

**CERTIFICATION OF AMENDMENT TO THE BY-LAWS AND RULES AND  
REGULATIONS  
OF  
THE LOCH LOMOND CLUB, INC.**

WHEREAS, The Loch Lomond Club, Inc. has filed its By-Laws and all amendments thereto in the Public Records of Broward County, Florida;

WHEREAS, The Loch Lomond Club, Inc. has filed its Rules and Regulations in the Public Records of Broward County, Florida;

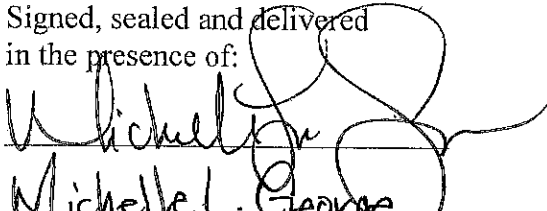
WHEREAS, The Loch Lomond Club has the right to amend the By-Laws and Rules and Regulations to insure compliance with applicable laws; and

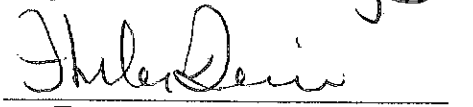
WHEREAS, in accordance with the authority of The Loch Lomond Club, Inc. to amend its By-Law to insure compliance with applicable laws, the attached Exhibit "A" represents amendments to Article 11 of the Bylaws.


WHEREAS, in accordance with the authority of The Loch Lomond Club, Inc. to amend its Rules and Regulations to insure compliance with applicable laws, the attached Exhibit "B" represents amendments to the Rules and Regulations.

IN WITNESS WHEREOF, we set our hands and seal as of the date first above written.

Signed, sealed and delivered  
in the presence of:

  
Michelle L. George


  
Thelma Quiroa

  
Todd Bruner, President/Director

  
James Manzullo, Treasurer/Director

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

The foregoing instrument was acknowledged before me this 26 day of October 2012, by Todd Bruner, as President/Director of The Loch Lomond Club, Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.


NOTARY PUBLIC-STATE OF FLORIDA  
 Eileen DeMatteis  
Commission #DD946377  
Expires: DEC. 28, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

(SEAL)

  
Notary Public (Signature)

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

The foregoing instrument was acknowledged before me this 26 day of October 2012, by James Manzollilo, as Treasurer/Director of The Loch Lomond Club, Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC-STATE OF FLORIDA  
 Eileen DeMatteis  
Commission #DD946377  
Expires: DEC. 28, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

(SEAL)

  
Notary Public (Signature)

## AMENDMENT

The By-Laws are amended to add an Article 11, which shall provide as follows:

### 11. Sale, Lease and Occupancy of Units

A) Rental and Sale Restrictions. Should an Owner wish to sell or lease their property, the owner shall, before accepting any offer to sell or lease, deliver to the Association i) a written Notice containing the terms of the offer received or which the owner wishes to accept, ii) an executed copy of the purchase contract or lease, iii) the name and address of the person(s) to whom the proposed sale or lease is to be made, iv) bank references, v) individual references – local, if possible, vi) the name and age of any child or children who shall reside in the Property vii) and such other information as may be required by the Board of Directors of the Association, together with the application fee, which fee shall be as determined from time to time by the Association. Applications will be available from the Board of Directors. As part of the Notice, the intended purchaser(s) or lessee(s) must schedule a personal interview to be interviewed by as least two (2) Board Members before the sale or lease is consummated and the proposed purchaser(s) or lessee(s) move into the unit. The prospective purchaser(s) or lessee(s) must agree to a background investigation including, but not limited to, criminal history, prior residential history, credit history and civil litigation history. It shall be the responsibility of the seller/lessor of the property to provide the purchaser/lessee with a copy of the Rules and Regulations, By-Laws, Articles of Incorporation, Declaration of Covenants and Restrictions and any other governing documents of the Association and any amendments to these documents. Any person occupying a unit who has not been approved for occupancy and who is not a guest shall be deemed to be occupying the unit as a lessee regardless of the presence or absence of the payment of rent/consideration with respect to the occupancy.

The Board of Directors of the Association, acting by a majority, within thirty (30) days after receiving the Notice and such supplemental information as may be required by the Board of Directors, shall, by written notification delivered to the seller/lessor at the address on file with the Association and to the purchaser/lessee, either consent to the sale or lease or object to the sale or lease for good cause, which cause need not be set forth in the notice from the Board of Directors. However, the Association shall not unreasonably withhold its consent to the prospective sale or lease. "Good cause" and "reasonably withholding consent" includes, but is not limited to:

1) The person(s) seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude, and has not had his/her civil rights restored.

2) The sale or lease on its face, or the conduct of the applicant(s) (including all proposed occupants), indicates that the person(s) seeking approval intends to conduct himself/herself in a manner inconsistent with the Association's documents, or that the sale or lease, if approved, would result in a violation of the Association's documents.

3) The person(s) seeking approval (including all proposed occupants) has a history of disruptive behavior or a disregard for the rights or property of others as evidenced by his/her conduct in other residences, social organizations or associations, or by his/her past conduct in The Loch Lomond Club as a tenant, occupant or owner of property in Loch Lomond.

4) The person(s) seeking approval (including all proposed occupants) has failed to provide the information required to process the application in a timely manner, has materially misrepresented any fact or information provided in the application or screening process, has failed to pay the application fee or payment has been dishonored, has failed to make an appointment for or attend the personal screening, or has not agreed, failed to provide or refused to release to the Association the background investigation.

5) As concerns a lease, the owner seeking to lease his/her property is delinquent in the payment of any assessments or other sums owed to the Association.

6) Inquiry into the financial responsibility of the person(s) seeking approval indicates an inability to own or lease the Property.

Any attempt by an Owner to sell or lease his/her Property without first giving notice to the Association shall be deemed a breach of the Governing Documents of the Association. As such, the sale or lease and shall be deemed null and void and shall confer no interest whatsoever upon the new owner(s) or lessee(s). Therefore, the prospective owner(s) or lessee(s) cannot move into the unit unless and until the prospective owner(s) or lessee(s) is/are approved to rent the unit.

No unit shall be leased more than once during any 365 day period. To the extent an owner leases his/her property for less than one year, the property cannot be relet until the passage of 365 days from the date of commencement of the last lease that was in existence on the property. If the conduct of the tenant is deemed not satisfactory or does not conform to the Rules and Regulations, the Board of Directors must notify the owner that the lease will not be renewed at least sixty (60) days prior to the renewal.

The subleasing, assigning or sub-renting of the Property shall be prohibited.

Effective the date of recording of this Amendment, any purchaser of a unit shall be prohibited from leasing said unit for a period of one (1) year from the date the purchaser obtained ownership of the unit. This restriction shall not apply to any unit upon which there existed a contract for purchase prior to the effective date of the Amendment. Further, the one (1) year leasing restriction shall not apply to the Association in the event the Association is the purchaser of a property at a foreclosure sale. In the event the Association is the purchaser of a property at a foreclosure sale, it shall be entitled to rent the property as soon as it receives a certificate of title. The Association shall be bound to all other rental restrictions as set forth in this Amendment.

The Property may only be sold or rented to a single family, for private residential purposes only. Any single resident shall be allowed a maximum of one (1) roommate per bedroom. Roommates are subject to all regulations of the Association, including, but not limited to the obligation to make application and be screened and approved to reside in the unit. ~~The maximum number of children~~

allowed per unit are: a) ~~no children per one (1) bedroom unit~~, b) ~~one (1) child per two (2) bedroom unit~~ and c) ~~two (2) children per three (3) bedroom unit~~.

Except for those owners' who are currently renting their unit(s) to a tenant under the Section 8 Housing Choice Voucher Program sponsored by the Department of Housing and Urban Development, effective the date of recording of this Amendment, no owner can thereafter participate in the Section 8 Housing Choice Voucher Program sponsored by the Department of Housing and Urban Development. As a result, effective the date of recording of this Amendment, the Association shall be permitted to reject any rental application that is submitted under the Section 8 Housing Choice Voucher Program sponsored by the Department of Housing and Urban Development. With regard to any current tenant(s) renting a unit under the Section 8 Housing Choice Voucher Program sponsored by the Department of Housing and Urban Development, said tenant(s) shall be permitted to complete the term of their tenancy, and permitted to renew the lease as permitted by the Governing Regulations of The Loch Lomond Club.

Effective the date of recording of this Amendment, no person, whether in their individual name, with another, or in the name of a corporation, limited liability company, limited liability partnership, limited partnership or partnership in which they are a shareholder, member, limited partner, general partner or partner, may own more than two units in The Loch Lomond Club. Effective the date of recording this Amendment, to the extent a person, whether in their individual name, with another, or in the name of a corporation, limited liability company, limited liability partnership, limited partnership or partnership in which they are a shareholder, member, limited partner, general partner or partner, obtains ownership in more than two units, the Deed to any unit after ownership of two units shall be deemed void and subject to cancellation by a Court of Law. To the extent a person, whether in their individual name, with another, or in the name of a corporation, limited liability company, limited liability partnership, limited partnership or partnership in which they are a shareholder, member, limited partner, general partner or partner, owns more than two units in The Loch Lomond Club prior to the date of recording of this Amendment, said ownership shall be grandfathered, however, once there is ownership of two or fewer units, such person, whether in their individual name, with another, or in the name of a corporation, limited liability company, limited liability partnership, limited partnership or partnership in which they are a shareholder, member, limited partner, general partner or partner, may not acquire another unit in The Loch Lomond Club if the total number of units owned exceed two.

Guests of an owner or lessee shall be limited to a visit of four (4) weeks per year. In the absence of the unit owner, the names of any family members and their length of stay must be given to the Board of Directors prior to the arrival of said members.

The Board of Directors must be notified by all unit owners who are non-residents or seasonal residents of any change of address.

No resident, whether an owner, lessees or guest shall be allowed to disturb other residents (e.g., loud stereos, TV's, musical instruments, vehicles, etc.).

After approval, the Property may only be occupied by the approved owner(s) or lessee(s) and those persons who are listed on the application as permanent occupants and those who were screened and approved by the Board at the time the prospective owner(s) or lessee(s) was/were screened and approved. Any time after the original screening, any person or persons, regardless of their relationship to the owner(s) or lessee(s), desiring permanent occupancy, must be screened and approved by the Board, which shall include payment of the application fee. No persons other than those specifically approved for occupancy shall be permitted to permanently reside in the Property.

The liability of the Owner shall continue, notwithstanding the fact that the owner may have leased their unit. Every lessee shall take residency subject to the Declaration of Restriction and Protective Covenants, Bylaws, Articles of Incorporation, Declaration of Party Wall Covenants and Restrictions and Rules and Regulations of the Association, including any amendments thereto (all hereinafter referred to as "Governing Documents"). Each tenant, guest and invitee shall abide by the Governing Documents, and the provisions thereof shall be deemed expressly incorporated into the lease. Actions for damages, injunctive relief, eviction or removal of a tenant, invitee, guest or occupant for failure to comply with the Governing Documents may be brought by the Association against any tenant, invitee, guest or occupant. An owner shall be responsible to inform his/her tenants of the terms and provisions of the Governing Documents. An Owner shall be jointly and severally liable for all acts or omissions of his/her tenants and for all damages, costs, expenses and injuries caused by his/her tenants or resulting from the occupancy of his/her Property by his/her tenants, invitees and guests. In the event a tenant, guest or invitee shall cause any damage or injury, or violate the terms and provisions of the Governing Documents, including the provisions in this Amendment, the Association shall be entitled to bring legal action to terminate the lease and evict the tenant, invitee and/or occupant pursuant to Chapter 83, Florida Statutes, as well as recover damages. The Association shall also be permitted to recover from the Owner and/or the tenant, jointly and severally, the Association's costs and reasonably Attorney's fees incurred in connection with such legal action, whether suit be brought or not, and through the appellate level. The remedies provided for herein shall be cumulative and in addition to any other remedy the Association may have against the Owner or tenant.

B) Pet Restriction. Any animal of a vicious nature will not be allowed. No dogs shall be allowed outside of the residence unless leashed. All dogs must be walked outside the Association property in the swale area. No pet shall be allowed to disturb other residents in any way. In the event of a violation of this restriction, the Association has the right to initiate efforts as may be appropriate for the removal of the pet. If removal becomes necessary, the prevailing party in any action to remove a pet shall be entitled to an award of attorney's fees.

**Added items are underlined**

**THE LOCH LOMOND CLUB, INC.  
RULES AND REGULATIONS**

THE FOLLOWING ARE THE REVISED RULES AND REGULATIONS FOR THE OWNERSHIP AND OPERATION OF THE LOCH LOMOND CLUB, INC., AS OF September 7, 2012. REVISIONS WILL BE PUBLISHED FROM TIME TO TIME

1. SALES. All prospective purchasers will be interviewed by at least one (1) Board Member before the sale of any unit is consummated. There will be a screening fee of One Hundred (\$100.00) Dollars, which must be paid prior to the consideration of an application. Applications will be available from the Board of Directors. IT IS THE SELLER'S RESPONSIBILITY TO PROVIDE THE PURCHASER WITH A COPY OF THE RULES AND REGULATIONS, THE BY-LAWS AND ARTICLES OF INCORPORATION OF THE LOCH LOMOND CLUB, INC. In the case of a recommendation of refusal all Board Members shall make the final decision.
2. LEASES. ALL prospective renters will be interviewed by at least one (1) Board Member before the rental of any unit is consummated. There will be a screening fee of One Hundred (\$100.00) Dollars, which must be paid prior to the consideration of an application. Applications will be available from the Board of Directors. NO UNIT SHALL BE LEASED MORE THAN ONCE DURING ANY 365 DAY PERIOD OF TIME. To the extent an owner leases his property for less than one year, the property cannot be relet until the passage of 365 days from the date of commencement of the last lease that was in existence on the property. If the conduct of the tenant is deemed not satisfactory or does not conform with the Rules and Regulations, the Board of Directors must notify the owner that the lease will not be renewed at least sixty (60) days prior to the renewal. In the case of a recommendation of refusal all Board Members shall make the final decision.
3. SIGNS. NO For Sale Signs, NO For Rent signs, NO signs other than Official LOCH LOMOND CLUB, INC. SIGNS, shall be posted on the premises at any time. This includes swales, easements, windows and fences.
4. CHILDREN. Guardians must take the responsibility of controlling their children in all areas of the Club. ANY DAMAGES TO THE PREMISES WILL BE THE FINANCIAL RESPONSIBILITY OF THE GUARDIAN.
5. RESIDENTIAL USE. The use of each residential unit is restricted to one (1) family and shall be used for private residential purposes only. Any single resident shall be allowed a MAXIMUM of one (1) roommate PER bedroom. Roommates are subject to all Rules and Regulations. Guest shall be limited to a visit of four (4) weeks. In the absence of the unit owner, the names of any family members and their length of stay must be given to the Board of Directors prior to the arrival of said members. THE BOARD OF DIRECTORS MUST

BE NOTIFIED by unit owners who are non-residents or seasonal residents of any change of address, etc. NO RESIDENT SHALL BE ALLOWED TO DISTURB THE NEIGHBORS IN ANY WAY. (i.e., loud stereos, TV's, musical instruments, vehicles, etc.).

