral Springs Drive, Coral Springs, Florida.

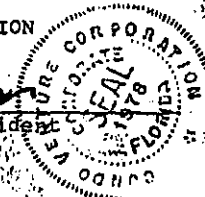
IN WITNESS WHEREOF, CONDO VENTURE CORPORATION, a Florida corporation, has caused these presents to be signed in its name by its proper officer, this 7<sup>th</sup> day of DECEMBER, 1978.

Witnesses:

Robert St. John  
Robert Browning

CONDO VENTURE CORPORATION

By Howard Bloom  
Howard Bloom, President



Condominium Association of Country Club Manor, Inc. . . a Florida non-profit corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and the Exhibits attached hereto.

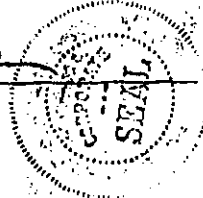
IN WITNESS WHEREOF, Condominium Association of Country Club Manor, INC., a Florida non-profit corporation, has caused these presents to be signed in its name by its proper officer, this 7<sup>th</sup> day of DECEMBER, 1978.

Witnesses:

Condominium Association of Country Club Manor, Inc.

Robert Browning  
Robert Browning

By Howard Bloom  
Howard Bloom, President



STATE OF FLORIDA  
COUNTY OF BROWARD

THIS IS NOT AN OFFICIAL COPY

The foregoing Declaration was acknowledged before me this 7<sup>th</sup> day of DECEMBER, 1978, by Howard Bloom as President of CONDO VENTURE CORPORATION, a Florida corporation, on behalf of the corporation.

Robert Browning  
Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPT. 12 1981  
BONDED THRU GENERAL INS. UNDERWRITERS

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing Declaration was acknowledged before me this 7<sup>th</sup> day of DECEMBER, 1978, by Howard Bloom as President of Condominium Association of Country Club Manor, INC., a Florida non-profit corporation, on behalf of the corporation.

Robert Browning  
Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPT. 12 1981  
BONDED THRU GENERAL INS. UNDERWRITERS

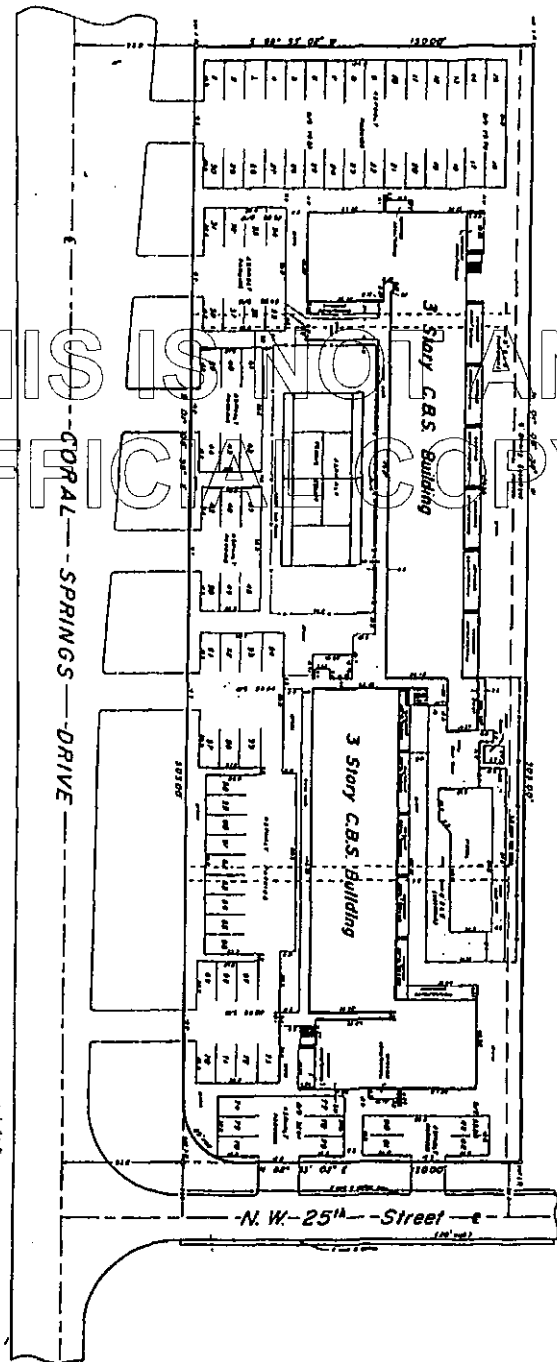
(SEAL)

REC 7915 PAGE 450

North  
Scale 1" = 10'

**COUNTRY CLUB MANOR**  
**A CONDOMINIUM**  
LOTS 1, 2, 3 & 4 BLOCK 4  
CORAL SPRINGS COUNTRY CLUB  
CORAL SPRINGS, FLORIDA

REF. 7915 REC. 451



**SURVEY & SITE PLAN**

THIS IS A COPY OF THE ORIGINAL SURVEY & SITE PLAN FOR THE COUNTRY CLUB MANOR CONDOMINIUM, LOT 1, 2, 3 & 4, BLOCK 4, CORAL SPRINGS COUNTRY CLUB, CORAL SPRINGS, FLORIDA. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

**CERTIFICATE**  
I, **DAVID A. COULFIELD**, a duly licensed Professional Engineer in the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original Survey & Site Plan for the Country Club Manor Condominium, Lot 1, 2, 3 & 4, Block 4, Coral Springs Country Club, Coral Springs, Florida, as the same appears on the records of the Office of the Clerk of the Circuit Court for the County of Broward, State of Florida.

*[Signature]*  
DAVID A. COULFIELD  
Professional Engineer  
No. 12345  
State of Florida

<p><b>EXHIBIT "A" PAGE 1</b> Survey &amp; Site Plan of <b>COUNTRY CLUB MANOR</b> A Condominium</p>	<p>DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____</p>	<p><b>CND</b> coulfield/nash and associates, inc.</p>	<p>land surveyor professional consulting engineers 2501 West Highway 104 Coral Gables, Florida 312-4400/425-1500, 5344</p>
--	---	---	--

**FIRST FLOOR PLAN**



SCALE IN FEET

0 10 20 30 40 50

A CONDOMINIUM

LOTS 6, 7, 8 & BLOCK K  
CORAL SPRINGS COUNTRY CLUB  
CORAL SPRINGS, FLORIDA

DT 7915 PAGE:452  
REC

1. George Washington was the Washington of a Washington in Japan.
2. The Shogun was not of the Shogun and the Shogun was not of the Shogun.
3. The Shogun was not of the Shogun and the Shogun was not of the Shogun.
4. The Shogun was not of the Shogun and the Shogun was not of the Shogun.
5. The Shogun was not of the Shogun and the Shogun was not of the Shogun.
6. The Shogun was not of the Shogun and the Shogun was not of the Shogun.
7. The Shogun was not of the Shogun and the Shogun was not of the Shogun.
8. The Shogun was not of the Shogun and the Shogun was not of the Shogun.
9. The Shogun was not of the Shogun and the Shogun was not of the Shogun.
10. The Shogun was not of the Shogun and the Shogun was not of the Shogun.

description **EXHIBIT "A" PAGE 2**  
annexed to and made a part of, the  
DECLARATION OF CONDOMINIUM of  
COUNTRY CLUB MANOR  
& Condominium

date \_\_\_\_\_  
 E. M. Rogers  
 drawn by \_\_\_\_\_

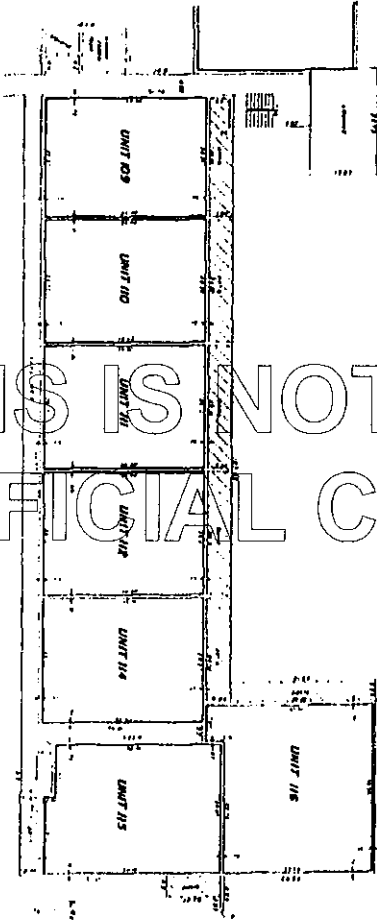
**CNA**

cautfield/nash  
and associates, inc.

land surveyors  
planners  
consulting engineers  
2501 W. 11th Ave. bldg.  
described above, Portland  
1-42-2400/432-2290 3344

THIS IS NOT AN  
OFFICIAL COPY

FIRST FLOOR PLAN



REF 7915 PAGE 453  
COUNTRY CLUB MANOR  
A CONDOMINIUM  
LOT 5, S.W. 1/4, BLOCK 1  
CORAL SPRINGS COUNTRY CLUB  
CORAL SPRINGS, FLORIDA

SCALE IN FEET  
0 10 20 30 40 50 60 70 80 90 100

North

- NOTES:
1. THE EXISTING LOT 5, S.W. 1/4, CORAL SPRINGS COUNTRY CLUB, IS A TRACT OF LAND IN THE CITY OF CORAL SPRINGS, FLORIDA, AND IS SUBJECT TO THE DEED OF CONVEYANCE TO THE CITY OF CORAL SPRINGS, FLORIDA, DATED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA, IN THE BOOK OF RECORDS, PAGE 100,000,000.
  2. THE EXISTING LOT 5, S.W. 1/4, CORAL SPRINGS COUNTRY CLUB, IS A TRACT OF LAND IN THE CITY OF CORAL SPRINGS, FLORIDA, AND IS SUBJECT TO THE DEED OF CONVEYANCE TO THE CITY OF CORAL SPRINGS, FLORIDA, DATED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA, IN THE BOOK OF RECORDS, PAGE 100,000,000.
  3. THE EXISTING LOT 5, S.W. 1/4, CORAL SPRINGS COUNTRY CLUB, IS A TRACT OF LAND IN THE CITY OF CORAL SPRINGS, FLORIDA, AND IS SUBJECT TO THE DEED OF CONVEYANCE TO THE CITY OF CORAL SPRINGS, FLORIDA, DATED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA, IN THE BOOK OF RECORDS, PAGE 100,000,000.
  4. THE EXISTING LOT 5, S.W. 1/4, CORAL SPRINGS COUNTRY CLUB, IS A TRACT OF LAND IN THE CITY OF CORAL SPRINGS, FLORIDA, AND IS SUBJECT TO THE DEED OF CONVEYANCE TO THE CITY OF CORAL SPRINGS, FLORIDA, DATED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA, IN THE BOOK OF RECORDS, PAGE 100,000,000.
  5. THE EXISTING LOT 5, S.W. 1/4, CORAL SPRINGS COUNTRY CLUB, IS A TRACT OF LAND IN THE CITY OF CORAL SPRINGS, FLORIDA, AND IS SUBJECT TO THE DEED OF CONVEYANCE TO THE CITY OF CORAL SPRINGS, FLORIDA, DATED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA, IN THE BOOK OF RECORDS, PAGE 100,000,000.
  6. THE EXISTING LOT 5, S.W. 1/4, CORAL SPRINGS COUNTRY CLUB, IS A TRACT OF LAND IN THE CITY OF CORAL SPRINGS, FLORIDA, AND IS SUBJECT TO THE DEED OF CONVEYANCE TO THE CITY OF CORAL SPRINGS, FLORIDA, DATED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA, IN THE BOOK OF RECORDS, PAGE 100,000,000.
  7. THE EXISTING LOT 5, S.W. 1/4, CORAL SPRINGS COUNTRY CLUB, IS A TRACT OF LAND IN THE CITY OF CORAL SPRINGS, FLORIDA, AND IS SUBJECT TO THE DEED OF CONVEYANCE TO THE CITY OF CORAL SPRINGS, FLORIDA, DATED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA, IN THE BOOK OF RECORDS, PAGE 100,000,000.
  8. THE EXISTING LOT 5, S.W. 1/4, CORAL SPRINGS COUNTRY CLUB, IS A TRACT OF LAND IN THE CITY OF CORAL SPRINGS, FLORIDA, AND IS SUBJECT TO THE DEED OF CONVEYANCE TO THE CITY OF CORAL SPRINGS, FLORIDA, DATED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA, IN THE BOOK OF RECORDS, PAGE 100,000,000.
  9. THE EXISTING LOT 5, S.W. 1/4, CORAL SPRINGS COUNTRY CLUB, IS A TRACT OF LAND IN THE CITY OF CORAL SPRINGS, FLORIDA, AND IS SUBJECT TO THE DEED OF CONVEYANCE TO THE CITY OF CORAL SPRINGS, FLORIDA, DATED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA, IN THE BOOK OF RECORDS, PAGE 100,000,000.
  10. THE EXISTING LOT 5, S.W. 1/4, CORAL SPRINGS COUNTRY CLUB, IS A TRACT OF LAND IN THE CITY OF CORAL SPRINGS, FLORIDA, AND IS SUBJECT TO THE DEED OF CONVEYANCE TO THE CITY OF CORAL SPRINGS, FLORIDA, DATED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA, IN THE BOOK OF RECORDS, PAGE 100,000,000.

REV. 12-7-78

EXHIBIT "A" PAGE 3  
DECLARATION OF CONDOMINIUM OF  
COUNTRY CLUB MANOR  
A CONDOMINIUM

DATE  
BY  
FOR

DATE  
BY  
FOR

DATE  
BY  
FOR

caulfield/nash  
and associates, inc.

land surveyor  
planner  
consulting engineers  
2501 West Highway 100  
Coral Springs, Florida  
954-8400/453-2200 334.11

SECOND FLOOR PLAN

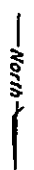


LOT 1, 2, 3 & 4 BLOCK K  
 CORAL SPRINGS COUNTRY CLUB  
 CORAL SPRINGS, FLORIDA

1. Robert Schumann was a German composer.
2. Richard Wagner was a German composer.
3. Franz Liszt was a Hungarian composer.
4. Pyotr Ilyich Tchaikovsky was a Russian composer.
5. Anton Bruckner was an Austrian composer.
6. Wolfgang Amadeus Mozart was an Austrian composer.
7. Ludwig van Beethoven was a German composer.
8. Joseph Haydn was an Austrian composer.
9. Georg Friedrich Handel was an English composer.
10. George Frideric Handel was an English composer.

<p><b>EXHIBIT "A" PAGE 4</b></p> <p>measured to and made a part of the DECLARATION OF COVENANTS OF <b>COUNTRY CLUB MANOR</b> &amp; <b>condominium</b></p>	<p>DATE _____</p> <p>Jurat Signed Origin by _____</p> <p>By-Pd _____</p>	<p>job no. _____</p> <p>by Engineer dated _____</p> <p>drawing no. _____</p>	<div style="text-align: center;">  </div> <p><b>caulfield/nash</b> and associates, inc.</p> <p style="text-align: right;">land surveyors engineers consulting architects 2601 west Midway Blvd. Portland, Oregon, U.S.A. 503-440-7435 ext-5344</p>
---	--	--	---

THIRD FLOOR PLAN



LOT 5 4, 2, 3 & 4 BLOCK N  
CORAL SPRINGS COUNTRY CLUB  
CORAL SPRINGS, FLORIDA

7915 PAGE 455

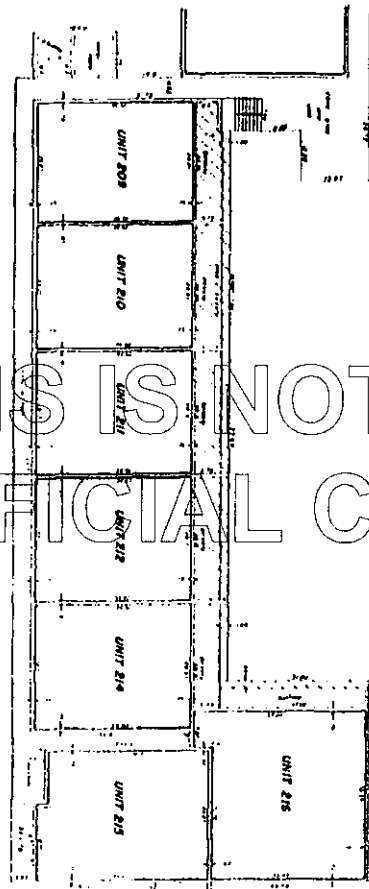
1. *Introduction*

date	job no
drawn by	checked by
no-pg	drawing no

land surveyors  
planners  
consulting engineers  
2501 west Nileburg Blvd  
dunedin beach, florida  
813-240-7433 ext. 3344