6. PRIVATE DWELLING. The owner or owners of each unit shall keep the interior of said residence in a state of good condition and appearance, and shall pay assessments for the exterior of said residence to be painted or refinished at regular intervals.
7. VEHICLES AND BOAT PARKING. NO trucks over one (1) ton, NO commercial vehicles, recreational vehicles, boats or any trailers shall be parked in THE LOCH LOMOND CLUB, INC. at any time whatsoever. ONLY TWO (2) VEHICLES (Automobiles, trucks under one (1) ton and motorcycles) ARE ALLOWED PER UNIT AND SHALL BE PARKED ONLY IN THE TWO (2) SPACES DESIGNATED FOR EACH UNIT. These vehicles may not be parked in any units' parking spaces, in patios, yards, lawns, or roadways. NO UNLICENSED OR INOPERABLE VEHICLES MAY BE PARKED WITHIN THE COMPLEX AT ANY TIME. ANY VEHICLES PARKED IN ANY UNMARKED AREA WILL BE TOWED OUT OF THE CLUB WITHOUT NOTICE, AT THE OWNER'S EXPENSE. Spaces designated for guests are not to be used for any permanent parking.
8. IMPROVEMENTS/PAINTING. NO changes (repairs, refinishing, renovating or altering), whether permanent or temporary, to the exterior of any residence is allowed without a written request to the Board of Directors. NO color changes on exterior paint shall be allowed.
9. LANDSCAPING. NO changes in the landscaping of any residence or common area may be made without written request to the Board of Directors. All areas not covered by buildings, structures or paved parking facilities shall be maintained as green areas to the pavement edge of any abutting streets. NO stone, gravel or paving of any type shall be used as a lawn unless approved as part of the landscaping plan. NO TREES ARE TO BE PLANTED INSIDE THE PATIO.
10. YARDS. NO swimming pools or playground equipment or like items to be built or placed in any yard. Children are not allowed to play on grass areas.
11. PATIOS AND FENCES. NO CLOTHES LINES are allowed in yards or patios. NO drying of rugs, towels, any clothing or cleaning rags on fences or shrubs. All screened patios and fences must be maintained and paid for by the owner and kept in good repair at all times and must conform. ALL patios must be kept in a neat and orderly manner.
12. ANTENNAS. NO outside antennas are allowed. Satellite dishes one meter or less in diameter may be installed on patios, patio roofs or on the stucco surface of your unit. No satellite dish may be installed on the main roof of any building or on the lawn. Consult the association president before installing a satellite dish. If a dish is removed from your property, you must repair the site to its original condition. Final approval to be granted by the Board of Directors.



13. PARTY WALLS. Any structural, plumbing, or electrical maintenance within the party walls (walls shared by two (2) or more members) shall be paid for by THE CLUB (See By-Laws, Article 6, Paragraph P, Item 2).
14. ROOFS. Roofs (not including patios) and exterior walls shall be maintained and repaired by THE CLUB, as its Directors shall from time to time determine.
15. AIR CONDITIONERS. Each unit owner shall be responsible for that unit's air conditioner.
16. PETS. Any animal of vicious nature will not be allowed. NO dogs shall be allowed outside of residence unless LEASHED AND MUST BE WALKED OUTSIDE CLUB IN THE SWALE AREA. NO PET SHALL BE ALLOWED TO DISTURB NEIGHBORS IN ANY WAY.
17. POOL. NO child under sixteen years of age shall be allowed at the pool without an adult eighteen (18) years or over. NO GLASS CONTAINERS OR FOOD ALLOWED IN POOL AREA AT ANY TIME. BATHING ATTIRE MUST BE WORN (NO CUT-OFFS OR T-SHIRTS). SUN TAN OILS AND LOTIONS ARE TO BE SHOWERED OFF BEFORE ENTERING POOL. HAVE RED IDENTIFICATION TAG AT ALL TIMES IN THE POOL AREA. NO pets allowed inside this area at any time. Only small rafts are allowed in the pool. Rafts are not allowed in the water when there are more than seven (7) swimmers. NO toys of any kind shall be allowed inside this area. Keys must not be loaned to non-residents nor shall keys be given out to anyone who has lost or misplaced their key. Replacement keys can be obtained from the President at a cost of twenty (\$20.00) dollars per key. If you should find any keys, turn them in to the President. NO DIVING OR ROUGHHOUSING IN THE POOL AREA (BY ORDER OF BROWARD COUNTY HEALTH DEPARTMENT). ANYONE NOT OBEYING THESE RULES CAN AND WILL BE BANNED FROM USING THE FACILITIES. NO ONE IS ALLOWED TO DISTURB OTHERS. NOISE IS TO BE KEPT AT A MINIMUM FOR THE TRANQUILITY OF ALL.
18. LAUNDRY ROOM. NO children under age sixteen (16) allowed in laundry room unless accompanied by an adult and they must be controlled. NO pets or toys allowed. The laundry room has to be shared by a large number of residents. BE CONSIDERATE. Approximate time for washers is 25 minutes per load. Approximate time for dryers is 45 minutes per load. REMOVE YOUR CLOTHES PROMPTLY IN ORDER FOR THE NEXT PERSON TO HAVE ACCESS TO THE MACHINES. AFTER USE, LINT FROM DRYERS IS TO BE REMOVED AND PUT IN THE WASTER BASKET NOT THE FLOOR. IF YOU SPILL DETERGENT HAVE THE COURTESY TO CLEAN IT UP. DO NOT EXPECT THE NEXT USER TO CLEAN UP YOUR MESS.
19. TENNIS COURT. TENNIS COURT IS TO BE USED FOR PLAYING TENNIS ONLY. Proper footwear is mandatory. NO skates, skateboards or bicycles are allowed. NO pets are allowed inside the court. NO food or glass containers inside the court. GATE MUST BE LOCKED AT ALL TIMES. You must have red identification tag at all times.

THE RULES AND REGULATIONS OF THE LOCH LOMOND CLUB, INC. ARE INCORPORATED AS AN ADDITION TO THE ARTICLES OF INCORPORATION, THE BY-LAWS AND THE DECLARATIONS OF RESTRICTIONS AND PROTECTIVE COVENANTS.

REVISIONS OF RULES AND REGULATIONS: At each revision of the Rules and Regulations, every unit owner and lessee shall be provided with a copy.

This Instrument Prepared By, Record & Return To:

Michael R. Bass, Esq.  
600 South Andrews Avenue, Sixth Floor  
Ft. Lauderdale, FL 33301

**CERTIFICATION AND NOTICE  
OF MARKETABLE TITLE ACTION PURSUANT TO CHAPTER 712,  
FLORIDA STATUTES, FOR THE LOCH LOMOND CLUB, INC.**

THE LOCH LOMOND CLUB, Inc. (the "Association"), whose address is The Loch Lomond Club, Inc. c/o J & L Property management, 10191 W. Sample Road, Suite 203, Coral Springs, Florida 33065, has taken action to ensure that the Declaration of Restrictions and Protective Covenants for The Loch Lomond Club, recorded in Official Records Book 6982 at Page 832 of the Public Records of Broward County, Florida, as amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence.

The affidavit regarding service of the notice of meeting of the Board of Directors with Statement of Marketable Title Action, is attached hereto as Exhibit "1", pursuant to Florida Statutes Section 712.06(1)(b).

The Resolution of the Board of Directors concerning the Notice of Marketable Title Action is attached hereto as Exhibit "2", pursuant to Florida Statutes Section 712.06(1)(b).

The legal description of the property is as follows, as is stated in the Declaration of Restrictions and Protective Covenants and of The Loch Lomond Club, recorded in Official Records Book 6982 at Page 832 of the Public Records of Broward County, Florida:

Tracts "A" and "B" LOCH LOMOND SECTION 3, a portion of SECTION 23,  
Township 48 South, Range 42 East, Broward County, Florida.

**See Exhibit "A" attached hereto for additional legal description information**

A copy of the Declaration of Restrictions and Protective Covenants for The Loch Lomond Club, Inc., as may be amended from time to time, is attached hereto as Exhibit "3".

IN WITNESS WHEREOF, the President and Secretary of The Loch Lomond Club, Inc., have set their hands and the seal of the Association, and have executed and attested this document, on this 8 day of November, 2006.

THE LOCH LOMOND CLUB, INC.  
BY: Erskine Dailey  
ERSKINE DAILEY, President

BY: *Robin Dailey*  
ROBIN DAILEY, Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD


The foregoing instrument was acknowledged before me this 8 day of November, 2006, by ERSKINE DAILEY, President, and ROBIN DAILEY, as Secretary, of THE LOCH LOMOND CLUB, INC., a Florida corporation, on behalf of the corporation and produced personally known as identification and did take an oath.

(SEAL)

*Michael Bass*  
Notary Public, State of Florida at Large

THIS IS NOT AN  
OFFICIAL COPY

My Commission Expires:

 **Michael Bass**  
Commission # DD472702  
Expires October 29, 2009  
Bonded by Fidelity Insurance, Inc. 800-365-7019

AFFIDAVIT OF MAILING OF  
NOTICE OF SPECIAL MEETING OF  
THE BOARD OF DIRECTORS

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF BROWARD        )

I, CICI MONCAYO, being Manager of THE LOCH LOMOND CLUB, Inc. (the "Association"), do hereby state and affirm as follows:

That I caused to be placed in the United States Mail postage paid, first class or hand delivered, on the 12<sup>th</sup> day of October, 2006, addressed to the members of record of The Loch Lomond Club, Inc. as of the date of service, at their latest addresses on file, a Notice of Special Meeting of the Board of Directors to be held on November 8, 2006, with said meeting notice containing the requisite Statement of Marketable Title Action. A true copy of the meeting is attached hereto.

OFFICIAL COPY  
CICI MONCAYO, Property Manager

STATE OF FLORIDA  
COUNTY OF BROWARD

Sworn to and subscribed before me this 12 day of Oct, 2006 who is personally know to me \_\_\_\_\_ or who has produced \_\_\_\_\_ as identification.

Eileen DeMatteis  
Notary Public, State of Florida at Large

NOTARY PUBLIC-STATE OF FLORIDA  
Eileen DeMatteis  
Commission # DD502325  
Expires: DEC. 28, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

My Commission Expires:

EXHIBIT "1"

NOTICE OF SPECIAL MEETING OF  
THE BOARD OF DIRECTORS  
THE LOCH LOMOND CLUB, INC.

TO ALL MEMBERS:

On November 8, 2006 at 6:30 p.m. at poolside, a Special Meeting of the Board of Directors of the Loch Lomond Club, Inc. shall be held for the purpose of taking action to insure the Declaration of Restrictions and Protective Covenants for The Loch Lomond Club, Inc. which governs the Association and its membership, retains its status and is valid and enforceable for purposes of marketable title, as more fully described in the following notice.

**STATEMENT OF MARKETABLE TITLE ACTION**

The Loch Lomond Club, Inc., (the Association") has taken action to insure that the Declaration of Restrictions and Protective Covenants for the Loch Lomond Club, Inc. recorded in Official Records Book 6982 at Page 832 of the Public Records of Broward County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of the marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Broward County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

This notice and the foregoing statement are provided in accordance with law, specifically Chapter 712, Florida Statutes. All members are welcome to attend the meeting of the Board of Directors.

THE LOCH LOMOND CLUB, INC.  
BY ORDER OF THE BOARD OF DIRECTORS

BY:   
CICI MONCAYO, Acting Agent

Dated: October 12, 2006

**RESOLUTION OF THE LOCH LOMOND CLUB, INC.  
NOTICE OF STATEMENT OF MARKETABLE TITLE**

This Resolution is entered into this 8 day of November, 2006, by the Board of Directors for the Loch Lomond Club, Inc. A meeting was called to order on November 8, 2006, which meeting was properly noticed pursuant to the By-Laws of The Loch Lomond Club, Inc., and in accordance with Chapters 712 and 720, Florida Statutes, at which meeting a quorum of the Board of Directors was in attendance, and the following resolution was proposed and passed:

WHEREAS, The Loch Lomond Club, Inc. (hereinafter the "Association"), a Florida not-for-profit corporation, operating and governed by the Declaration of Restrictions and Protective Covenants and for The Loch Lomond Club, Inc. recorded in Official Records Book 6982 at Page 832 of the Public Records of Broward County, Florida, as amended from time to time, on lands described therein; and

WHEREAS, The Loch Lomond Club, Inc. wishes to continue the duties, functions and obligations as found under the recorded Declaration of Restrictions and Protective Covenants for The Loch Lomond Club, Inc. recorded in Official Records Book 6982 at Page 832 of the Public Records of Broward County, Florida, as amended from time to time; and

WHEREAS, the Association, in compliance with the Marketable Record Title Act, as amended, wishes to re-adopt such operation obligation in accordance with the Act.

NOW THEREFORE, after proper notice and consideration, the Board of Directors have voted and approved by at least three-fourths (3/4ths) of the directors to re-adopt, re-certify and continue to enforce the Declaration in accordance with the Marketable Record Title Act, and do hereby state as follows:

**STATEMENT OF MARKETABLE TITLE ACTION**

The Loch Lomond Club, Inc. (the "Association") has taken action to insure that the Declaration of Restrictions and Protective Covenants for The Loch Lomond Club, Inc. recorded in Official Records Book 6982 at Page 832 of the Public Records of Broward County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of the marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Broward County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Further, the Board sayeth naught, and on approval of at least three-fourths (3/4ths) of the directors and as the Board of Directors, this Resolution is duly approved and passed on the 8 day of November 2006.

THE LOCH LOMOND CLUB, INC.  
BY ORDER OF THE BOARD OF DIRECTORS

BY: Robin Dailey  
ROBIN DAILEY, Secretary

EXHIBIT "2"

EXHIBIT "A"

LESS the following described parcel:

Commencing at the Northwest corner of Tract A, Loch Loosa Section 3, as recorded in Plat Book 78, Pg 46, of the Public Records of Broward County, Florida; thence with a bearing of S. 0° 12' 59" E. along the West line of said Tract A a distance of 341.20 feet to a point; thence with a bearing of N. 89° 47' 01" E. a distance of 133.00 feet to the Point of Beginning; thence with a bearing of N. 0° 12' 59" W. a distance of 193.73 feet to a point; thence with a bearing of N. 89° 56' 29" E. a distance of 177.07 feet to a point; thence with a bearing of S. 0° 03' 31" E. a distance of 304.51 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 176.23 feet to a point; thence with a bearing of N. 0° 12' 59" W. a distance of 108.78 feet more or less to the Point of Beginning.