THIS IS NOT AN  
OFFICIAL COPY

SECOND FLOOR PLAN



REC 7915 PAGE 456  
COUNTRY CLUB MANOR  
A CONDOMINIUM  
CORAL SPRINGS COUNTRY CLUB  
CORAL SPRINGS, FLORIDA



North

1. The Association shall be organized as a corporation...
2. The Association shall have the right to sue and be sued...
3. The Association shall have the right to acquire, hold, lease, convey, and otherwise dispose of real and personal property...
4. The Association shall have the right to borrow money and to execute and deliver promissory notes, mortgages, and other instruments...
5. The Association shall have the right to enter into contracts for the purchase and sale of real and personal property...
6. The Association shall have the right to execute and deliver any and all instruments necessary or proper to carry out its powers...
7. The Association shall have the right to sue and be sued in its corporate name...
8. The Association shall have the right to acquire, hold, lease, convey, and otherwise dispose of real and personal property...
9. The Association shall have the right to borrow money and to execute and deliver promissory notes, mortgages, and other instruments...
10. The Association shall have the right to enter into contracts for the purchase and sale of real and personal property...
11. The Association shall have the right to execute and deliver any and all instruments necessary or proper to carry out its powers...
12. The Association shall have the right to sue and be sued in its corporate name...

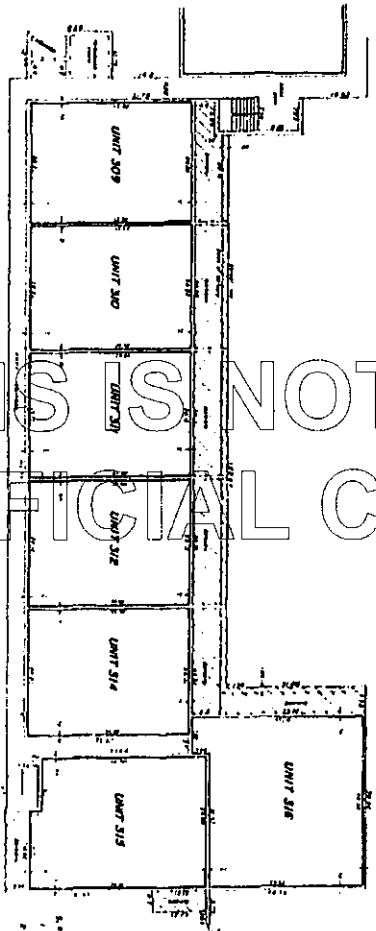
EXHIBIT 24 PAGE 6  
DECLARATION OF CONDOMINIUM  
COUNTRY CLUB MANOR

caulfield/nash  
and associates, inc.

land surveyors  
planners  
consulting engineers  
2501 west Allstons Blvd  
Fort Lauderdale, Florida  
954-4400/424-0500 3344

THIS IS NOT AN  
OFFICIAL COPY

THIRD FLOOR PLAN



COUNTRY CLUB MANOR

A CONDOMINIUM

LOT 1, A, B & C BLOCK "A"  
CORAL SPRINGS COUNTRY CLUB  
CORAL SPRINGS, FLORIDA

811 7915 REC-457



1. ELEVATION NOTES
2. ELEVATION NOTES
3. ELEVATION NOTES
4. ELEVATION NOTES
5. ELEVATION NOTES
6. ELEVATION NOTES
7. ELEVATION NOTES
8. ELEVATION NOTES
9. ELEVATION NOTES
10. ELEVATION NOTES
11. ELEVATION NOTES
12. ELEVATION NOTES
13. ELEVATION NOTES
14. ELEVATION NOTES
15. ELEVATION NOTES
16. ELEVATION NOTES
17. ELEVATION NOTES
18. ELEVATION NOTES
19. ELEVATION NOTES
20. ELEVATION NOTES
21. ELEVATION NOTES
22. ELEVATION NOTES
23. ELEVATION NOTES
24. ELEVATION NOTES
25. ELEVATION NOTES
26. ELEVATION NOTES
27. ELEVATION NOTES
28. ELEVATION NOTES
29. ELEVATION NOTES
30. ELEVATION NOTES
31. ELEVATION NOTES
32. ELEVATION NOTES
33. ELEVATION NOTES
34. ELEVATION NOTES
35. ELEVATION NOTES
36. ELEVATION NOTES
37. ELEVATION NOTES
38. ELEVATION NOTES
39. ELEVATION NOTES
40. ELEVATION NOTES
41. ELEVATION NOTES
42. ELEVATION NOTES
43. ELEVATION NOTES
44. ELEVATION NOTES
45. ELEVATION NOTES
46. ELEVATION NOTES
47. ELEVATION NOTES
48. ELEVATION NOTES
49. ELEVATION NOTES
50. ELEVATION NOTES
51. ELEVATION NOTES
52. ELEVATION NOTES
53. ELEVATION NOTES
54. ELEVATION NOTES
55. ELEVATION NOTES
56. ELEVATION NOTES
57. ELEVATION NOTES
58. ELEVATION NOTES
59. ELEVATION NOTES
60. ELEVATION NOTES
61. ELEVATION NOTES
62. ELEVATION NOTES
63. ELEVATION NOTES
64. ELEVATION NOTES
65. ELEVATION NOTES
66. ELEVATION NOTES
67. ELEVATION NOTES
68. ELEVATION NOTES
69. ELEVATION NOTES
70. ELEVATION NOTES
71. ELEVATION NOTES
72. ELEVATION NOTES
73. ELEVATION NOTES
74. ELEVATION NOTES
75. ELEVATION NOTES
76. ELEVATION NOTES
77. ELEVATION NOTES
78. ELEVATION NOTES
79. ELEVATION NOTES
80. ELEVATION NOTES
81. ELEVATION NOTES
82. ELEVATION NOTES
83. ELEVATION NOTES
84. ELEVATION NOTES
85. ELEVATION NOTES
86. ELEVATION NOTES
87. ELEVATION NOTES
88. ELEVATION NOTES
89. ELEVATION NOTES
90. ELEVATION NOTES
91. ELEVATION NOTES
92. ELEVATION NOTES
93. ELEVATION NOTES
94. ELEVATION NOTES
95. ELEVATION NOTES
96. ELEVATION NOTES
97. ELEVATION NOTES
98. ELEVATION NOTES
99. ELEVATION NOTES
100. ELEVATION NOTES

EXHIBIT "K" PAGE 7  
DECLARATION OF CONDOMINIUM OF  
COUNTRY CLUB MANOR  
A CONDOMINIUM



Coufield/Nash  
and Associates, Inc.

land surveyors  
planners  
consulting engineers  
2501 West Highway 104  
Coral Springs, FL 33441  
954-460-7420/422-4290

# State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

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

CONDOMINIUM ASSOCIATION OF

COUNTRY CLUB MANOR, INC.

filed on the 7th day of December, A.D., 1978

The Charter Number for this corporation is 745156



CER 101  
7-21-78

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

7th day of December, 1978

*Janice M. Berry, Jr.*  
SECRETARY OF STATE

REC  
7915  
MAR 458

Exhibit "B"  
ARTICLES OF INCORPORATION

OF

CONDOMINIUM ASSOCIATION OF COUNTRY CLUB MANOR, INC.

(A Non-Profit Florida Corporation)

We, the undersigned subscribers, associate ourselves to become a Florida corporation, not for profit, pursuant to the laws of the State of Florida.

ARTICLE I

Name and Location

Section 1. The name of this corporation shall be Condominium Association of Country Club Manor, Inc., a Condominium Association, a corporation not for profit, organized under the laws of the State of Florida, and may also be referred to herein as the Association.

Section 2. The principal office and street address of the initial registered office of this corporation shall be 2500 Coral Springs Drive, Coral Springs, Florida, which may, by resolution of the Board of Directors, be changed from time to time to any location in the State of Florida.

ARTICLE II

Purposes and Powers

Section 1. The purposes for which this corporation is formed are as follows:

A. To provide an entity with Directors and officers to operate the condominium, known as COUNTRY CLUB MANOR, a Condominium, and to manage and administer the Condominium Property including but not limited to, collecting assessments from Unit Owners for the purpose of operating, maintaining, repairing, improving and administering the Condominium Property, and to perform the acts and duties desirable for such property manage-

REF 7915 REC 459

ment for the Units and Common Elements and Limited Common Elements, pursuant to the provisions of the Declaration of Condominium and the Condominium Act of the State of Florida.