Containing 1.709 Acres more or less and subject to easements and rights-of-way of record.

RECREATION AREA, TRACT A

A parcel of land lying in Section 23, Township 48 South, Range 42 East, Broward County, Florida, said parcel being more particularly described as follows:

Commencing at the Northwest corner of Tract A, Loch Loosa Section 3, as recorded in Plat Book 78, Page 46, of the Public Records of Broward County, Florida; thence with a bearing of S. 0° 12' 59" E. along the West line of said Tract A a distance of 341.20 feet to a point; thence with a bearing of N. 89° 47' 01" E. a distance of 133.00 feet to the Point of Beginning; thence with a bearing of N. 0° 12' 59" W. a distance of 110.73 feet to a point; thence with a bearing N. 89° 56' 29" E. a distance of 61.84 feet to a point; thence with a bearing of N. 0° 03' 31" W. a distance of 30.50 feet to a point; thence with a bearing of N. 89° 56' 29" E. a distance of 55.00 feet to a point; thence with a bearing of S. 0° 03' 31" E. a distance of 192.51 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 55.00 feet to a point; thence with a bearing of N. 0° 03' 31" W. a distance of 33.50 feet to a point; thence with a bearing of S. 89° 47' 01" W. a distance of 61.55 feet to a point thence with a bearing of N. 0° 12' 59" W. a distance of 15.78 feet more or less to the Point of Beginning.

Containing 0.422 Acres more or less and subject to easements and rights-of-way of record.



## EXHIBIT "A"

## PARKING AREA, TRACT A

A parcel of land lying in Section 23, Township 48 South, Range 42 East, Broward County, Florida, said parcel being more particularly described as follows:

Commencing at the Northwest corner of Tract A, Lot 1, Section 3, as recorded in Plat Book 78, Page 46, of the Public Records of Broward County, Florida; thence with a bearing of S. 0° 12' 30" E. along the West line of said Tract A a distance of 314.70 feet to the Point of Beginning; thence with a bearing of S. 77° 13' 19" E. a distance of 53.37 feet to a point; thence with a bearing of N. 89° 47' 01" E., a distance of 21.00 feet to a point; thence with a bearing of N. 0° 12' 30" W. a distance of 223.40 feet to a point; thence with a bearing N. 89° 56' 29" E. a distance of 18.00 feet to a point; thence with a bearing of N. 0° 12' 30" W. a distance of 18.00 feet to a point; thence with a bearing of N. 89° 56' 29" E. a distance of 179.23 feet to a point; thence with a bearing of S. 0° 03' 31" E., a distance of 18.00 feet to a point; thence with a bearing of N. 89° 56' 29" E. a distance of 53.00 feet to a point; thence with a bearing of N. 0° 03' 31" W. a distance of 18.00 feet to a point; thence with a bearing of N. 89° 56' 29" E. a distance of 27.00 feet to a point; thence with a bearing of S. 0° 03' 31" E. a distance of 18.00 feet to a point; thence with a bearing of N. 89° 56' 29" E. a distance of 18.00 feet to a point; thence with a bearing of S. 0° 03' 31" E. a distance of 148.23 feet to a point; thence with a bearing of N. 89° 56' 29" E. a distance of 80.00 feet to a point on the East line of Tract A; thence with a bearing of S. 0° 03' 31" E. along the East line of Tract A a distance of 41.00 feet to a point; thence with a bearing of N. 89° 56' 29" W. a distance of 27.00 feet to a point; thence with a bearing of N. 77° 18' 04" W. a distance of 54.37 feet to a point; thence with a bearing of S. 0° 03' 31" E. a distance of 211.28 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 18.00 feet to a point; thence with a bearing of S. 0° 03' 31" E. a distance of 18.00 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 106.00 feet to a point; thence with a bearing of N. 0° 03' 31" W. a distance of 18.00 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 17.06 feet to a point; thence with bearing of S. 0° 03' 31" E. a distance of 18.00 feet to a point; thence with a bearing of N. 0° 03' 31" W. a distance of 36.00 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 18.00 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 27.00 feet to a point; thence with a bearing of S. 0° 03' 31" W. a distance of 18.00 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 72.00 feet to a point; thence with a bearing of N. 0° 12' 30" W. a distance of 18.00 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 18.00 feet to a point; thence with a bearing of N. 0° 12' 30" W. a distance of 136.11 feet to a point; thence with a bearing of S. 89° 47' 01" E. a distance of 73.00 feet to a point on the West line of Tract A; thence with a bearing of N. 0° 12' 30" W. along the West line of Tract A a distance of 41.00 feet more or less to the Point of Beginning.

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR TRACT A, LOCH LOMOND SECTION 3 AS RECORDED IN PLAT BOOK 78  
AT PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

77- 75568

WHEREAS, THE LOCH LOMOND CLUB, INC., a Florida corporation, hereinafter referred to as "THE CLUB", is the owner in fee simple of portions of the real property above described, and

WHEREAS, ZAHN BUILDERS, INC., a Florida corporation, hereinafter referred to as "DEVELOPER", is developing a residential community on portions of Tract A of Loch Lomond Section 3 abovescribed, and

WHEREAS, HOLLYWOOD PINES, INC., a Florida corporation, is the owner in fee simple of portions of Tract A of Loch Lomond Section 3 abovescribed, and

WHEREAS, GEORGE L. MAILLIARD, PAUL W. DE CAROLIS, DOUGLASS F. WHITTAKER and LINETTA M. DI PIETRO, all single people, are owners in fee simple of portions of Tract A of Loch Lomond Section 3 abovescribed, and

WHEREAS, the above three corporations and individuals own in fee simple, the entirety of Tract A of Loch Lomond Section 3 abovescribed.

NOW, THEREFORE, the above hereby make the following declarations as to limitations, restrictions, and uses to which individually owned residential parcels of property in Tract A of Loch Lomond Section 3, as recorded in Plat Book 78 at Page 46, of the Public Records of Broward County, Florida may be put, and hereby specify that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of, and limitations on all future owners in said Tract A, this Declaration of Restrictions being designed for the purpose of keeping the subdivision desirable, uniform, practical, and suitable as specified herein:

1. All residential property owners shall be governed by all the terms and provisions of the By-Laws of the Loch Lomond Club, Inc., a Florida corporation, the entity organized for the purpose of acquiring, owning, constructing, improving, maintaining and operating real property above described; said By-Laws being recorded simultaneously with this document.

2. All residential property owners shall be governed by the Declaration of Party Wall covenants and restrictions, which will be recorded in connection with each and every fourplex constructed upon the aforescribed Tract A of Loch Lomond Section 3 as recorded in Plat Book 78 at Page 46, of the Public Records of Broward County, Florida.

3. INSURANCE: The insurance other than title insurance that shall be carried upon the fourplexes to be constructed upon portions of Tract A of Loch Lomond Section 3 as recorded in Plat Book 78 at Page 46, of the Public Records of Broward County, Florida, shall be governed by the following provisions:

A. Purchase, named insured, custody and payment of policies.

1. Purchase: All insurance policies upon the fourplexes aforescribed shall be purchased by THE LOCH LOMOND CLUB, INC., hereinafter referred to as "THE CLUB", and shall be issued by an insurance company authorized to do business in Florida.

2. Approval: Each insurance policy and the agency and company issuing the policy shall be subject to approval by the bank, savings and loan association or insurance company that, according to the roster of mortgagees at the time for approval, is the owner and holder of the oldest unsatisfied mortgage held by such an institution upon a unit covered by the policy. The approval may be obtained by directing to the mortgagee having the right of approval, a request in writing for approval or disapproval within ten (10) days after the receipt of the request; and if a response from the mortgagee is not received within that ten (10) day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

3. Named Insured: The named insured shall be THE LOCH LOMOND CLUB, INC., individually, and as agent for the owners of units in the fourplexes aforescribed covered by the policy without naming them, and shall include mortgagees listed in the roster of the mortgagees who hold mortgages upon units covered by the policy whether or not the mortgagees are named. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

4. Custody of policies and payment of proceeds: All policies shall provide that payments for losses made by the insurer shall be paid to the insurance trustee designated by the board of directors of THE CLUB, and all policies and endorsements on them shall be deposited with the insurance trustee.

5. Copies to mortgagees: One copy of each insurance policy and of all endorsements on it shall be furnished by THE CLUB to each mortgagee included in the mortgagee roster who holds mortgages upon units covered by the policy. The copies shall be furnished not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall first occur.

B. Coverage.

1. Casualty: All buildings and improvements upon the land shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude foundation and excavation costs, 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 improvement. All personal property included in the club property shall be insured. Values of insured property shall be determined annually by the board of directors of THE CLUB. Insurance coverage shall afford protection against:

a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to insurance covering flooding, vandalism and malicious mischief. The bailee liability, if any, of THE CLUB to unit owners shall be insured.

When appropriate and possible, the policies shall waive the insurer's right to

- i) Subrogation against THE CLUB and against unit owners individually and as a group;
- ii) The pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and
- iii) Avoid liability for a loss that is caused by an act of the board of directors of THE CLUB, or by a member of the board of directors of THE CLUB.

2. Public liability: Public liability in such amounts and with such coverage as shall be required by the board of directors of THE CLUB, including but not limited to hired automobile and nonowned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

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

4. Other insurance: Such other insurance as the board of directors of THE CLUB shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by THE CLUB shall be paid by THE CLUB as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that owner. Not less than ten (10) days prior to the date when a premium is due, evidence of the payment shall be furnished by THE CLUB to each mortgagee listed in the roster of mortgagees. Anything to the contrary notwithstanding, hazard insurance policies upon the ~~foredescribed~~ fourplexes shall be assessed to the individual unit owners as per the schedule attached to the Declaration of Party Wall Covenants and Restrictions to be recorded with each and every fourplex constructed.

D. Insurance trustee; shares of proceeds. All insurance policies purchased by THE CLUB shall be for the benefit of THE CLUB and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the board of directors of THE CLUB, which trustee is referred to in this instrument as the Insurance Trustee. 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 proceeds. The duty of the Insurance Trustee shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

1. Unit owners: An undivided share for each unit owner, that share being the same as provided in the Declaration of Party Wall Covenants and Restrictions ~~afordescribed~~.

2. Mortgagees: In the event a mortgagee endorsement of an insurance policy has been issued as to a unit and this is deposited with the Insurance Trustee, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the unit owner and mortgagee.

E. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in the section entitled "Reconstruction or Repair after Casualty."

F. THE CLUB as agent. THE CLUB is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the individually owned fourplex units, to adjust all claims arising under insurance policies purchased by THE CLUB and to execute and deliver releases upon the payment of claims.

G. Benefit of mortgages. Certain provisions in this section entitled "Insurance" are for the benefit of mortgages of individually owned fourplex units. All of these provisions are covenants for the benefit of any mortgages of a unit and may be enforced by that mortgagee.

#### 4. RECONSTRUCTION AND REPAIR AFTER CASUALTY:

A. Determination whether to reconstruct and repair. Whether or not individually owned fourplex units damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

1. Lesser damage: If two or more units of any fourplex are found by the board of directors of THE CLUB to be not tenable after the casualty, the damaged property shall be reconstructed and repaired.

2. Major damage: If less than two units of any fourplex are found by the board of directors of THE CLUB to be not tenable after the casualty, whether the damaged property will be reconstructed and repaired shall be determined in the following manner:

a' Immediately after determination of the amount of insurance proceeds, THE CLUB shall give notice to all unit owners of the damaged fourplex, of the extent of the damage, estimated cost to rebuild and repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds in accord with the schedule attached to the aforescribed Declaration of Party Wall Covenants and Restrictions to be recorded in connection with any fourplex.

b) The notice shall call a meeting of affected unit owners to be held within thirty (30) days from the mailing of the notice.

c) If the reconstruction and repair is approved at the meeting of three unit owners in the damaged fourplex, the damaged property will be reconstructed and repaired; but if not so approved, the fourplex shall not be repaired without agreement as elsewhere provided.

d) The approval of a unit owner may be expressed by vote or in writing filed with THE CLUB at or prior to the meeting.

e) The expense of this determination shall be assessed against all affected unit owners as a common expense.

3. Certificate: The Insurance Trustee may rely upon a certificate of THE CLUB made by its president and secretary to determine whether or not the damaged property is to be reconstructed and repaired.

B. Report of damage. If any part of the individually owned fourplex units shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by THE CLUB to the Insurance Trustee. The report shall include the following information:

1. Date and cause of damage.

2. Whether the damaged property will be reconstructed and repaired.

If the damaged property will be reconstructed and repaired, the report shall include the following information:

3. Schedule of damage for which THE CLUB has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.

4. Whether damaged property for which THE CLUB has responsibility for reconstruction and repair includes structural parts of a building.

5. Schedule of damage for which unit owners have the responsibility for reconstruction and repair and the estimated costs of each owner for reconstruction and repair.

6. The Insurance Trustee shall approve the manner of determining the estimated costs of reconstruction and repair and the finding as to whether the damaged property includes structural parts of a building, or the report of damage shall be substantiated by an attached report of an architect qualified to practice in this state.

C. Assessments; determination of sufficiency of funds.

1. Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which THE CLUB is responsible, 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, assessments shall be made by THE CLUB against all affected unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other units shall be assessed to the owner of the unit.

2. Determination of sufficiency of funds. If the estimated cost of reconstruction and repair for which THE CLUB is responsible do not exceed \$10,000.00, the sufficiency of funds to pay the costs shall be determined by the board of directors of THE CLUB and the sums paid upon the assessments shall be held by THE CLUB. If the estimated costs exceed \$10,000.00, the sufficiency of funds to pay the costs shall be determined by an architect qualified to practice in Florida

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and employed by THE CLUB to supervise the work, and the sums paid upon the assessments shall be deposited by THE CLUB with the Insurance Trustee.