B. To purchase, own and maintain as a part of the Common Elements such personal property as the Association deems desirable for the use and enjoyment of its members.

C. To carry out the obligations and duties and to receive the benefits given the Association by said Declaration of Condominium.

Section 2. The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all of the common-law and statutory powers of a Florida corporation not for profit not in conflict with the terms of these Articles or the Declaration of Condominium.

B. The Association shall have all of the powers and duties set forth in said Condominium Act, except as limited by these Articles, and all of the powers and duties reasonably necessary to operate the Condominium Property pursuant to the declaration as it may be amended from time to time, including but not limited to the following:

1. To make and collect assessments against members as Unit Owners in order to provide for the payment of costs, expenses and losses of the Condominium Property.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. To maintain, repair, replace and operate the Common Elements and Condominium Property.

4. To purchase insurance upon the said property and insurance for the protection of the Association and its officers.

5. To reconstruct improvements after damage and make further improvements of the Condominium Property.

6. To enforce by legal means the regulations respecting the use of the Condominium Property.

7. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws and the Rules and Regulations of the Association.

8. To employ personnel to perform the services required for proper operation of the Condominium Property.

### THIS IS NOT AN ARTICLE III Shares of Stock and Dividends Prohibited

Section 1. This 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 officers, provided, however, the corporation may, as provided in the By-Laws, pay compensation in a reasonable amount to its members, Directors, and officers for services rendered.

#### ARTICLE IV

##### Qualification of Members and Voting Rights

Section 1. All persons owning a present vested interest in the fee title to any of the Condominium Units and which interest is evidenced by recordation of a proper instrument in the Public Records of the county in which said Condominium is situated, shall automatically be members of this Condominium Association and their membership shall automatically terminate when they no longer own such interest. The Developer may designate three persons as members representing the Developer. Corporate Owners may designate up to three corporate officers as members representing the corporation and a Partnership may designate up to three Partners as members representing the Partnership.

REC 7915 PAGE 461

Section 2. Owners of each Condominium Unit shall collectively be entitled to one vote. The person entitled to cast such vote, referred to herein as a Voting Owner, shall be determined in the manner set forth in the By-Laws. The total number of votes in this Condominium Association shall be equal to the number of Units within this Condominium. An Owner of more than one Unit may designate a Voting Owner for each such Unit.

#### ARTICLE V

##### Term of Existence

Section 1. This corporation shall have perpetual existence.

#### ARTICLE VI

##### Names and Residences of Subscribers

Section 1. The names and residences of the subscribers are as follows:

<u>Name</u>	<u>Residence</u>
Howard Bloom	950 North Federal Highway Pompano Beach, Florida
Robert Browning	2500 Coral Springs Drive Coral Springs, Florida
George Edwards	950 North Federal Highway Pompano Beach, Florida

#### ARTICLE VII

##### Management and Election of Directors and Officers

Section 1. The affairs, policy, and business of the Association shall be directed, made and governed by the Board of Directors through resolutions approved at duly called meetings of the Board of Directors and promulgated to the officers of the Association. The officers shall control, operate and manage all the property and business of the Association in accordance with said resolutions and in accordance with the provisions of these Articles of Incorporation, the By-Laws, the Florida Condominium Law, and the Declaration

OFF  
7915  
PAGE 462

of Condominium. No Unit Owner, member or Director shall have any authority to act for the Association unless that person is also an elected officer.

Section 2. The Board of Directors shall consist of three (3) persons who, except for the initial Board members, are all to be elected annually in accordance with the By-Laws, at the annual membership meeting. Except for the initial Board members, who shall hold office until the annual meeting of the membership in 1981, each Director shall hold office until the end of the next annual meeting of members and until his successor shall have been elected or appointed.

Section 3. In the election of Directors, cumulative voting shall be used. Directors shall be elected by plurality vote, by one ballot for the entire Board of Directors and not by one ballot in turn for each Director to be chosen. Each Owner representing a Unit shall be entitled to vote in person or by proxy, and shall be entitled to his vote multiplied by the number of Directors to be elected, and such Owner may cast all of such votes for a single Director or may distribute them among the number of Directors to be voted upon or any two or more of them, as the Owner may see fit.

Section 4. The officers shall be elected annually by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors. Each officer shall be elected by a separate ballot.

#### ARTICLE VIII

##### Names of Officers

Section 1. The names of the officers who shall operate and manage the Association and who shall serve until the first election are as follows:

President

Howard Bloom

Vice President

Robert Browning

Secretary/Treasurer

George Edwards

ARTICLE IX

Board of Directors

Section 1. The following three (3) persons constitute the first Board of Directors, who shall direct the affairs of the Association and shall serve until the first election of Directors:

<u>Name</u>	<u>Residence</u>
Howard Bloom	950 North Federal Highway Pompano Beach, Florida
Robert Browning	2500 Coral Springs Drive Coral Springs, Florida
George Edwards	950 North Federal Highway Pompano Beach, Florida

ARTICLE X

Registered Agent

Section 1. The initial registered agent and resident agent of this corporation shall be GEORGE EDWARDS whose initial office address for service of process is 950 North Federal Highway, Pompano Beach, Florida. The removal and appointment of said agents may be made by the President at any time by giving notice thereof to the proper state authority, and without having to amend these Articles.

ARTICLE XI

By - Laws

Section 1. The By-Laws of this corporation may be adopted, altered, amended or rescinded <sup>by board of directors</sup> in the same manner and with the same limitations as the Articles of Incorporation, except that modifications to the By-Laws do not have to be approved by or filed with any state authority.

ARTICLE XII

Amendment of Articles of Incorporation

Section 1. (1) These Articles of Incorporation may be altered, amended or rescinded in whole or in part only upon the approval of two-thirds (2/3) of the Voting Owners obtained in accordance with the following procedure. (2) Proposals for the alteration, amendment or rescission of these Articles of Incorporation shall be set forth in writing in the precise form to be adopted. Such proposals shall be signed by ten percent (10%) of the Voting Owners and delivered to an officer of the Association not less than thirty (30) days prior to the membership meeting at which such proposal is to be voted upon. (3) The officers of the Association shall thereupon call a membership meeting to be held within 60 days thereof to consider said proposal. (4) If the proposal is approved by a majority of the Voting Owners present in person or by proxy at said meeting, the proponents of the amendment shall have an additional 30 day period after such meeting to obtain from those Owners who were not present in person or by proxy at said meeting, the additional approvals, which must be in writing, needed to meet the requirement of two-thirds (2/3) of all the Voting Owners. (5) Amendments to these Articles of Incorporation shall become effective when filed and approved by the Florida Department of State and filed in accordance with the provisions set forth in the Declaration of Condominium for amendment to the Declaration. (6) No amendment shall make any changes in the qualifications for membership nor in the voting rights of members, without approval in writing by all record Owners and the joinder of all holders of recorded

mortgages upon Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

Section 2. Unit owners may waive any or all of the requirements of this Article as to notice either before, at or after a specific membership meeting.

IN WITNESS WHEREOF, we the undersigned subscribers have hereunto set our hands and seals this 7TH day of DECEMBER, 1978.

THIS IS NOT AN  
OFFICIAL COPY

Howard Bloom (Seal)  
Robert Browning (Seal)  
George Edwards (Seal)

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me, the undersigned authority, on this 7TH day of DECEMBER, 1978, personally appeared HOWARD BLOOM, ROBERT BROWNING, GEORGE EDWARDS to me known to be the person described in the foregoing Articles of Incorporation as subscribers thereto and who signed the same as such subscribers, and acknowledged to me that they executed the same freely and voluntarily, for the uses and purposes therein expressed.

Witness my hand and official seal the date aforesaid.

Robert St. John  
Notary Public

My commission expires:

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPT. 12 1980  
BONDED THRU GENERAL INS. UNDERWRITERS

SEP 7915 PAGE 466

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

In pursuance of Chapter 48.091, Florida Statutes, the following is  
submitted, in compliance with said Act:

First -- Condominium Association of Gountry Club Manor,  
INC. (A Non-Profit Florida Corporation) desiring to organize under the laws of  
the State of Florida, with its principal office, as indicated in the Articles of Incorporation  
at the City of Coral Springs, State of Florida, has named GEORGE EDWARDS,  
located at 950 North Federal Highway, Pompano Beach, Florida, as its agent to  
accept service of process within this State.

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

  
GEORGE EDWARDS  
Registered Agent

OFF 7915 PNE467

Exhibit "C"

BY-LAWS

OF

CONDOMINIUM ASSOCIATION OF COUNTRY CLUB MANOR, INC.