**D. Disbursement of funds.** The funds held by THE CLUB or by the Insurance Trustee after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of the casualty, shall be disbursed in the following manner and order:

1. **Reconstruction and repair of damage:** If the damaged property is reconstructed and repaired, the funds shall be disbursed in the following manner:

a) **By THE CLUB - damages of \$10,000.00 or less.** If the estimated costs of reconstruction and repair that is the responsibility of THE CLUB do not exceed \$10,000.00, the funds shall be disbursed in payment of these costs upon the order of THE CLUB; provided, however, the funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of damage of more than \$10,000.00 if the damaged property includes structural parts of a building, or if requested by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds.

b) **By THE CLUB - damage of more than \$10,000.00.** If the estimated costs of reconstruction and repair that is the responsibility of THE CLUB exceed \$10,000.00, the funds shall be disbursed in payment of these costs in the manner required by the board of directors of THE CLUB; provided, however, that an architect qualified to practice in Florida and employed by THE CLUB to supervise the work shall approve all disbursements as being due and properly payable.

c) **By unit owners.** If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of THE CLUB, this balance shall be distributed to owners of damaged units who have responsibility for reconstruction and repair of their units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each unit bears to the total of these costs in all damaged units; provided, however, that no unit owner shall be paid an amount in excess of the estimated costs for his unit. If there is a mortgage upon a unit, the distribution shall be paid to the unit owner and the mortgagee jointly and they may use the proceeds as they may determine.

d) **Surplus.** It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to unit owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a unit owner that is not in excess of assessments paid by that owner into the funds shall not be made payable to any mortgagee.



F. Benefits of mortgages. Certain provisions in this section entitled "Reconstruction or Repair after Casualty" are for the benefit of Mortgagees of individually owned fourplex units. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by the mortgagee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 15th day of March, 1977.

Signed, Sealed and Delivered in the presence of:

Bartholomew B. Kirby  
Mary Jagan

Bartholomew B. Kirby  
Mary Jagan

Bartholomew B. Kirby  
Mary Jagan

Charlie Hagan  
Joseph V. Ranzall

Charlie Hagan  
Joseph V. Ranzall

Charlie Hagan  
Joseph V. Ranzall

Joseph V. Ranzall  
Joseph V. Ranzall

THE LOCH LOMOND CLUB, INC.

By: Robert J. Ranzall

LAND BUILDERS, INC.

By: Robert J. Ranzall

HOLLYWOOD PINES, INC.

By: Charles Hagan

George L. Williams  
GEORGE L. WILLIAMS

Paul W. De Carolis  
PAUL W. DE CAROLIS

Robert J. Ranzall  
ROBERT J. RANZALL

Joseph V. Ranzall  
JOSEPH V. RANZALL

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of March, 1977 by Robert J. Ranzall, President of THE LOCH LOMOND CLUB, INC.

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 1, 1979  
Bonded by American Fire & Casualty Co.

Bartholomew B. Kirby  
NOTARY PUBLIC

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STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me  
this 16th day of March, 1977 by Robert C. Zehn  
President of EMM BUILDERS, INC.

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires July 1, 1977  
Bonded by American Fire & Casualty Co.

Kathryn B. K...  
Notary Public

THIS IS NOT AN  
OFFICIAL COPY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me  
this 16th day of March, 1977 by  
Charles J. Chappetta, President of HOLLYWOOD PINES, INC.  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 1, 1977  
Bonded by American Fire & Casualty Co.

Kathryn B. K...  
Notary Public

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me  
this 16th day of March, 1977, by GEORGE L.  
WILLIARD, a single man.  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 1, 1977  
Bonded by American Fire & Casualty Co.

Kathryn B. K...  
Notary Public

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me  
this 16th day of March, 1977, by PAUL W. DE CAROLIS,  
a single man.  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 1, 1977  
Bonded by American Fire & Casualty Co.

Kathryn B. K...  
Notary Public

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STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me  
this 16<sup>th</sup> day of March, 1977 by DOUGLASS F. WHITTAKER,  
a single man.

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 1, 1979  
Bonded by American Sure & Company Co.

*Kathryn B. Kirby*  
Notary Public

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me  
this 16<sup>th</sup> day of March, 1977 by LINETTA M. DI PISTO,  
a single woman.

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 1, 1979  
Bonded by American Sure & Company Co.

*Kathryn B. Kirby*  
Notary Public

Prepared by:

DOUGLAS A. WILLIAMS, ESQUIRE  
1801 East Commercial Boulevard  
Fort Lauderdale, Florida 33308



JOINDER AND CONSENT

The following described Unit Owners hereby join and consent to the foregoing DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR TRACT A, LOCH LOMOND SECTION 3 AS RECORDED IN PLAT BOOK 78 AT PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Signed, Sealed and Delivered in the presence of:

George W. Funder  
George W. Funder

Russell W. Thompson  
IRUK W. THOMPSON

THIS IS NOT AN OFFICIAL COPY

STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss.

The foregoing instrument was acknowledged before me this 7th day of April, 1977 by RUSSELL THOMPSON, a married man.

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires July 1, 1982  
Bonded by American Fire & Casualty Co.

Kathryn B. Kirby  
Notary Public

STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss.

The foregoing instrument was acknowledged before me this 7th day of April, 1977 by IRUK W. THOMPSON, a married woman.

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 1, 1982  
Bonded by American Fire & Casualty Co.

Kathryn B. Kirby  
Notary Public

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

OFF. REC. 6982 PAGE 834



INSTR # 99234925  
OR BK 29430 PG 1973  
RECORDED 05/06/99 09:06 AM  
COUNTY RECORDS DIVISION  
BROWARD COUNTY  
DEPUTY CLERK 1831

COVER PAGE

1. Certification dated January 20, 1999;
2. Amendment To By-Laws of The Loch Lomond Club, Inc. dated January 20, 1999
3. Revised Rules and Regulations of The Loch Lomond Club, Inc. dated January 20, 1999.

8

AMENDMENT TO BY-LAWS  
OF  
THE LOCH LOMOND CLUB, INC.

THIS AMENDMENT to the By-Laws of The Loch Lomond Club, Inc., (hereinafter referred to as "The Club"), was made and executed this 20<sup>th</sup> day of January, 1997;

W I T N E S S E T H

WHEREAS, The Club has filed its By-Laws and all amendments thereto in the Public Records of Broward County, Florida;

WHEREAS, The Club has the right to amend the By-Laws pursuant to Article 9 of the By-Laws; and

WHEREAS, The Club is desirous of amending Article 5, Paragraph F of the By-Laws;

NOW, THEREFORE, pursuant to Article 9 of the By-laws, the By-Laws are amended as follows:

1. Article 5, Paragraph F is hereby amended in its entirety to be read as follows:

Paragraph F. The compensation of all Officers and employees of THE CLUB shall be fixed by the Directors, including any compensation to be paid to an officer or employee who is also a Director.

2. Except as amended by this Amendment, the By-Laws and all prior amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, we set our hands and seal as of the date first above written.

(2)

Signed, sealed and delivered  
in the presence of:

*[Handwritten signatures]*

*Erskin Dailey*  
Erskin Dailey, President  
*Brian C. Calvarese*  
Brian C. Calvarese, Vice  
President

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS.:

The foregoing instrument was acknowledged before me this  
20 day of January, 1998, by Erskin Dailey, as President of  
The Loch Lomond Club, Inc., a Florida corporation, who is  
personally known to me or who has produced driver's license  
as identification.

*[Signature]*  
Notary Public (Signature)

(SEAL)

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS.:



Michael R. Bass  
MY COMMISSION # CC692899 EXPIRES  
October 29, 2001  
BONDED THRU TROY FARM INSURANCE, INC.

The foregoing instrument was acknowledged before me this  
20<sup>th</sup> day of January, 1998, by Brian C. Calvarese, as Vice  
President of Loch Lomond Club, Inc., a Florida corporation, who is  
personally known to me or who has produced driver's license  
as identification.

*[Signature]*  
Notary Public (Signature)

(SEAL)



Michael R. Bass  
MY COMMISSION # CC692899 EXPIRES  
October 29, 2001  
BONDED THRU TROY FARM INSURANCE, INC.



CERTIFICATION

I, Rhonda Zahn, the Secretary of The Loch Lomond Club, Inc., hereby certify that the attached is a true and correct copy of the following document of The Loch Lomond Club, Inc.:

1. Amendment to By-Laws of The Loch Lomond Club, Inc.
2. Revised Rules and Regulations of The Loch Lomond Club, Inc. as of 1/20/99.

IN WITNESS WHEREOF, I set my hand and seal this the 20<sup>th</sup> day of January, 1999.

WITNESS:

Brian McAdams  
Myself

Rhonda Zahn  
Rhonda Zahn, Secretary of  
The Loch Lomond Club, Inc.

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

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 1999, by Rhonda Zahn, the Secretary of The Loch Lomond Club, Inc., who is personally known to me or has produced driver's license as identification.

Michael E. Bass  
Notary Public (Signature)

(SEAL)

Michael E. Bass  
Printed Signature  
MY COMMISSION # CC472499 EXPIRES  
October 29, 2001  
BONDED THRU TROY FARM INSURANCE, INC.

# THE LOCH LOMOND CLUB, INC. RULES AND REGULATIONS

THE FOLLOWING ARE THE REVISED RULES AND REGULATIONS FOR THE OWNERSHIP AND OPERATION OF THE LOCH LOMOND CLUB, INC., AS OF JANUARY 20, 1999. REVISIONS WILL BE PUBLISHED FROM TIME TO TIME

1. SALES. All prospective purchasers will be interviewed by at least two (2) Board Members before the sale of any unit is consummated. There will be a screening fee of Fifty (\$50.00) Dollars, which must be paid prior to the consideration of an application. Applications will be available from the Board of Directors. IT IS THE SELLER'S RESPONSIBILITY TO PROVIDE THE PURCHASER WITH A COPY OF THE RULES AND REGULATIONS, THE BY-LAWS AND ARTICLES OF INCORPORATION OF THE LOCH LOMOND CLUB, INC. In the case of a recommendation of refusal all Board Members shall make the final decision.
2. LEASES. ALL prospective renters will be interviewed by at least two (2) Board Members before the rental of any unit is consummated. There will be a screening fee of Fifty (\$50.00) Dollars, which must be paid prior to the consideration of an application. Applications will be available from the Board of Directors. NO UNIT SHALL BE LEASED MORE THAN ONCE DURING ANY 365 DAY PERIOD OF TIME. To the extent an owner leases his property for less than one year, the property cannot be relet until the passage of 365 days from the date of commencement of the last lease that was in existence on the property. If the conduct of the tenant is deemed not satisfactory or does not conform with the Rules and Regulations, the Board of Directors must notify the owner that the lease will not be renewed at least sixty (60) days prior to the renewal. In the case of a recommendation of refusal all Board Members shall make the final decision.
3. SIGNS. NO For Sale Signs, NO For Rent signs, NO signs other than Official LOCH LOMOND CLUB, INC. SIGNS, shall be posted on the premises at any time. This includes awales, easements, windows and fences.
4. CHILDREN. The maximum number of children allowed per unit are NO children per one (1) bedroom, one (1) child per two (2) bedroom and two (2) children per three (3) bedroom. Guardians must take the responsibility of controlling their children in all areas of the club. ANY DAMAGES TO THE PREMISES WILL BE THE FINANCIAL RESPONSIBILITY OF THE GUARDIAN.
5. RESIDENTIAL USE. The use of each residential unit is restricted to one (1) family and shall be used for private residential purposes only. Any single resident shall be allowed a MAXIMUM of one (1) roommate PER bedroom. Roommates are subject to all Rules and Regulations. Guest shall be limited to a visit of four (4) weeks. In the absence of the unit owner, the names of any family members and their length of stay must be given to the Board of Directors prior to the arrival of said members. THE BOARD OF DIRECTORS MUST BE NOTIFIED by unit owners who are non-residents or seasonal residents of any change of address, etc. NO RESIDENT SHALL BE

ALLOWED TO DISTURB THE NEIGHBORS IN ANY WAY. (i.e., loud stereos, TV's, musical instruments, vehicles, etc.).

6. PRIVATE DWELLING. The owner or owners of each unit shall keep the interior of said residence in a state of good condition and appearance, and shall pay assessments for the exterior of said residence to be painted or refinished at regular intervals.
7. VEHICLES AND BOAT PARKING. No trucks over one (1) ton, NO commercial vehicles, recreational vehicles, boats or any trailers shall be parked in THE LOCH LOMOND CLUB, INC. at any time whatsoever. ONLY TWO (2) VEHICLES (Automobiles, trucks under one (1) ton and motorcycles) ARE ALLOWED PER UNIT AND SHALL BE PARKED ONLY IN THE TWO (2) SPACES DESIGNATED FOR EACH UNIT. These vehicles may not be parked in any units' parking spaces, in patios, yards, lawns, or roadways. NO UNLICENSED OR INOPERABLE VEHICLES MAY BE PARKED WITHIN THE COMPLEX AT ANY TIME. ANY VEHICLES PARKED IN ANY UNMARKED AREA WILL BE TOWED OUT OF THE CLUB WITHOUT NOTICE, AT THE OWNER'S EXPENSE. Spaces designated for guests are not to be used for any permanent parking.
8. IMPROVEMENTS/PAINTING. NO changes (repairs, refinishing, renovating or altering), whether permanent or temporary, to the exterior of any residence is allowed without a written request to the Board of Directors. NO color changes on exterior paint shall be allowed.
9. LANDSCAPING. NO changes in the landscaping of any residence or common area may be made without written request to the Board of Directors. All areas not covered by buildings, structures or paved parking facilities shall be maintained as green areas to the pavement edge of any abutting streets. NO stone, gravel or paving of any type shall be used as a lawn unless approved as part of the landscaping plan. NO TREES ARE TO BE PLANTED INSIDE THE PATIO.
10. YARDS. NO swimming pools or playground equipment or like items to be built or placed in any yard. Children are not allowed to play on grass areas.
11. PATIOS AND FENCES. NO CLOTHES LINES are allowed in yards or patios. NO drying of rugs, towels, any clothing or cleaning rags on fences or shrubs. All screened patios and fences must be maintained and paid for by the owner and kept in good repair at all times and must conform. ALL patios must be kept in a neat and orderly manner.
12. ANTENNAS. NO outside antennas are allowed. Satellite dishes one meter or less in diameter may be installed on patios, patio roofs or on the stucco surface of your unit. No satellite dish may be installed on the main roof of any building or on the lawn. Consult the association president before installing a satellite dish. If a dish is removed from your property, you must repair the site to its original condition. Final approval to be granted by the Board of Directors.
13. PARTY WALLS. Any structural, plumbing, or electrical maintenance within the party walls (walls shared by two (2) or more members) shall be paid

for by THE CLUB (See By-Laws, Article 6, Paragraph F, Item 2).

14. ROOFS. Roofs (not including patios) and exterior walls shall be maintained and repaired by THE CLUB, as its Directors shall from time to time determine.
15. AIR CONDITIONERS. Each unit owner shall be responsible for that unit's air conditioner.
16. PETS. Dogs shall not exceed forty (40) pounds. Any animal of vicious nature will not be allowed. NO dogs shall be allowed outside of residence unless LEASED AND MUST BE WALKED OUTSIDE CLUB IN THE SWALE AREA. NO PET SHALL BE ALLOWED TO DISTURB NEIGHBORS IN ANY WAY.
17. POOL. NO child under sixteen years of age shall be allowed at the pool without an adult eighteen (18) years or over. NO GLASS CONTAINERS OR FOOD ALLOWED IN POOL AREA AT ANY TIME. BATHING ATTIRE MUST BE WORN (NO CUT-OFFS OR T-SHIRTS). SUN TAN OILS AND LOTIONS ARE TO BE SHOWERED OFF BEFORE ENTERING POOL. HAVE RED IDENTIFICATION TAG AT ALL TIMES IN THE POOL AREA.  
 NO pets allowed inside this area at any time. Only small rafts are allowed in the pool. Rafts are not allowed in the water when there are more than seven (7) swimmers. NO toys of any kind shall be allowed inside this area. Keys must not be loaned to non-residents nor shall keys be given out to anyone who has lost or misplaced their key. Replacement keys can be obtained from the President at a cost of twenty (\$20.00) dollars per key. If you should find any keys, turn them in to the President. NO DIVING OR ROUGHHOUSING IN THE POOL AREA (BY ORDER OF BROWARD COUNTY HEALTH DEPARTMENT). ANYONE NOT OBEYING THESE RULES CAN AND WILL BE BANNED FROM USING THE FACILITIES. NO ONE IS ALLOWED TO DISTURB OTHERS. NOISE IS TO BE KEPT AT A MINIMUM FOR THE TRANQUILITY OF ALL.
18. LAUNDRY ROOM. NO children under age sixteen (16) allowed in laundry room unless accompanied by an adult and they must be controlled. NO pets or toys allowed. The laundry room has to be shared by a large number of residents. BE CONSIDERATE. Approximate time for washers is 25 minutes per load. Approximate time for dryers is 45 minutes per load. REMOVE YOUR CLOTHES PROMPTLY IN ORDER FOR THE NEXT PERSON TO HAVE ACCESS TO THE MACHINES. AFTER USE, LINT FROM DRYERS IS TO BE REMOVED AND PUT IN THE WASTER BASKET NOT THE FLOOR. IF YOU SPILL DETERGENT HAVE THE COURTESY TO CLEAN IT UP. DO NOT EXPECT THE NEXT USER TO CLEAN UP YOUR MESS.
19. TENNIS COURT. TENNIS COURT IS TO BE USED FOR PLAYING TENNIS ONLY. Proper footwear is mandatory. NO skates, skateboards or bicycles are allowed. NO pets are allowed inside the court. NO food or glass containers inside the court. GATE MUST BE LOCKED AT ALL TIMES. You must have red identification tag at all times.

THE RULES AND REGULATIONS OF THE LOCH LOMOND CLUB, INC. ARE INCORPORATED AS AN ADDITION TO THE ARTICLES OF INCORPORATION, THE BY-LAWS AND THE DECLARATIONS OF RESTRICTIONS AND PROTECTIVE

COVENANTS.

REVISIONS OF RULES AND REGULATIONS: At each revision of the Rules and Regulations, every unit owner and lessee shall be provided with a copy.

AMENDMENT TO BY-LAWS  
OF  
THE LOCH LOMOND CLUB, INC.

THIS AMENDMENT to the By-Laws of The Loch Lomond Club, Inc., (hereinafter referred to as "The Club"), was made and executed this 8 day of March, 1994;

W I T N E S S E T H

WHEREAS, The Club has filed its By-Laws and all amendments thereto in the Public Records of Broward County, Florida;

WHEREAS, The Club has the right to amend the By-Laws pursuant to Article 9 of the By-Laws; and

WHEREAS, The Club is desirous of amending Article 6, Paragraph K of the By-Laws;

NOW, THEREFORE, pursuant to Article 9 of the By-laws, the By-Laws are amended as follows:

1. Article 6, Paragraph K is hereby amended in its entirety to be read as follows:

Paragraph K. In the event that any person, firm, or corporation shall acquire title to any dwelling unit or common area by virtue of any foreclosure or judicial sale, or deed in lieu of foreclosure, such person, firm or corporation so acquiring title shall be responsible for any accrued assessments, interest, late charges, costs and attorney's fees. However, in the event a first mortgage holder acquires title to any dwelling unit or common area by foreclosure, judicial sale or deed in lieu of foreclosure, said first mortgage holder is not liable for the accrued assessments, interest, late charges, costs and attorney's fees attributable to the subject dwelling unit or common area or to the former unit owner(s), provided the first mortgage holder has recorded in the Official Records of Broward County, Florida a Deed in Lieu of Foreclosure or filed a foreclosure proceeding in a Court of appropriate jurisdiction within six (6)

Return to: Michael Bass, Esq., 600 S Andrews Ave, FT LAUD, FL 33301

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months after the last payment of principal or interest received by said first mortgage holder. The six (6) month period referred to herein shall be extended for any period of time during which the said first mortgage holder is precluded from initiating such required procedures due to the bankruptcy laws of the United States, and in no event shall the said first mortgage holder be liable for more than six (6) months of the subject dwelling unit's or common area's unpaid accrued assessments, interest, late charges, costs and attorney's fees before the acquisition of the title to the subject dwelling unit or common area by the said first mortgage holder.

2. Except as amended by this Amendment, the By-Laws and all prior amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, we set our hands and seal as of the date first above written.

Signed, sealed and delivered  
in the presence of:

Daniel Knight  
Robert Nelson  
Daniel Corrad  
Jo Rosenthal

Jo Rosenthal  
JO ROSENTHAL, President

Robert Nelson  
ROBERT NELSON, Vice President

STATE OF FLORIDA)  
COUNTY OF Broward ) SS.:

The foregoing instrument was acknowledged before me this 8 day of March, 1994, by JO ROSENTHAL, as President of The Loch Lomond Club, Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES DEPT 14 1995  
BONDED THRU GENERAL INS. UND.

Col. C. Dancy  
Notary Public (Signature)

COUNTY OF Broward ) SS.:

Robert Bailey  
Notary Public (Signature)

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES SEP 11, 1995  
BONDED THRU GENERAL INS. UND.

**Michael R. Bass, Esquire**  
**Diaz and Bass, P.A.**  
**Sixth Floor, Jefferson Bank Building**  
**800 South Andrews Avenue**  
**Fort Lauderdale, Florida 33301**  
**(305) 467-8801**

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

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CERTIFICATION

I, DANIEL COUCH, the Secretary of The Loch Lomond Club, Inc., hereby certify that the attached are true and correct copies of the following documents of The Loch Lomond Club, Inc.:

1. By-Laws;
2. Articles of Incorporation of The Loch Lomond Club, Inc.;
3. First Amendment to Articles of Incorporation of The Loch Lomond Club, Inc.;
4. Second Amendment to the Articles of Incorporation of The Loch Lomond Club, Inc.;
5. Third Amendment to Articles of Incorporation and By-Laws; and
6. The Loch Lomond Club, Inc. Rules and Regulations.

IN WITNESS WHEREOF, I set my hand and seal this the 8 day of March, 1994.

WITNESS:

Jo Rasmussen  
Robert E. Rasmussen

Daniel Couch

DANIEL COUCH, Secretary of  
The Loch Lomond Club, Inc.

STATE OF FLORIDA)

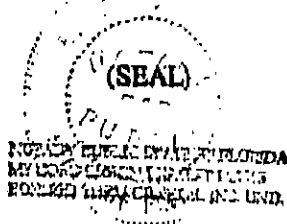
)SS.:

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 8 day of March, 1994, by DANIEL COUCH, the Secretary of The Loch Lomond Club, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification.

Rob C Dailey  
Notary Public (Signature)

ROBIN C DAILEY  
Printed Signature



NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES 11/15/95  
FORGED THIS CAPS AND UNL

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BY-LAWS

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THE LOCH LOMOND CLUB, INC.

1. IDENTITY

These are the By-Laws of THE LOCH LOMOND CLUB, INC., a corporation under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State on July 28, 1976.

THE LOCH LOMOND CLUB, INC., hereinafter called "THE CLUB", has been organized for the purpose of acquiring, owning, constructing, improving, maintaining, and operating certain real property, and the building or buildings and other structures and improvements which may now or hereafter be placed thereon and any personal property necessary or convenient for the use thereof, and to control as an association of homeowners the conduct of the inhabitants of the property hereinafter described which said real property is situate, lying and being in Broward County, Florida, described as follows, to-wit:

Tracts "A" and "B" LOCH LOMOND SECTION 3, a portion of SECTION 23, Township 48 South, Range 42 East, Broward County, Florida, hereinafter called the PROPERTY.

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THE LOCH LOMOND CLUB, INC., shall initially take title to and own the property described in EXHIBIT A attached hereto and incorporated herein by reference, which area encompasses the recreational area facility, common driveways, and all parking areas.

A) The real property, and the building or buildings and other structures and improvements now or hereafter situate thereon, and all personal property of THE CLUB shall be held, used and expended for the use and benefit of the occupants of the PROPERTY, in accordance with the terms, provisions and conditions of the Articles of Incorporation, these By-Laws, and the terms, provisions, conditions and authorizations contained in the Declaration of Restrictions and Protective Covenants as recorded in the Public Records of Broward County, Florida, covering all of the PROPERTY, the terms, provisions, conditions, and authorizations of which Declaration of Restrictions and Protective Covenants shall supplement those contained in said Articles of Incorporation and these By-Laws; provided, however, that the terms, provisions and conditions of the Declaration of Restrictions and Protective Covenants shall be controlling wherever same may conflict with the Articles of Incorporation and these By-Laws, and that the terms, provisions and conditions of said Articles of Incorporation shall be controlling wherein same conflict with these By-Laws.

B) All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities or reside in the PROPERTY are subject to regulations set forth in said Articles of Incorporation, these By-Laws, and in said Declaration of Restrictions and Protective Covenants.

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C) The office of THE CLUB shall be at 530 West Sample Road, Pompano Beach, Florida, or such other place as the Board of Directors shall designate from time to time.

D) The fiscal year of THE CLUB shall be the calendar year.

E) The seal of THE CLUB shall bear the name of THE CLUB, the word "Florida", and the year of incorporation, an impression of which seal is as follows:

## 2. MEMBERSHIP, VOTING, QUORUM, PROXIES

A) The qualification of stockholders, sometimes called members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article 4 of the Articles of Incorporation of THE CLUB, the provisions of which said Article 4 of the Articles of Incorporation are incorporated herein by reference.

B) A quorum at Stockholders' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a stockholder in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C) The vote of the owners of a dwelling unit owned by more than one person or by a Corporation or other entity shall be cast by the person named in a Certificate signed by all of the owners of the dwelling unit and filed with the Secretary of THE CLUB, and such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

D) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

E) Approval or disapproval of a dwelling unit owner upon any matters, whether or not the subject of a CLUB meeting, shall be by the same person who would cast the vote of such owner if in a CLUB meeting.

F) Except where otherwise required under the provisions of the Articles of Incorporation of THE CLUB, these By-Laws, the Declaration of Restrictions and Protective Covenants, or where the same may otherwise be required by law, the affirmative vote of a majority of the stockholders represented at any duly-called members' meeting at which a quorum is present, shall be binding upon the members.

### 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

A) The Annual Members' Meeting shall be held at the office of THE CLUB or at such other place designated by the Board of Directors, at 2:00 o'clock P.M., Eastern Standard Time, on the second Tuesday in June of each year for the purpose of electing Directors and of transacting any other business authorized to be

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transacted by the members; provided, however, that, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Monday.

B) Special Members' Meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from a majority of the Stockholders.

C) Notice of all stockholder meetings, regular or special, shall be given by the President, Vice-President, or Secretary of THE CLUB, or other Officer of THE CLUB in absence of said Officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each stockholder not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each stockholder within said time. If presented personally, receipt of such notice shall be signed by the stockholder, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mails addressed to the stockholder at his post office address as it appears on the records of THE CLUB as of the date of mailing such notice, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Any stockholder may, by written waiver of notice signed by such stockholder, waive such notice, and such waiver, when filed in the records of THE CLUB, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such stockholder.

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If any stockholders' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the stockholders required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Restrictions and Protective Covenants the stockholders who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D) The order of business at Annual Stockholders' Meetings, and as far as practical, at any other Stockholders' meetings, shall be:

- i) Calling of the roll and certifying of proxies
- ii) Proof of notice of meeting or waiver of notice
- iii) Reading and disposal of any unapproved minutes
- iv) Reports of Officers
- v) Reports of Committees
- vi) Appointment of Inspectors of Election by Chairman
- vii) Election of Directors
- viii) Unfinished business
- ix) New business
- x) Adjournment

#### 4. BOARD OF DIRECTORS

A) The first Board of Directors of THE CLUB and succeeding Boards of Directors, shall consist of at least one (1) person.

B) Election of Directors shall be conducted in the following manner:

- 1) At any shareholder meeting at which the shareholders shall be entitled to elect any members of the Board of Directors, the Directors shall be elected by a plurality of the votes cast at such Meeting.

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- 11) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors.

(11) As many Directors of THE CLUB shall be elected at the Annual Meeting as there are regular terms of office of the Directors expiring at such time, and the term of office of the Directors so elected at the Annual Meeting of the stockholders each year shall be for two (2) years expiring at the second Annual Meeting following their election, and thereafter until their successors are duly elected and qualified, or until removed in the paper elsewhere provided or as may be provided by law.

(iv) Voting for Directors shall be noncumulative.

C) The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the Meeting at which they were elected, and no further notice of the organization meeting shall be necessary provided a quorum shall be present.

D) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

E) Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of any two (2) Directors. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place, and purpose of the meeting.

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F) Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

G) A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration of Restrictions and Protective Covenants. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Restrictions and Protective Covenants, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

H) The Presiding Officer of Directors' meetings shall be the Chairman of the Board, if such an Officer has been elected; and, if none, then the President shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.

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(I) There shall be no Directors' fees.