(A non-profit Florida Corporation)

ARTICLE I

General

Section 1. The name of this Corporation shall be Condominium Association of Country Club Manor, Inc., a corporation not for profit organized under the laws of the State of Florida.

Section 2. The principal office of the Association is stated in the Articles of Incorporation and may, by resolution of the Board of Directors, be changed from time to time to any location in Broward County, Florida.

Section 3. As used herein, the term "Corporation" shall be equivalent of "Association" as used in the Declaration of Condominium.

ARTICLE II

Administration

Section 1. These By-Laws shall govern the administration of the Association and the operation of the Condominium property.

ARTICLE III

Voting Rights - Proxies

Section 1. Owners of each Condominium Unit shall collectively be entitled to one vote and the total number of votes in this Condominium Association shall be equal to the number of Units in this Condominium. The person entitled to cast such vote for each Unit shall be the Voting Owner and shall be determined as follows:

A. A statement in writing signed by all of the Owners of record of an interest in the fee title to a Unit should be filed with the Secretary of the Association and shall state:

(1) The Condominium Unit number or identifying designation and the percentage interest of every person, partnership or corporation (as shown in the Public Records) owning a vested present interest in the fee title of that Unit.

(2) Which agent of the Developer, or officer of a corporate Owner, or partner of a partnership Owner, or which one of the individual Owners is to represent all of the Owners of that Unit at membership meetings and to cast the vote to which that Unit is entitled. The person so designated shall be known as the Voting Owner and shall be the person eligible to cast the vote

OFF  
REC 7915 FILE 468

for that unit. The person designated as the Voting Owner may continue to cast the binding vote until such time as another person is properly designated as the Voting Owner by a similar written statement filed with the Secretary.

(3) There cannot be more designated Voting Owners than there are Units within said condominium. An Owner of more than one Unit may designate a Voting Owner for each such Unit who may cast the vote for each such Unit.

(4) The person designated as President in the Articles of Incorporation shall be the designated Voting Owner for the Developer, and the subscribers thereto shall be members representing the Developer until such time as the Developer designates other representatives.

B. Owners who fail to properly file the above statement or whose designated Voting Owner is not present at a meeting shall not be deprived of their voting privileges and shall be entitled to vote at a meeting, provided the Owners or members jointly owning a Unit or representing a Unit Owner present at the meeting cast a unanimous vote for that Unit, and the person casting such vote shall be considered the Voting Owner for such Unit for such meeting. However, in the event the members representing a Unit differ as to how their vote shall be cast, said members shall not be entitled to vote at such meeting until they designate a Voting Owner in the manner described.

Section 2. At every meeting of the members, Owners shall be entitled to vote in person or by proxy. All members of the Association may attend membership meetings, but only one vote shall be cast for each condominium unit. Upon demand of any Owner, the vote upon any question before the meeting shall be by written ballot. However, no proxies shall be voted at any meeting unless such proxies have been placed on file with the Secretary of the Association for verification before the appointed time for the commencement of each meeting. Proxies must be signed by the voting owner and must designate a member of the Association as the person to vote that proxy and must also designate the meeting or meetings at which that proxy shall be effective.

#### ARTICLE IX

##### Meetings of Members

Section 1. The Secretary or other designated officer shall give all owners at least fourteen (14) days written notice of all regular annual meetings or special meetings of the members. The notice shall state the time, date, place and the purpose of the meeting. A notice of such meeting must also be posted in a conspicuous place on the condominium property, at least fourteen (14) days prior to said meeting.

Section 2. The regular annual meeting of the members shall be held at 8:00 P.M. on the first Thursday in February of each year, or at such other time within the months of January, February or March of each year designated by resolution of the Board of

Directors, for the purpose of electing Directors and transacting such other business as may properly come before the meeting. Notwithstanding the foregoing, the first annual meeting of the members shall be held in 1980, and until a majority of the directors of the Association are elected by the members other than the Developer of the condominium, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

Section 3. Special meetings of the members may be called by the President and shall be called by the Secretary if requested by resolution of the Board of Directors or by Owners request signed by the Owners of not less than ten (10%) percent of the Units.

Section 4. All meetings of the members shall be held in the recreation facility on the Condominium Property or at such other place within the County in which the condominium is situated, as selected by the Board of Directors.

Section 5. If the day fixed for the annual meeting shall be a Saturday, Sunday or a legal holiday, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting or any adjournment thereof, the existing Board of Directors shall cause an election to be held at a special meeting of the members as soon thereafter as possible.

Section 6. Any action required by law or permitted to be taken at any meeting of the members may be taken without holding a formal meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Voting Owners.

Section 7. At all meetings of the membership a quorum shall consist of members representing fifty (50%) percent of the Units, present in person or by proxy. When a quorum is present at any meeting, the vote of a majority of the Owners entitled to vote shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation, or by these By-Laws, a different vote is required, in which case, such express provision shall govern and control the decision of such question.

Section 8. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- a. Call to order by President who shall act as chairman
- b. Calling of the roll and certifying of proxies
- c. Proof of notice of meeting or waiver of notice
- d. Reading of minutes
- e. Reports of officers
- f. Reports of committees
- g. Election of inspectors of election
- h. Nomination of directors
- i. Election of directors
- j. Unfinished business
- k. New business
- l. Adjournment

## ARTICLE V

### Board of Directors & Meetings

Section 1. The affairs, policy, regulations and property of the Association shall by duly adopted resolutions, be controlled, managed and governed by the Board of Directors in accordance with the Declaration of Condominium, By-Laws and Articles of Incorporation of the Association. The Directors shall have a fiduciary relationship to the Unit Owners. The Board of Directors shall consist of not less than three (3) nor more than seven (7) persons who except for the initial Board, are all to be elected annually by the Owners entitled to vote thereon. Until changed by duly adopted resolution at a membership meeting, the number of directors shall be the same as the number of original directors set forth in the Articles of Incorporation.

Section 2. Directors shall be elected in the manner set forth in the Articles of Incorporation and except for the initial Board, each Director shall be elected for one (1) year and shall hold office until his successor shall have been elected. The Developer shall be entitled to elect at least one member of the Board of Directors so long as the Developer holds for sale at least five percent (5%) of the Units in the Condominium. All members of the Board of Directors must be members of the Association or the spouse of a member. Directors may be removed from office for any reason at any time by majority vote of all of the Owners at any regular or special meeting of the membership without liability to the Association and a successor shall then and there be elected to fill the vacancy thus created. At the annual meeting of the members, nominations for the Board of Directors may be made from the floor by any member.

Section 3. Written notice of the regular annual meeting and of all special meetings of the Directors shall be given to each Director by the Secretary not less than five (5) or more than sixty (60) days previous to the time fixed for the meeting. All notices of meetings shall state the time, date, place and purpose thereof. Notice of all meetings shall be posted in a conspicuous place on the condominium property at least forty-eight (48) hours in advance of said meeting. Unit Owners may attend and listen to the proceedings at all meetings of the Board of Directors.

Section 4. The regular annual meeting of the Directors shall be held immediately after the adjournment of each annual membership meeting in each year for the purpose of electing officers, provided all the newly elected Directors are present and sign a waiver of notice. If all the Directors are not present at that meeting, then the regular annual meeting shall be held at 8:00 P.M. on the second Thursday in February each year (with proper notice given).

Section 5. Special meetings of the Board of Directors may be called by the President or by two (2) members of the Board of Directors with proper notice given. Emergency meetings

of the Board of Directors may be held without notice at any time and place. Emergencies relate to matters of substantial importance which must be acted upon within five (5) days or within forty-eight (48) hours.

Section 6. A quorum for the transaction of business at any regular or special meeting of the Board of Directors shall consist of a majority of the members of the Board, but a majority of those present at any regular or special meeting shall have the power to adjourn the meeting to a future time. When a quorum is present, a vote of the majority of Directors present shall decide any questions brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation, or these By-Laws, a different vote is required, in which case, such express provision shall govern and control the decision of such question.

Section 7. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by vote of the majority of the remaining Directors and such elected Director shall serve for the remainder of the vacant term.

Section 8. No compensation shall be paid to Directors for their service as Directors. No remuneration shall be paid to a Director for service performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 9. The Board of Directors by resolution passed by a two-thirds (2/3) majority vote of the Board of Directors shall have the power to adopt, amend and rescind, from time to time, reasonable and uniform Rules and Regulations for the administration, operation and use of the Condominium property.