J) All of the powers and duties of THE CLUB shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of THE CLUB, these By-Laws and the Declaration of Restrictions and Protective Covenants. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these By-Laws and the Declaration of Restrictions and Protective Covenants, and shall include, without limiting the generality of the foregoing, the following:

- i) To make, levy and collect assessments, by lien or otherwise, against Stockholders to defray the costs of THE CLUB, and to use the proceeds of said assessment in the exercise of the powers and duties granted unto THE CLUB.
- ii) The maintenance, repair, replacement, operation, and management of the property of THE CLUB wherever the same is required, necessary, or convenient to be done and accomplished by THE CLUB for use of the occupants.
- iii) The reconstruction of improvements after casualty, and the further improvement of the property, real and personal, and to make and enter into any and all contracts necessary or desirable to accomplish said purposes.
- iv) To make and amend regulations governing the use of the Property, real and personal, owned by THE CLUB, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation, the Declaration of Restrictions and Protective Covenants, and these By-Laws.
- v) To acquire, operate, lease, manage and otherwise trade and deal with such property, real and personal, as may be necessary or convenient in accomplishing the purpose set forth in the Articles of Incorporation, these By-Laws and the Declaration of Restrictions and Protective Covenants.

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- vi) To pay all taxes and assessments which are liens against any part of the property of THE CLUB and the appurtenances thereto, and to assess the same against the owners of the dwelling units on the PROPERTY.
  - vii) To carry insurance for protection of THE CLUB against casualty and liability.
  - viii) To pay all costs of power, water, sewer and other utility services rendered to THE CLUB's facilities.
  - ix) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of THE CLUB.
  - x) To enforce the provisions of the Articles of Incorporation, these By-Laws, and the provisions of the Declaration of Restrictions and Protective Covenants, and to have and exercise any and all rights and powers vested in THE CLUB under said Declaration of Restrictions and Protective Covenants.
  - xi) To determine that it is in the best interests of the members and owners that a community maintenance program be provided by THE CLUB for all exterior and external maintenance included but not limited to roofs, exterior walls, driveways, sidewalks, landscaping and lawns, and to equitably assess all owners of dwelling units for the charges as determined by the Board of Directors.
- K) Any one or more of the members of the Board of Directors of THE CLUB may be removed, either with or without cause, at any time by a vote of three-fourths (3/4) of the Stockholders at any Special Meeting called for such purpose, or at the Annual Meeting.

#### ARTICLE 5. OFFICERS

- A) The executive officers of THE CLUB shall be a President who shall be a Director, a Vice-President, a Treasurer, a Secretary, and as many Assistant Secretaries or Assistant Treasurers as the Board of Directors deem appropriate,

all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting.

Any person may hold two or more offices, except that the office of President and the office of VicePresident shall not be held by the same person, nor shall the office of President and the office of Secretary or Assistant Secretary be held by the same person.

B) The President shall be the chief executive officer of THE CLUB. He shall have all of the powers and duties which are usually vested in the office of the President of an association or club, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of THE CLUB.

C) The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

D) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have custody of the seal of THE CLUB and affix the same to instruments requiring a seal when duly signed. He shall keep the records of THE CLUB, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association or club and as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

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E) The Treasurer shall have custody of all of the property of THE CLUB including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of THE CLUB in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F) The compensation of all Officers and employees of THE CLUB shall be fixed by the Directors; but, if any compensation is to be paid to an officer or employee who is also a Director, then the compensation paid to such person shall be as established by the Stockholders at the Annual Stockholders Meeting or other Special Meeting held to consider such matter.

G) All Officers shall serve at the pleasure of the Board of Directors and any officer may be removed from office at any time, with or without cause, by a majority vote of the Board of Directors.

#### 6. ASSESSMENTS

In order that THE CLUB may provide for and pay the cost of ownership, maintenance, operation, improvement and management of its property, including reconstruction after damage or destruction to all or portion thereof, and including the payment of principal, interest and other expense which may be required on any mortgage, pledge or hypothecation of any of the assets of THE CLUB, and to accomplish all of the purposes of THE CLUB as set forth in the Articles of Incorporation and By-Laws, and the Declaration of Restrictions and Protective Covenants, THE CLUB shall have the right and authority to make, levy, and collect assessments to pay its said costs and expenses against the owners of dwelling units in the PROPERTY, the said levy, assessment, and collection thereof to be operative and binding upon all of the Owners as follows:

A) All assessments levied against the Owners shall be uniform; and, unless specifically otherwise provided for herein, assessments made by THE CLUB to cover the cost of ownership, maintenance, operation, improvement and management of its property, and the cost of performing such other duties and obligations as may be placed upon it under the Declaration of Restrictions and Protective Covenants pertaining to the PROPERTY shall be levied against the Owner.

B) The assessment levied against the Owner shall be payable in annual, quarterly or monthly installments, or in such other installments or at such time as may be determined by the Board of Directors of THE CLUB.

C) The Board of Directors of THE CLUB shall establish an annual Budget in advance for each fiscal year; and such Budget shall project all expenses for the forthcoming year which may be required for the property maintenance, operation, improvement, and management of the property of THE CLUB, and the performance of all other duties and obligations imposed upon it, or undertaken by it, which may include a reasonable allowance for contingencies as may be established and determined by said Board of Directors, such Budget to take into account projected and anticipated income, if any, which is to be applied in reduction of the amounts required to be collected as an assessment each year. Such Budget, without limiting the generality of the foregoing authorizations, shall include the amounts required to pay real estate and personal property taxes, public liability and casualty insurance, management, salaries of employees, repairs, utilities, office expense, legal expense, accounting expense, landscaping, principal, interest and other expense which may become due and payable during any year on any borrowing by THE CLUB, paving or other maintenance of the common areas, and maintenance of the lawns and landscaping which may be contracted for by THE CLUB, and may include betterments, improvements and replacement of personal property.

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D) Should the Board of Directors at any time determine, in its sole discretion or in the event of emergency, that the assessments levied are or may prove to be insufficient to pay expenses of THE CLUB, the Board of Directors shall have the authority to levy such additional or special assessment or assessments as it shall deem necessary on a uniform basis as aforesaid, and to establish the time and manner for payment of such additional or special assessments.

(E) Upon adoption of the annual Budget by the Board of Directors copies thereof shall be delivered to the stockholders.

F) The funds, assets, and property of THE CLUB shall be treated as the separate property of THE CLUB and applied to the payment of any expense of owning, maintaining, operating, improving or managing THE CLUB'S property, or to the proper undertaking of all acts and duties imposed upon THE CLUB in the Declaration of Restrictions or Protective Covenants, although such funds, assets, and property of THE CLUB shall be held, used, and expended by THE CLUB solely for the benefit of the PROPERTY and common areas therein.

G) No Owner of any Dwelling Unit may exempt himself from liability for any assessment levied against him or his dwelling unit by waiver of the use or enjoyment of the property of THE CLUB held for the use and enjoyment, or benefit, of all stockholders of THE CLUB, or by abandonment of his dwelling unit or in any other way.

H) The Owner or Owners of any dwelling unit shall be personally liable, jointly and severally, as the case may be, to THE CLUB for the payment of all assessments, regular or special, which may be levied by THE CLUB while such

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party or parties are the Owner or Owners of a dwelling unit. In the event the Owner or Owners of any dwelling unit are in default in the payment of any assessment or installment thereof owed to THE CLUB, such Owner or Owners shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof, at the rate of ten percent (10%) per annum, until such delinquent assessment or installment thereof, and said interest, is fully paid, and for all cost of collecting such assessment or installment thereof, and interest thereon, including a reasonable attorney's fee whether suit be brought or not.

I). In addition to any and all other remedies which may be afforded to THE CLUB in the Articles of Incorporation and By-Laws or Declaration of Restrictions and Protective Covenants, or under the applicable laws of the State of Florida, in order to protect and preserve the interests of all stock holders or THE CLUB, THE CLUB is hereby granted a lien upon each dwelling unit to secure moneys due for all assessments, regular or special, now or hereafter levied against the Owner or Owners of each dwelling unit and each said dwelling unit which lien shall also secure interest, if any, on delinquent assessment or installments thereof, and all costs for expenses, including a reasonable attorney's fee which may be incurred by THE CLUB in enforcing this lien against each dwelling unit. The lien granted to THE CLUB may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida and THE CLUB shall be entitled to appointment of a Receiver for any dwelling unit as a matter of right, and the lien granted to THE CLUB shall secure all advances made by THE CLUB to protect and preserve its lien, and interest on all such advances at ten percent (10%) per annum. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the Ownership of a dwelling unit, or who may be given or acquire a Mortgage Lien or

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other encumbrance thereon, is hereby placed on notice of the lien rights granted to THE CLUB and shall acquire the interest in any dwelling unit subject to such lien.

J) The lien herein granted to THE CLUB shall be effective from and after the time of recording in the Public Records of Broward County, Florida, of a Claim of Lien stating description of the dwelling unit encumbered thereby, the name of the record owner, the amount of any delinquent assessment or assessments and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid, and such lien shall further secure all additional assessments which may become due and payable subsequent to the recording of any Claim of Lien. Any Claim of Lien shall be signed and verified by an officer or agent of THE CLUB and shall be duly satisfied of record upon full payment of the sums secured thereby. The Claim of Lien filed by THE CLUB shall be subordinate to the lien of any Mortgage or other lien recorded prior to the time of recording THE CLUB'S Claim of Lien.

K) In the event that any person, firm, or corporation shall acquire title to any dwelling unit or common area by virtue of any foreclosure or judicial sale, or deed in lieu of foreclosure, such person, firm or corporation so acquiring title shall not be responsible for any accrued assessments or like charges.

L. Whenever any dwelling unit be sold, leased, or mortgaged by the Owner thereof, upon written request of the Owner of such dwelling unit, THE CLUB shall furnish to the proposed purchaser, mortgagee or lessee a statement verifying the status of payment of any assessment on such dwelling unit, and any purchaser, mortgagee or lessee may rely upon such statement in concluding

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the proposed sale, mortgage, or lease transaction; and THE CLUB shall be bound by such statement. If any unit is sold, mortgaged, or leased at a time when payment of any assessment against the Owner of any Unit and such unit due to THE CLUB is in default (whether or not a Claim of Lien has been recorded by THE CLUB), then the proceeds of such sale, mortgage, or rent shall be applied by the purchaser, mortgagee, or lessee first to the payment of any then delinquent assessment or installment thereof due THE CLUB before any such said proceeds are paid to the Owner or Owners of any unit who is responsible for payment of such delinquent assessment.

K) In any voluntary conveyance of a dwelling unit, the grantee shall be jointly and severally liable with grantor for all unpaid assessments against grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of grantee to recover from grantor the amounts paid by grantee thereof, but a deed in lieu of foreclosure of any Mortgage or other Lien shall not be a voluntary conveyance under this Section.

L) Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be election by THE CLUB which shall prevent its thereafter or simultaneously seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the subsequent or simultaneous institution of suit at law to attempt to effect collection of any sums then remaining owing to THE CLUB.

O) THE LOCH LOMOND CLUB, INC., shall be responsible for sewer and certain other utility lines to be placed from time to time upon the PROPERTY encompassing the LOCH LOMOND CLUB, INC.; and all maintenance and operational expense thereof shall be a proper charge to THE LOCH LOMOND CLUB, INC.

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(P) The Club shall be responsible for, and include in the assessments upon the MEMBERS sufficient sums to provide for COMMON AREA REPAIRS to the structures and buildings constructed upon the PROPERTY.

COMMON AREA REPAIRS shall include the following:

1. All roofs. This shall include external areas and structural components
2. All party walls. Party walls are walls shared by two or more members
3. All wiring, pipes and other components contained within a Party Wall
4. All exterior walls and attachments thereto
5. All recreational buildings and facilities
6. All streets, landscaping, utilities and other common areas

In order to effect the above COMMON AREA REPAIRS, each MEMBER hereby grants an easement of accessibility for access over the MEMBERS' properties and private areas in order that authorized personnel may effect the repairs and maintenance set forth herein.

(7) FISCAL MANAGEMENT

A) The Depository of THE CLUB shall be such Bank or Banks as shall be designated from time to time by the Board of Directors and in which the moneys of THE CLUB shall be deposited. Withdrawal of moneys, from such accounts shall be only by checks signed by such persons as are authorized by the Board of Directors.

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B) An audit of the accounts of THE CLUB shall be made annually by a Certified Public Accountant, and a copy of such report shall be furnished to each member not later than April 1st of the year following the year for which the report is made. The scope of this audit shall be determined by the Board of Directors.

C) Fidelity Bonds may be required by the Board of Directors from all Officers and employees of THE CLUB and from any Contractor handling or responsible for corporate funds. The amount of such Bonds shall be determined by the Directors and premiums on such Bonds shall be paid by THE CLUB.

D) Any excess of moneys received from assessments paid by the members and held by THE CLUB at the close of its taxable year, shall be refunded to the members on an appropriate pro rata basis, or the same may be kept and used by THE CLUB to apply against future expenses of THE CLUB and/or establishment of reserves, operating, and replacement, as the Board of Directors shall deem to be expedient in their sole discretion.

8. SALE, PURCHASE, LEASE, EXCHANGE, OR MORTGAGE OF  
CORPORATE PROPERTY AND DISSOLUTION OF THE CLUB

A) THE CLUB has the absolute right, to convey or dedicate the PRIVATE ROAD to the Public for street right-of-way or sidewalk purposes at any time hereafter when the Board of Directors of THE CLUB, in its sole discretion, shall determine that such conveyance or dedication is expedient and in the best interests of the Membership, but such conveyance or dedication shall be made only upon unanimous approval of all of

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the Members of the Board of Directors, and no consent or approval of the Members shall be required for the foregoing purposes.

B) The common areas shall not be sold, leased, exchanged, or mortgaged, separately or as an entirety, without approval by vote or written consent of three-fourths (3/4) of the stockholders, which consent may be in writing or by vote of the required stockholders, at any Special or Annual Meeting of the stockholders PROVIDED, HOWEVER, that all personal property owned by THE CLUB, or necessary or convenient in the use of the common areas and the improvements thereon, may be freely sold, purchased, leased, exchanged, mortgaged or otherwise traded and dealt with by the Board of Directors in its sole discretion, without necessity for unanimous consent of all Directors, and without necessity for any approval or authorization of the stockholders therefor.

C) In the event of dissolution of THE CLUB, which shall be only with approval by vote or written consent of three-fourths (3/4) of the stockholders, the common areas if not previously dedicated to the Public, shall be conveyed and/or dedicated by proper written instrument filed by THE CLUB in favor of all of the then Owner or Owners of the dwelling units, subject to the condition that the same be used for common purposes.

#### 9. AMENDMENTS TO BY-LAWS

A) Amendments to these By-Laws may be proposed by the Board of Directors of THE CLUB acting upon vote of the majority of the Directors or by three-fourths (3/4) of the stockholders, whether meeting as members, or by instrument in writing signed by them.

B) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or Members, such proposed amendment or

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amendments shall be transmitted to the President of THE CLUB, or other Officer of THE CLUB in absence of the President, who shall thereupon call a Special Meeting of the stockholders for a date not sooner than ten (10) days or later than sixty (60) days from the receipt by such Officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each stockholder written or printed notice of such Meeting in the same form and in the same manner as notice of the call of a Special Meeting of the stockholders is required as herein set forth.

C) In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of three-fourths (3/4) of the stockholders. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of THE CLUB, and a copy thereof shall be placed in the permanent records of THE CLUB.

D) At any Meeting held to consider such amendment or amendments to the By-Laws, the written vote of any stockholder of THE CLUB shall be recognized if such stockholder is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of THE CLUB at or prior to such Meeting.

E) Amendment or Amendments to these By-Laws may also be made without the necessity for the holding of a Special Meeting of the stockholders when three-fourths (3/4) of the stockholders shall execute a written Amendment or Amendments to these By-Laws, in which event such written Amendment or Amendments shall be transmitted to the Secretary of THE CLUB and placed in the permanent records of THE CLUB and shall

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constitute an Amendment to these By-Laws in the same manner as though such Amendment or Amendments had been proposed by a majority vote of the Board of Directors or stockholders of THE CLUB and had been passed by affirmative vote of three-fourths (3/4) of the stockholders at a duly-called Special Meeting held for the purpose of considering such Amendments.

#### 10. RULES AND REGULATIONS

In addition to the powers set forth in Article 4, the Board of Directors shall by a majority vote of the Board of Directors, be empowered to promulgate from time to time certain Rules and Regulations for the conduct of all persons residing and visiting in the PROPERTY both as to their day-to-day personal conduct and as to the care of all property either owned by THE CLUB or privately owned by the owners of dwelling units.

These RULES AND REGULATIONS shall supplement the Articles of Incorporation of THE LOCH LOMOND CLUB, INC., these By-Laws and the Declaration of Restrictions and Protective Covenants of THE LOCH LOMOND CLUB, INC., and where in conflict with same shall be null and void.

The RULES AND REGULATIONS may be enforced by the Board of Directors by obtaining injunctive relief or any other legal remedy available to enforce these RULES AND REGULATIONS and in addition to the relief requested, the Board of Directors shall obtain reimbursement for all costs of enforcing these RULES AND REGULATIONS, including a reasonable attorney fee.

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The foregoing were adopted as the By-Laws of THE LOCH LOMOND CLUB, INC.,  
a corporation formed under the laws of the State of Florida, at the first  
meeting of the Board of Directors, on July 14, 1976, 1976.

  
President

(SEAL)

  
Secretary

(SEAL)

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EXHIBIT "A"

LESS the following described parcel:

Commencing at the Northwest corner of Tract A, Loch Lomond Section 3, as recorded in Plat Book 78, Pg 46, of the Public Records of Broward County, Florida; thence with a bearing of S. 0° 12' 59" E. along the West line of said Tract A a distance of 341.20 feet to a point; thence with a bearing of N. 89° 47' 01" E. a distance of 133.00 feet to the Point of Beginning; thence with a bearing of N. 0° 12' 59" W. a distance of 195.73 feet to a point; thence with a bearing of N. 89° 56' 29" E. a distance of 177.07 feet to a point; thence with a bearing of S. 0° 03' 31" E. a distance of 304.51 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 176.23 feet to a point; thence with a bearing of N. 0° 12' 59" W. a distance of 108.78 feet more or less to the Point of Beginning.

Containing 1.709 Acres more or less and subject to easements and rights-of-way of record.

RECREATION AREA, TRACT A

A parcel of land lying in Section 23, Township 48 South, Range 42 East, Broward County, Florida, said parcel being more particularly described as follows:

Commencing at the Northwest corner of Tract A, Loch Lomond Section 3, as recorded in Plat Book 78, Page 46, of the Public Records of Broward County, Florida; thence with a bearing of S. 0° 12' 59" E. along the West line of said Tract A a distance of 341.20 feet to a point; thence with a bearing of N. 89° 47' 01" E. a distance of 133.00 feet to the Point of Beginning; thence with a bearing of N. 0° 12' 59" W. a distance of 110.73 feet to a point; thence with a bearing N. 89° 56' 29" E. a distance of 61.84 feet to a point; thence with a bearing of N. 0° 03' 31" W. a distance of 30.50 feet to a point; thence with a bearing of N. 89° 56' 29" E. a distance of 55.00 feet to a point; thence with a bearing of S. 0° 03' 31" E. a distance of 192.51 feet to a point; thence with a bearing of S. 89° 56' 29" W., a distance of 55.00 feet to a point; thence with a bearing of N. 0° 03' 31" W., a distance of 35.50 feet to a point; thence with a bearing of S. 89° 47' 01" W., a distance of 61.55 feet to a point thence with a bearing of N. 0° 12' 59" W., a distance of 15.78 feet more or less to the Point of Beginning.

Containing 0.422 Acres more or less and subject to easements and rights-of-way of record.

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EXHIBIT "A"

PARKING AREA, TRACT A

A parcel of land lying in Section 23, Township 48 South, Range 42 East, Broward County, Florida, said parcel being more particularly described as follows:

Commencing at the Northwest corner of Tract A, Loch Lomond Section 3, as recorded in Plat Book 78, Page 46, of the Public Records of Broward County, Florida; thence with a bearing of S. 0° 12' 59" E. along the West line of said Tract A a distance of 314.70 feet to the Point of Beginning; thence with a bearing of S. 77° 13' 19" E. a distance of 53.37 feet to a point; thence with a bearing of N. 89° 47' 01" E., a distance of 21.00 feet to a point; thence with a bearing of N. 0° 12' 59" W. a distance of 223.40 feet to a point; thence with a bearing N. 89° 56' 29" E. a distance of 18.00 feet to a point; thence with a bearing of N. 0° 12' 59" W. a distance of 18.00 feet to a point; thence with a bearing of N. 89° 56' 29" a distance of 179.23 feet to a point; thence with a bearing of S. 0° 03' 31" E., a distance of 18.00 feet to a point; thence with a bearing of N. 89° 56' 29" E. a distance of 55.00 feet to a point; thence with a bearing of N. 0° 03' 31" W. a distance of 18.00 feet to a point; thence with a bearing of N. 89° 56' 29" E. a distance of 27.00 feet to a point; thence with a bearing of S. 0° 03' 31" E. a distance of 18.00 feet to a point; thence with a bearing of N. 89° 56' 29" E. a distance of 18.00 feet to a point; thence with a bearing of S. 0° 03' 31" E. a distance of 148.23 feet to a point; thence with a bearing of N. 89° 56' 29" E. a distance of 80.00 feet to a point on the East line of Tract A; thence with a bearing of S. 0° 03' 31" E. along the East line of Tract A a distance of 41.00 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 27.00 feet to a point; thence with a bearing of N. 77° 18' 04" W. a distance of 54.37 feet to a point; thence with a bearing of S. 0° 03' 31" E. a distance of 211.28 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 18.00 feet to a point; thence with a bearing of S. 0° 03' 31" E. a distance of 18.00 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 108.00 feet to a point; thence with a bearing of N. 0° 03' 31" W. a distance of 18.00 feet to a point; thence with bearing of S. 0° 03' 31" E. a distance of 18.00 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 36.00 feet to a point; thence with a bearing of N. 0° 03' 31" W. a distance of 18.00 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 27.00 feet to a point; thence with a bearing of S. 0° 03' 31" W. a distance of 18.00 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 72.00 feet to a point; thence with a bearing of N. 0° 12' 59" W. a distance of 18.00 feet to a point; thence with a bearing of S. 89° 56' 29" W. a distance of 18.00 feet to a point; thence with a bearing of N. 0° 12' 59" W. a distance of 136.11 feet to a point; thence with a bearing of S. 89° 47' 01" W. a distance of 73.00 feet to a point on the West line of Tract A; thence with a bearing of N. 0° 12' 59" W. along the West line of Tract A a distance of 41.00 feet more or less to the Point of Beginning.

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ARTICLES OF INCORPORATION

OF

THE LOCH LOMOND CLUB, INC.

(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida, for the Formation of Corporations Not For Profit, we, the undersigned hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

1. NAME

The name of the proposed corporation shall be:

THE LOCH LOMOND CLUB, INC.

2. PURPOSES

The purposes and objects of the corporation shall be to acquire, construct, improve, maintain and operate certain real property, and building or buildings and other structures and improvements which may now or hereafter be placed thereon, which said real property is situate, lying and being in Broward County, Florida, described as follows, to-wit:

Tracts "A" and "B", LOCH LOMOND SECTION 3, a portion of Section 23, Township 48 S. Range 42 E, Broward County, Florida, hereinafter called the Property;

and to collect assessments for the exterior maintenance of the buildings and grounds on all LOTS in the same Property, and to acquire, own, lease, improve,

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sell, trade, maintain and operate such personal property as may be necessary or convenient in, to, or upon the above real property and building or buildings and other structures and improvements thereon, and to do and accomplish any and all acts and duties pertaining to the Property above described, all of the foregoing in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation, the By-Laws of this corporation which may hereafter be adopted, and in the Declaration of Restrictions and Protective Covenants which have been and will be recorded in the Public Records of Broward County, Florida, covering the Property. The corporation shall be conducted as a non-profit organization for the use and benefit of its members.

THE LOCH LOMOND CLUB, INC. shall have the right to control the exterior maintenance of dwellings and improvements constructed in the Property and maintenance of landscaping, shrubbery and lawns in the Property.

### 3. POWERS

The corporation shall have the following powers:

A. The corporation shall have all of the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation is chartered, and all of the powers and privileges which may be granted unto said corporation under any other applicable laws of the State of Florida.

B. The corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the corporation, including but not limited to the following:

(1) To make and establish reasonable rules and regulations governing the use of property, real and personal, now or hereafter owned by the corporation.

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(2) To levy and collect assessments against the stockholders of the corporation, to defray the expenses of maintaining ownership of the property, real and personal, of the corporation, and maintaining and operating the same in the interests of its stockholders and to provide such services and benefits as may be necessary and convenient for the welfare of the stockholder and for the usefulness of its property, including the right to levy and collect assessments for the purpose of acquiring, leasing, maintaining, repairing, replacing, managing, and operating all property, whether real or personal, to accomplish the purposes of the corporation, all as may be provided in the By-Laws of this corporation which may be hereafter adopted, and in the Declaration of Restrictions and Protective Covenants which have been or will be recorded in the Public Records of Broward County, Florida, covering the Property.

(3) To make and enter into any and all contracts necessary or desirable to accomplish the purposes of the corporation, and to maintain, repair, replace, operate and manage the property of the corporation, to reconstruct improvements after casualty and make further improvements of the property, and to borrow moneys which may be necessary or convenient to accomplish said purposes, and to mortgage, pledge or hypothecate any property of the corporation as an incident to any borrowing.

(4) To enforce the provisions of these Articles of Incorporation, the By-Laws of the corporation which may be hereafter be adopted, and the provisions of the Declaration of Restrictions and Protective Covenants which have been or will be recorded in the Public Records of Broward County, Florida, covering the Property, and to have and exercise any and all rights and powers vested in this corporation under said Protective Covenants, and to enforce the rules and regulations governing the use of property of the corporation as the same may be hereafter established,

(5) To convey, or dedicate any portion of the Property to the public for street right-of-way and/or sidewalk purposes at such time as the corporation may hereafter deem it expedient and in the best interest of its members, such conveyance or the dedication to be at the sole discretion of the Board of Directors.

#### 4. MEMBERS

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

A. The owners or owner of each dwelling unit in the Property shall be members of the corporation, and no other persons or entities shall be entitled to membership.

B. Membership shall be established by the acquisition of title to a dwelling unit in the Property or by acquisition of an ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own an interest in two or more units so long as such party shall retain title to or a fee ownership interest in any unit.

C. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit. The funds and assets of the corporation shall belong solely to the corporation subject to the limitation that the same be expended, held or used for the benefit of the Membership and for the purposes authorized herein, in the By-Laws which may be hereafter adopted, and in the Declaration of Restrictions and Protective Covenants which have been or will be recorded in the Public Records of Broward County, Florida, covering the Property.

D. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each unit in the Property, which vote may be exercised or cast by the owner or owners of each unit in such manner as may be provided in the By-Laws hereafter adopted by the corporation. Should any member own more than one unit, such member shall be entitled to exercise or cast as many votes as he owns units, in the manner provided by said By-Laws.

E. Until Zahn Builders, Inc. has conveyed <sup>86</sup> units to the ultimate purchasers, the membership shall be solely the subscribers to these Articles of Incorporation, unless Zahn Builders, Inc. shall elect by an Affidavit to advise the Loch Loosd Club, Inc. that this Article 4E shall no longer be of any cause and effect.

#### 5. TERM

The corporation shall have perpetual existence.

#### 6. PRINCIPAL OFFICE

The principal office of the corporation shall be located at 900 N. W. 34th Street, Pompano Beach, Florida, 33064; but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

## 7. ASSESSMENTS

The private property of the members shall not be subject to the payment of corporate debts of the corporation to any extent whatsoever; provided that this provision shall not in any manner limit the obligation of each member unto the corporation as set forth and contained in these Articles of Incorporation, the By-Laws which may be hereafter adopted, and the present or future Declaration of Restrictions and Protective Covenants, or limit the right of the corporation to levy and assess members for their proportionate share of the expenses of the corporation, and to enforce collection of such assessments in such manner as may be reserved to the corporation in these Articles, and said By-Laws and any Declaration of Restrictions and Protective Covenants.

## (B) ADMINISTRATION

The affairs of the corporation shall be managed by the President of the CORPORATION assisted by the Vice President, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the property of the corporation and the affairs of the corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the CORPORATION or a Director or Officer of the CORPORATION, as the case may be.

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#### 9. DIRECTORS

The number of members of the first Board of Directors of the corporation shall be three. The persons named herein as members of the first Board of Directors of the corporation shall act and serve as Directors until the first Annual Meeting of the membership held after January 1, 1980 and until said Annual Meeting of the membership ZAHN BUILDERS, INC., a Florida corporation, shall have the right to designate and select the person or persons who will serve as members of the Board of Directors of the corporation from time to time in the event of the death, resignation or inability of any person named herein as a Director to serve in such capacity; provided, however, that, in the event ZAHN BUILDERS, INC., shall no longer be the owner of any Lot in the Property prior to said date, then said ZAHN BUILDERS, INC., shall no longer have the right to designate and select the persons who shall serve as members of the Board of Directors of the corporation, and a Special Meeting of the membership shall be held for the purpose of electing a new Board of Directors to serve until the next Annual Meeting. After ZAHN BUILDERS, INC., no longer selects the members of the Board of Directors, the number of Directors shall be five (5).