Section 10. It shall be the duty of the Board of Directors to adopt and approve the Association's annual budget and to determine and make all assessments against Unit Owners and direct the President to collect same at least quarterly in the manner set forth herein. Copies of a proposed budget and proposed assessments shall be delivered or mailed to each member not less than thirty (30) days prior to the meeting of the Board of Directors at which the proposed budget will be considered for adoption, together with a notice of that meeting. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

Section 11. The Board of Directors may, by resolution designate committees, which committees may have and exercise the powers provided in said resolution. All such authority shall be specifically outlined and stated in the resolution authorizing the committee, or committees. Such committees shall keep regular minutes of their proceedings, which minutes shall be delivered to the Board of Directors at definite stated times,

as required by the Directors. However, uniform Rules and Regulations governing the use of the Condominium facilities by the membership, and assessments to the membership shall only be made by the Board of Directors and such power shall not be delegated.

Section 12. The order of business at directors' meetings shall be:

- a. Calling of roll to determine quorum requirements
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

## THIS IS NOT AN OFFICIAL COPY

ARTICLE VI  
Officers

Section 1. The officers of this Association shall consist of a President, Vice President, Secretary and Treasurer, and such other officers as the Board of Directors may determine desirable, which officers shall operate the business affairs of this Association under the directives and policies of the Board of Directors.

Section 2. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors following the regular annual meeting of the members. The President must be a member of the Board of Directors, but the officers need not be members of the Board. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until the next annual meeting of the Board of Directors or until the successor shall have been duly elected. All officers must be members of the Association, or spouses of members.

Section 3. Officers may be removed from office for any reason at any time by a majority vote of the Board of Directors without liability to the Association.

Section 4. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. No person holding two or more offices shall sign any instrument in the capacity of more than one office.

Section 6. The officers shall perform the duties and obligations given to them or the Association in the Declaration of Condominium as well as the duties set forth in these By-Laws and the Articles of Incorporation and shall have a fiduciary relationship to the Unit Owners.

Section 7. No compensation shall be paid to any officer for his services in such capacity. No remuneration shall be paid to an Officer for service performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

#### ARTICLE VII

##### President

The President must be a member of the Board of Directors. He shall be the chief executive officer of the corporation and shall preside at all meetings of the membership and of the Board of Directors. He shall execute all contracts, agreements, notes and obligations of the Association authorized or required by the Board of Directors. He shall generally do and perform all duties usually required of and performed by the incumbent of such office, and shall do and perform all duties which may be assigned to or required of him by the Board of Directors including the initial preparation of the proposed annual budget for submission to the Board for their review and adoption.

#### ARTICLE VIII

##### Vice President

The Vice President, if any shall be elected, shall perform all of the duties of the President in his absence, and such other duties as may be required by the President or the Board of Directors.

#### ARTICLE IX

##### Secretary

The Secretary shall issue all notices of all meetings of the Board of Directors and members and any other notice required to be given or duties set forth in the Declaration of Condominium, these By-Laws, the Rules and Regulations and the Articles of Incorporation. The Secretary shall attend and keep written minutes of all meetings of the Board of Directors and members and shall perform such other duties as directed by the Board of Directors. He shall furnish certified copies of the Articles of Incorporation, By-Laws, Resolutions and Regulations of the Association to such persons as directed by the Board of Directors. Minutes of all meetings shall be available for inspection by any member at all reasonable times.

#### ARTICLE X

##### Treasurer

The Treasurer shall have custody of all monies, valuable papers and securities of the Association. When necessary or proper he shall endorse for collection, on behalf of the Association, all checks, notes and obligations coming to his hands

as such officer, and shall deposit the funds arising therefrom, with all other funds of the Association, in such bank as may be selected by the Board of Directors as the depository for the funds of this Association. He shall disburse the funds of this Association as authorized by the Board of Directors, or as may be otherwise required in the regular course of business. Nothing herein shall prohibit the Board of Directors from giving the Treasurer and another officer joint control of all funds, and nothing herein shall prohibit the Board of Directors from authorizing other officers also to exercise individually the powers established for the Treasurer. The Treasurer shall also keep a full and accurate account of all receipts and disbursements in books belonging to the Association, and he shall give bond for the faithful discharge of his duties, and the premium for such bond shall be paid by the Association. The Treasurer shall assist the President in the preparation of the annual budget and prepare and forward notices of assessments after being made by the Board of Directors. He shall also do and perform all duties that may be required of him by the Board of Directors, as well as such other duties as usually devolve upon the incumbent of such office.

ARTICLE XI  
OFFICIAL COPY  
Meetings, Notices and Rules of Order

Section 1. All written notices to a Director, Owner or member where required under the Declaration of Condominium, By-Laws or Articles of this Association, will be deemed delivered if hand delivered or deposited in the U.S. Mail, addressed to the address of the Unit in which that member, Owner or Director owns an interest unless such member, Owner, or Director has in writing registered a different address with the Secretary, and in which case notice will be deemed as given if addressed to such address; provided, however, that Notice of the annual membership meeting must be by certified mail, so long as the Florida Condominium Law so requires.

Section 2. Posted notice to members and Owners shall be typewritten and posted in a conspicuous place on the Condominium property. The Association should install a bulletin board in a conspicuous place in the recreation building or other common area or passage way on which such notice could be affixed.

Section 3. Notice of a membership or Director's meeting may be waived in writing by the person to whom the notice is required to be given, either before, at or after such meeting. It should be noted that all members are entitled to the forty-eight (48) hour posted notice of Director's meetings except in case of an emergency meeting.

Section 4. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these By-Laws.

## ARTICLE XII

### Fiscal Year

The Fiscal Year of the Corporation shall be as the Board of Directors may determine from time to time, and until changed by the Board the fiscal year shall be the calendar year.

## ARTICLE XIII

### Finance

Section 1. No loan shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the membership passed by two-thirds (2/3) majority vote in the Association, entitled to vote thereon. Such authority shall be confined to specific instances.

Section 2. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 3. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, savings and loan associations, trust companies, or other depositories, or invested as the Board of Directors may direct.

Section 4. Salaries of all employees shall be fixed by the Board of Directors.

## ARTICLE XIV

### Assessments for Association Expense

A. The common expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of public liability insurance, fire and extended coverage insurance on the building, and any other expense designated or inferred to be a common expense in the Declaration, the Articles of Incorporation or the By-Laws.

B. The Board of Directors of the Association shall review and if necessary modify or amend the budget proposed by the President and shall adopt an annual budget in advance for each fiscal year and such budget shall project the anticipated common expense for the ensuing year.

C. After adoption of a budget the Board of Directors shall make an annual assessment against Unit Owners in accordance with each Units share of the Common Elements as set forth in the Declaration of Condominium, and the Association shall assess such sums by promptly giving written notice thereof to the Owners

of each Unit. One-fourth (1/4) of the annual assessment shall be due and payable in advance to the Association on the first day of each calendar quarter regardless of whether or not members are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy special assessments against each Unit, if necessary to cover additional common expenses, which assessments shall be proportionate to each Unit Owner's interest in the Common Elements, except as otherwise provided for.

D. The record Owners of each Unit shall be personally liable, jointly and severally to the Association, for the payment of special as well as regular assessments made by the Association and for all costs for collecting delinquent assessments. In the event assessments against a Unit Owner are not paid within thirty (30) days after their due date, the Association shall have the right to retain legal counsel and proceed according to law and the Declaration to collect unpaid assessments by demand or by suit and the defaulting Unit Owner shall be obligated to pay costs and reasonable attorney's fees incurred by the Association.

E. The Board of Directors may by assessment at any time require Owners to maintain a minimum balance on deposit with the Association as an obsolescence-depreciation reserve fund to cover anticipated future common expenses. Said deposits shall be proportionate to each Unit's interest in the Common Elements and with respect to these deposits the Association shall be the agent of the Unit Owners.

F. The Board of Directors of the Association shall provide for the preparation of a summary of the financial and operating statement and present same at least annually to each of the members. Any member, at his cost, may at any time cause an audit to be made of the Association's records and books by a Certified Public Accountant. All books and records of the Association shall be open for inspection by Unit Owners or their authorized representative at reasonable times.

#### ARTICLE XV

##### Seal

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association, and the State and year of incorporation, and the words "corporation not for profit".

#### ARTICLE XVI

##### Amendment of By-Laws

These By-Laws may be altered, amended or rescinded upon approval of the Voting Owners of two-thirds (2/3) of the Units in the same manner as provided in the Articles of Incorporation.

ARTICLE XVII

Indemnification

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys fees reasonably incurred by or imposed upon him in connection with the proceeding to which he may become involved, by reason of his being or having been a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all right of indemnification to which such Director or officer may be entitled whether by statute or common law.

ARTICLE XVIII

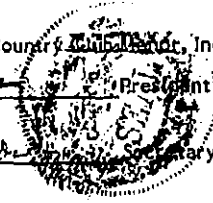
Management Contracts

The Board of Directors shall have the power to authorize the officers of the Association to contract from time to time with a manager or management firm to provide for (a) building and grounds maintenance and janitorial service, (b) bookkeeping, accounting, budgeting and assessment collection services, (c) placement of insurance as may be required by the Association or (d) any other administrative service.

Condominium Association of Country Club, Inc.

By Howard Bloom  
Howard Bloom

And George Edwards  
George Edwards



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

REC 7915 PAGE 478



Doc 5

CONDOMINIUM ASSOC. OF COUNTRY CLUB MANOR, INC.  
RULES & REGULATIONS

The following Rules and Regulations shall govern the use of the condominium units, condominium property and the conduct of all residents thereof. These Rules and Regulations may be amended and additional Rules and Regulations adopted from time to time by the Board of Directors of the Association. Such Rules and Regulations are in addition to the provisions of the By Laws and the Declaration of Condominium and have been adopted pursuant to Section 8-C of the Declaration of Condominium.

1. The public halls, sidewalks and stairways shall not be obstructed or used for any other purpose than ingress to and egress from the units.
2. No unit owner may make or permit any disturbing noises in the building whether made by himself, his family, friends, or vendors, nor do or permit anything to be done by such persons that will interfere with the rights, comfort and convenience of other owners.
3. Terraces and walkways shall be used only for the purpose intended, and shall not be used for hanging garments or other objects or for cleaning of rugs or other household items. All shopping carts must be returned to the cart storage area, under the center stairs. Any carts left in hallways on a continuous basis will result in the unit owner being charged for maintenance personnel to return the cart.
4. Children shall not be permitted to loiter or play on the stairway, walkways or in parking lots.
5. No drying of laundry will be permitted outside of owner's unit.
6. All damage to the project caused by the moving and or carrying of articles therein shall be paid by the owner or person in charge of such articles.
7. Dogs, cats and other domestic pets (25 lbs. or less) are allowed provided that the same shall not disturb or annoy other occupants of the building. All pet owners are responsible for cleaning up and disposing of waste. Any inconvenience, damage, or unpleasantness caused by the same shall be the responsibility of the respective owners thereof.
8. Water from both interior unit and exterior supplies shall not be left running for an unreasonable or unnecessary length of time. Car washing permitted only in front of elevator stack.
9. No radio or television antennas or any wiring for any purpose shall be installed on the exterior of any building without the prior written consent of the Association.
10. Unit owners are reminded that alteration and repair of the buildings are the responsibility of the Association except for the interiors of each unit, as described by the Declaration of Condominiums to which these rules are attached. No work of any kind is to be performed upon the exterior building walls or upon interior walls that are common elements without the prior written consent of the Association. Unit owner responsible for all window repairs.

11. No unit owner or occupant shall park, store, or leave boats, trailers or campers on the condominium property.
12. Subject to prior written approval by the Association, there shall be no installation or operation of machinery, refrigerating or heating devices or air conditioning apparatus other than that originally contemplated by the development plans and specifications, nor shall inflammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra-hazardous to life or property shall be used or stored by any unit owner. All flooring installed must be approved. Tile and wood flooring requires cork installation.
13. No sign, signal, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the apartment building, except such as shall be approved in writing by the Association.
14. The Association shall control access to limited common areas, such as the roof. Roof access can be gained by providing the licence and insurance of contractors needing to service air conditioners. Management will then make arrangements with vendors to gain access.
15. Automobile parking spaces shall be assigned and controlled by the Association. A unit owner shall not use, nor shall he permit his family, guests, tenants, or invitees to use parking spaces assigned to other owners. The Association reserves the right to remove such vehicles at the expenses of the respective owners thereof. GUEST PARKING IS FOR GUESTS ONLY.
16. The Association reserves the right to make such other Rules and Regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all the occupants thereof.
17. Trash & Bulk pick up – The City of Coral Springs DOES NOT provide bulk pick up for condominiums. Any persons putting garbage out for bulk will be responsible for all charges. Dumpsters – standard garbage is to be placed in sealed bags in the dumpster. NO appliances, furniture, tires or hazardous materials are allowed. Unit owners who place garbage or other items outside the dumpster will be billed for special pick-up and dumping charges.



FEB 18 2011

**CERTIFICATE OF AMENDMENT  
TO DECLARATION OF CONDOMINIUM FOR  
COUNTRY CLUB MANOR  
(AS ORIGINALLY RECORDED IN OFFICIAL  
RECORDS BOOK 7915, AT PAGE 429 *et. seq.* OF  
THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA)**

WE HEREBY CERTIFY that the Amendment to the Declaration of Condominium for Country Club Manor attached hereto was duly adopted in the manner provided in Article 10, Section A of the Declaration, that is, by the affirmative vote of two-thirds (2/3) of the Voting Owners of Country Club Manor Condominium Association, Inc., as recorded in the books and records of the corporation.

IN WITNESS WHEREOF, this document has been executed this 18 day of February, 2011.

**THIS IS NOT AN OFFICIAL COPY**  
COUNTRY CLUB MANOR CONDOMINIUM  
ASSOCIATION, INC., a Florida Not-for-Profit  
Corporation  
By: Denise Vance  
DENISE VANCE, PRESIDENT

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of Feb, 2011, by **DENISE VANCE, President** of Country Club Manor Condominium Association, Inc., who is personally known to me or who has produced 2010 Florida as identification and who did (did not) take an oath.

Alicia Diering  
Notary Public



AMENDMENT TO THE DECLARATION OF CONDOMINIUM, ARTICLE 27  
COUNTRY CLUB MANOR, A CONDOMINIUM

Words underlined denote additions.

Words stricken denote deletions.

27. Restriction on Sale, Lease or Transfer:

A. There are no restrictions on the sale of any interest in a Unit. ~~The leasing or rental of Units is strictly prohibited. In the event any tenant is in possession of a Unit under a lease on the effective date of this provision, the lease may continue for the duration of the existing lease and any renewals set forth in the original lease, after which time no further rentals of such Unit shall take place.~~

B. Leasing of a Unit is permitted under the following conditions:

- THIS IS NOT AN OFFICIAL RECORD
1. Unit Owners shall not own the Unit they intend to lease for at least two (2) years prior to the effective date of the lease. During the two (2) year period, the Unit shall be listed on the Broward County property tax rolls as the Unit Owner(s)'s homestead property. In addition, the Unit Owner(s)'s assessment account must be current by the effective date of the lease, all violations shall have been cured and all fines imposed paid in full.
  2. Unit Owners shall not rent, lease or permit guests to occupy their Unit for a period of more than thirty (30) days in any twelve (12) month period less than six (6) consecutive months and may rent or lease the Unit only one (1) time per calendar year, and only without by first obtaining the approval of the Board of Directors. The manner, form and notice required for approval shall be at the absolute discretion of the Board of Directors and any approval given may be rescinded if the tenant or guest violates any terms of the Declaration of Condominium.
  3. All leases shall be in writing. A copy of the proposed lease and application shall be submitted to the Board of Directors through the Management Company no later than ten (10) days prior to the effective date of the proposed lease. Unit Owners may obtain the leasing application from the Management Company and shall pay a reasonable charge for the processing of background checks on all proposed occupants of the lease Unit. The charge for the background check shall be the Owner's cost and that may change from time to time. All prospective tenants shall be personally interviewed by the Board or its delegate as a condition of approval. The interview shall be scheduled following receipt of the background information. Occupancy of any lease Unit shall be strictly limited to those persons disclosed to the Association in advance. If at any time prior to the effective date of the lease or to the expiration of the original term of the lease, the Board

determines (after a hearing of which the Unit Owner and the Tenant have notice and an opportunity to appear and be heard) that the Tenant's or any proposed occupant's background, conduct or maintenance of the Unit would make the initial lease or any renewal or extension of the lease undesirable to the health, welfare, safety, order or aesthetics of County Club Manor, the Board shall notify the Unit Owner and he/she shall not be permitted to effectuate the initial lease or renew or extend the term of the lease with that Tenant and/or one or more of those occupants related to the lease under review.

4. The Unit Owner(s) and all adult tenants must execute a statement in a form within the sole discretion of the Board that the tenants have been provided and have read all of the use restrictions and rules and regulations of the Association and agree to abide by them. The Owner(s), for his/her or their part, shall sign the same statement that they agree to be responsible for the actions of the tenants including the payment of all fines that may be levied and the reimbursement of the Association for any damage or loss proximately caused by the conduct of any Unit tenant/occupant. Owners leasing their Units shall provide the Association with their forwarding mailing address.
5. If any approved lease is renewed beyond the final lease term ending date, the renewal must be in writing and a copy of the renewed lease must be delivered to the Management Company.
6. As a condition of the approval of any lease, the Unit Owner(s) must also convey to the Association the sum of One Thousand (\$1,000.00) Dollars as a security deposit against any damage to the common elements proximately caused the conduct of the Unit tenant/occupant or any guest of same. Within fifteen (15) days following the vacation of the Unit by the tenant, the net sum remaining after deduction for the cost of repairs, if any, shall be refunded to the Unit Owner(s).
7. If, during the term of the lease, a Unit Owner is delinquent in the payment of the Unit's assessments for more than sixty (60) days, the Association may exercise any and all rights that it may have to collect the indebtedness from the Unit Owner and/or the tenants/occupants, including those remedies found in Section 718.116(1), Florida Statutes, including eviction. If, once current, the Unit Owner again becomes delinquent in the payments of assessments, the Unit Owner(s) forfeits the right to rent the Unit for a period of two (2) years.
8. No pets of any kind are permitted in any leased Unit.

Any tenant or guest who has not been approved or whose approval has been rescinded shall not be permitted to use the common areas and any continued use after notice shall be deemed a trespass. The Association may take legal action to enforce this prohibition and evict any unapproved tenant or guest. The purpose of this paragraph is to expedite the Owner's right to permit guests or tenants to occupy his Unit upon short notice and to give the Association prompt remedy to enforce compliance with

the terms of the Declaration of Condominium by all guests and tenants.

Each Board member, when he is not in residence, may designate another Unit Owner to act for him as Director during his absence for the sole purpose of approving and disapproving tenants or guests.

C. Notwithstanding anything to the contrary herein, the provisions of this section relating to "Sale, lease or transfer" shall not be applicable to transfers to purchasers at foreclosure or other judicial sales, to transfers by voluntary deeds to banks, insurance companies, state and federal savings and loan associations, to institutional lenders as defined herein, or to any governmental authority, nor to the Developer until after the Developer has initially conveyed or disposed of all Units.

D. The purpose of this covenants in this section is to maintain a congenial residential community and this covenant shall exist until this section of the Declaration is amended, or until the Condominium project is terminated as herein provided.

THIS IS NOT AN  
OFFICIAL COPY



78-326549

RATIFICATION OF DECLARATION

WHEREAS, CONDO VENTURE CORPORATION, a Florida corporation, with principal offices located at 1800 N. Andrews Avenue, Fort Lauderdale, Florida (hereinafter referred to as the "Developer") is the Developer of COUNTRY CLUB MANOR, A CONDOMINIUM (the "Condominium") pursuant to the Declaration of Condominium of COUNTRY CLUB MANOR, A CONDOMINIUM (the "Declaration") as recorded in Official Records Book 7915 at Page 429 of the Public Records of Broward County, Florida; and

WHEREAS, Developer by Warranty Deed dated the 11 day of December, 1978 and recorded the 12 day of December, 1978, in the Public Records of Broward County, Florida, acquired title to the real property which is the subject matter of the Condominium (the "real property"); said real property being more specifically described as:

Lots 1, 2, 3 and 4 in Block K of CORAL SPRINGS COUNTRY CLUB, according to the Plat thereof as recorded in Plat Book 60 at Page 43 of the Public Records of Broward County, Florida.

and

WHEREAS, Developer desires to ratify and confirm its submission of the real property to condominium pursuant to the Declaration;

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, Developer agrees and declares as follows:

1. Developer states that it has fee simple title to the real property.
2. Developer shall and does hereby submit, resubmit, and ratify and confirm the submission of the real property to condominium ownership pursuant to and in accordance with the Declaration, the same being that Declaration of Condominium of COUNTRY CLUB MANOR, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Record Book 7915 at Page 429 of the Public Records of Broward County, Florida.
3. Developer shall and does hereby ratify, confirm, and affirm the Declaration and each and every of the provisions thereof and each and every of the exhibits thereto.

IN WITNESS WHEREOF, the Developer has executed this Ratification this 12 day of December,

In the presence of:

DEVELOPER:  
CONDO VENTURE CORPORATION

By Howard Bloom  
Howard Bloom, President

STATE OF FLORIDA )  
COUNTY OF BROWARD )

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

(Corporate Seal)

BEFORE ME personally appeared Howard Bloom, to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of Condo Venture Corporation, a Florida corporation, and acknowledged to and before me that he executed such instrument as such President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free and deed of said corporation.

WITNESS my hand and official seal, this 12 day of December, 1978.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 3 1979  
BONDED THRU GENERAL INS. UNDERWRITERS

LAW OFFICES WALLACK & SCHUCHTER, SUITE 200, 1700 EAST LAS OLAS BLVD., FT. LAUDERDALE, FLA. 33301 © 1978 487-5700

MICHAEL M. WALLACK, ESQ., 1700 E. LAS OLAS BLVD., SUITE 200, FT. LAUD., FL. 33301

Dec 12 12 32 PM '78

REF 7923 REC 264

RETURN TO

Prepared by:  
Randall K. Roger & Associates, P.A.  
621 NW 53<sup>rd</sup> Street, Suite 300  
Boca Raton, FL 33487

**Certificate of Amendment to the  
Declaration of Condominium of  
Country Club Manor, a Condominium**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Country Club Manor, a Condominium as described in Official Records Book 7915 at Page 429 of the Public Records of Broward County, Florida was duly adopted in accordance with the Declaration of Condominium.

IN WITNESS WHEREOF, we have affixed our hands this 23 day of March, 2005, at Coral Springs, Broward County, Florida.

By: Carol Myers

Print: CAROL MYERS

Attest: Denise Vance

Print: DENISE VANCE

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23 day of March, 2005, by CAROL MYERS as President and Denise Vance as Secretary of Condominium Association of Country Club Manor, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

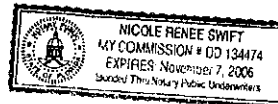
NOTARY PUBLIC:

sign

print

Nicole Renee Swift  
State of Florida at Large

My Commission Expires:



(2)

**AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF  
COUNTRY CLUB MANOR, A CONDOMINIUM**

(additions indicated by underling, deletions by "—" and unaffected language to remain unchanged)

**27. Restriction on Sale, Lease or Transfer:**

A. There are no restrictions on the sale of any interest in a Unit. The leasing or rental of Units is strictly prohibited. In the event any tenant is in possession of a Unit under a lease on the effective date of this provision, the lease may continue for the duration of the existing lease and any renewals set forth in the original lease, after which time no further rentals of such Unit shall take place.

B. Unit Owners shall not ~~rent, lease or permit~~ guests to occupy their Unit for a period of ~~less than six months more than thirty (30) days in any twelve (12) month period~~ without first obtaining the approval of the Board of Directors. The manner, form and notice required for approval shall be at the absolute discretion of the Board of Directors and any approval given may be rescinded if the tenant or guest violates any terms of the Declaration of Condominium.

Any tenant or guest who has not been approved or whose approval has been rescinded shall not be permitted to use the common areas and any continued use after notice shall be deemed a trespass. The Association may take legal action to enforce this prohibition and evict any unapproved tenant or guest. The purpose of this paragraph is to expedite the Owner's right to permit guests or tenants to occupy his Unit upon short notice and to give the Association prompt remedy to enforce compliance with the terms of the Declaration of Condominium by all guests and tenants.

...

Each Board member, when he is not in residence, may designate another Unit Owner to act for him as Director during his absence for the sole purpose of approving and disapproving tenants or guests.

C. Notwithstanding anything to the contrary herein, the provisions of this section relating to "Sale, lease or transfer" shall not be applicable to transfers to purchasers at foreclosure or other judicial sales, to transfers by voluntary deeds to banks, insurance companies, state and federal savings and loan associations, to institutional lenders as defined herein, or to any governmental authority, nor to the Developer until after the Developer has initially conveyed or disposed of all Units.

...