After January 1, 1980, the number of members of succeeding Board of Directors shall be as provided from time to time by the By-Laws of the corporation and after January 1, 1980, except as hereinabove expressly provided, the members of the Board of Directors shall be elected by the members of the corporation at the Annual Meeting of the members as provided in the By-Laws of the corporation and at least a majority of the Board of Directors shall be members of the corporation and shall be authorized representatives, officers or employees of a corporate member of the corporation.

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#### 10. OFFICERS

The Board of Directors shall elect a President, Vice-President, Secretary and Treasurer, and as many Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

#### 11. INITIAL DIRECTORS

The names and Post Office addresses of the first Board of Directors who, subject to the provisions of these Articles of Incorporation; the By-Laws, and the laws of the State of Florida, shall hold office for the first year of the CORPORATION'S existence, or until their successors are elected and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert C. Zahn	500 N. W. 34th Street, Pompano Beach, Fla., 33064
Roger C. Zahn	500 N. W. 34th Street, Pompano Beach, Fla., 33064
George W. Freund	500 N. W. 34th Street, Pompano Beach, Fla., 33064

#### 12. SUBSCRIBERS

The Subscribers to these Articles of Incorporation are the three (3) persons herein named to act and serve as members of the first Board of Directors of the corporation, the names of which Subscribers and their respective Post Office addresses are more particularly set forth in Article 11 above.

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### 13. INITIAL OFFICERS

The Officers of the CORPORATION who shall serve until the first election under these Articles of Incorporation shall be the following:

PRESIDENT:	Roger C. Zahn	500 N. W. 34th Street Pompano Beach, Florida 33064
VICE-PRESIDENT:	Robert C. Zahn	500 N. W. 34th Street Pompano Beach, Florida 33064
SECRETARY:	Robert C. Zahn	500 N. W. 34th Street Pompano Beach, Florida 33064
TREASURER:	Roger C. Zahn	500 N. W. 34th Street Pompano Beach, Florida 33064

### 14. BY-LAWS

The original By-Laws of the CORPORATION shall be adopted by a majority vote of the members of the CORPORATION present at a meeting of members at which a majority of the membership is present, and thereafter such By-Laws may be altered or rescinded only in such manner as said By-Laws may provide, as proposed by the Board of Directors of THE CLUB acting upon vote of the majority of the Directors, or by members of THE CLUB owning three-fourths (3/4) of the units.

### 15. LIABILITY

Every Director and every officer of the CORPORATION shall be indemnified by the CORPORATION against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding 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

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CORPORATION, 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 wilful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the CORPORATION. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

16. AMENDMENT

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the CORPORATION acting upon a vote of the majority of the Directors, or by the members of the corporation owning a majority of the units in the Property, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors, such proposed Amendment or Amendments shall be transmitted to the President of the CORPORATION or other Officer of the CORPORATION in the absence of the President, who shall thereupon call a Special Meeting of the Stockholders of the CORPORATION for a date not sooner than ten (10) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each Stockholder written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed Amendment or Amendments in reasonably

BK22073PG0995

alter the right of ZAHN BUILDERS, INC., to designate and select members of the Board of Directors of the corporation, as provided in Article 9 hereof, may be adopted or become effective without the prior written consent of ZAHN BUILDERS, INC.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 20 day of July, 1976.

Roger C. Zahn  
Roger C. Zahn

Robert C. Zahn  
Robert C. Zahn

George W. Freund  
George W. Freund

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROGER C. ZAHN, ROBERT C. ZAHN and GEORGE W. FREUND, known to me to be the persons described in and who executed the foregoing instrument; and they did acknowledge to and before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 20th day of July, 1976.

Katherine B. Kerley  
Notary Public

My Commission Expires

July 1, 1977  
in the County of Broward, State of Florida

BK22073PC0997

FIRST AMENDMENT TO ARTICLES OF INCORPORATION

OF

THE LOCH LOMOND CLUB, INC.

WHEREAS on July 20, 1976, ROGER C. ZAHN, ROBERT C. ZAHN and GEORGE W. FREUND did as subscribers to THE LOCH LOMOND CLUB, INC., set forth the Articles of Incorporation as filed with the Secretary of State on July 27, 1976;

WHEREAS in Article 4-E, the subscribers to the Articles of Incorporation did reserve the right to be the sole members of the Corporation until one hundred and eighty (180) Units were conveyed to the ultimate purchasers of the residential units contained in the property set forth in Article 2;

WHEREAS in Article 16, the Corporation reserved the right to amend these Articles of Incorporation in various ways, from time to time, by certain procedures, the subscribers herewith acting as subscribers and as directors do hereby amend these Articles of Incorporation by adding a new Sub-Paragraph 4-F as follows:

F. The owners and occupants of the following described property:

Lot	1,	Block	9,	Loch Lomond Section	3,	Broward County,	Pompano Beach,	Fla.
"	2,	"	9,	"	"	"	"	"
"	7,	"	10,	"	"	"	"	"
"	8,	"	10,	"	"	"	"	"

which number shall not exceed sixteen (16) residential units, shall have the exclusive use of the recreational facilities of THE LOCH LOMOND CLUB, INC.

These occupants shall have right to use all recreational facilities contained

BK22073F60998

in the Recreation Area, Tract A, as more specifically set forth on page 2 of Exhibit "A" to the By-Laws of THE LOCH LOMOND CLUB, INC., which are incorporated herein by reference.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 11<sup>th</sup> day of May, 1977.

[Signature]  
ROGER C. ZAHN

[Signature]  
ROBERT C. ZAHN

[Signature]  
GEORGE W. FREUND

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROGER C. ZAHN, ROBERT C. ZAHN and GEORGE W. FREUND, known to me to be the persons described in and who executed the foregoing instrument; and they did acknowledge to and before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 11<sup>th</sup> day of May, 1977.

My Commission Expires:

[Signature]  
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires July 1, 1977  
Funded by American Fire & Casualty Co.

BK22073PE0999

SECOND AMENDMENT TO ARTICLES OF INCORPORATION

OF

THE LOCH LOMOND CLUB, INC.

WHEREAS, on 20 July 1976, ROGER C. ZAHN, ROBERT C. ZAHN and GEORGE W. FREUND did, as subscribers to THE LOCH LOMOND CLUB, INC., set forth the Articles of Incorporation as filed with the Secretary of State on 27 July 1976; and

WHEREAS, in Article 4-E, the subscribers to the Articles of Incorporation did reserve the right to be the sole members of the Corporation until one hundred and eighty (180) Units were conveyed to the ultimate purchasers of the residential units contained in the property set forth in Article 2; and

WHEREAS, in Article 16, the Corporation reserved the right to amend these Articles of Incorporation in various ways, from time to time, by certain procedures, the subscribers herewith acting as subscribers and as directors, do hereby amend these Articles of Incorporation as follows:

1. All references to Tract B of Loch Lomond Section 3, as recorded in Plat Book 78 at Page 46 of the Public Records of Broward County, Florida are hereby deleted.
2. Subparagraph 4-E is hereby deleted, and in its stead, the following:

E. Until Zahn Builders, Inc. has conveyed eighty-six (86) units to the ultimate purchasers of residential units in Tract A of Loch Lomond Section 3 as recorded in Plat Book 78 at Page 46, of the Public Records of Broward County, Florida, the membership shall be solely the subscribers to these Articles of Incorporation, unless Zahn Builders, Inc. shall elect by an Affidavit to advise THE LOCH LOMOND CLUB, INC. that this Article 4-E shall no longer be of any cause and effect.

BK22073PG1000

3. Subparagraph 4-F is hereby deleted, and in its stead, the following:

F. The owners and occupants of Lot 2, Block 9, Loch Lomond Section 3, as recorded in Plat Book 78 at Page 46 of the Public Records of Broward County, which number shall not exceed four (4) residential units, shall have the non-exclusive use of the recreation facilities of THE LOCH LOMOND CLUB, INC. These occupants shall have the right to use all recreational facilities contained in the recreation area of Tract A, Loch Lomond Section 3, and shall be governed by the Articles of Incorporation and By-Laws of THE LOCH LOMOND CLUB, INC., which are incorporated herein by reference.

4. Effective concurrently with the date of this Amendment, membership in THE LOCH LOMOND CLUB, INC. and use of the recreational facilities located on Tract A of Loch Lomond Section 3 shall be limited to owners of residential dwelling units located on Tract A of Loch Lomond Section 3 and those previously admitted to the use thereof. Any change, alteration or amendment to this paragraph 4. shall require the approval of all institutional lenders with mortgage liens on real property located in Tract A of Loch Lomond Section 3.

IN WITNESS WHEREOF, the Subscribers and Directors have hereunto set their hands and seals this 28 day of October, 1977.

  
ROGER D. ZAHN

  
ROBERT C. ZAHN

  
GEORGE W. FREUND

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally



MEMO: Legality of witness  
names or phone unsatisfactory in  
this document when incorporated

THIRD AMENDMENT TO ARTICLES  
OF INCORPORATION AND BY-LAWS

FILED  
MAR 28 1976  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

BR22073PC1002

Amendment to the Declaration of the Loch Lomond Club,  
Inc., a Florida Corporation which Articles were filed on the 27th day  
of July, 1976; and

WHEREAS, the By-Laws of the Loch Lomond Club, Inc., were  
attached to said Articles of Incorporation; and

WHEREAS, at a duly called meeting of the Membership of  
the Loch Lomond Club, Inc., a Florida Corporation, at which a quorum  
was present, the aforesaid Declaration and By-Laws were amended pur-  
suant to the requirements of the Association documents.

NOW, THEREFORE, the undersigned hereby certifies that the  
following Amendments to the Declaration and By-Laws are true and correct  
copies of said Amendments:

Amendment to Article III, Section A:

The annual members' meeting shall be held at 7:30 p.m.,  
at a place designated by the Board of Directors of Loch  
Lomond Club, Inc., on the third (3rd) Wednesday in January  
of each year for the purpose of electing directors and of  
transacting any other business authorized to be transacted  
by said members; it is provided, however, that if that day  
shall be a legal holiday, the meeting shall be the same hour  
on the next succeeding Wednesday.

WITNESS our signatures hereto set before this 24th day

of May, 1984, at Pompano Beach, Florida.

DATE OF ADOPTION OF AMENDMENT: 5/24/84

LOCH LOMOND CLUB, INC.

Frank N. Arnt, Jr.  
WITNESS

George W. Spingarn  
WITNESS

Frank N. Arnt, Jr.  
WITNESS

George W. Spingarn  
WITNESS

BY: Ralph T. Mason  
PRESIDENT

BY: Alberta M. Wood  
SECRETARY

BK22073PC1003

STATE OF FLORIDA  
COUNTY OF BROWARD

Sworn to and subscribed before me this 24 day of  
May 1984, by Ralph T. Mason, the President and  
Alberta M. Wood, the Secretary, known to me to be the  
individuals described above and who acknowledged before me that they  
executed the foregoing document.

Linda J. Tillman  
NOTARY PUBLIC, State of Florida  
at large

My Commission Expires

Notary Public, State of Florida at Large  
My Commission Expires May 8, 1985  
Bundled thru Central Int. Binders

This Instrument Prepared By: DAVID A. DANCU, ESQUIRE  
4901 North Federal Hwy.  
Suite 480  
Ft. Lauderdale, Fl. 33308

**THE LOCH LOMOND CLUB, INC.**  
**RULES AND REGULATIONS**

The following are the revised Rules and Regulations of The Loch Lomond Club, as of February 12, 1991, for the Ownership and Operation of THE LOCH LOMOND CLUB, INC. Revisions will be published from time to time.

**ANTENNAS:** NO outside antennas are allowed in The Loch Lomond Club, Inc.

**CHILDREN:** NO children per one (1) bedroom, one (1) child per two (2) bedroom unit and two (2) children per three (3) bedroom unit are the maximum numbers of children per unit.

**CLOTHES LINES:** NO clothes lines are allowed in yards or patios. NO drying of towels, cleaning supplies or clothing on fences.

**IMPROVEMENTS:** NO improvements, alterations or changes, whether permanent or temporary, to the exterior of any residence in THE LOCH LOMOND CLUB, INC. are allowed without written request and written consent of the BOARD OF DIRECTORS.

**LANDSCAPING:** NO changes, additions or deletions in the landscaping of any residence or common area may be made without written consent of the BOARD OF DIRECTORS. All areas not covered by buildings, structures or paved parking facilities shall be maintained as green areas and shall be maintained to the pavement edge of any abutting streets. NO stone, gravel or paving of any type shall be used as a lawn unless approved as part of the landscaping plan. NO trees are to be planted inside the patio.

**PAINTING:** NO color changes on exterior paint shall be allowed.

**YARDS:** NO construction of any structure or appurtenance shall be allowed without written consent of the BOARD OF DIRECTORS. NO parking of any vehicle, boats, recreational vehicles, trucks, motorcycles or similar items shall be allowed in yards, green areas, or patios of any unit. NO swimming pools or playground equipment or like items to be built or placed in any yard. Children are not allowed to play on grass areas.

**VEHICLES & BOAT PARKING:** NO trucks over one (1) ton, NO commercial vehicles, recreational vehicles, boats or any trailers shall be parked in THE LOCH LOMOND CLUB, INC. at any period whatsoever. ONLY TWO VEHICLES ARE ALLOWED PER UNIT TO BE PARKED INSIDE THE LOCH LOMOND CLUB, INC. Automobiles, trucks under one(1) ton and motorcycles shall be parked ONLY in the two (2) spaces designated for each unit. These vehicles may not be parked in other units' parking spaces, in patios, yards, lawns, roadways or at the recreational facility. NO UNLICENSED OR INOPERABLE VEHICLE MAY BE PARKED WITHIN THE COMPLEX AT ANY TIME. ANY VEHICLE PARKED IN THE FIRE LANE WILL BE TOWED OUT OF THE CLUB WITHOUT NOTICE, AT THE OWNER'S EXPENSE. Spaces designated for guests are not to be used for any permanent parking.

**RESIDENTIAL USE:** The use of each residential unit is restricted to one (1) family and shall be used for private residential purposes only. Any single resident shall be allowed a MAXIMUM of one (1) roommate. Any prospective roommate must be approved by The BOARD OF DIRECTORS before occupancy. An application form for screening and approval will be provided by the Secretary of THE LOCH LOMOND CLUB, INC. Guests shall be limited to a visit of four (4) weeks. In the absence of the unit owner, the names of any family members and their length of stay must be given to the BOARD OF DIRECTORS prior to the arrival of said members.

THE BOARD OF DIRECTORS MUST BE NOTIFIED by unit owners who are seasonal residents of any change of address etc.

**PRIVATE DWELLING:** The owner or owners of each unit shall maintain and repair said residence and shall keep the interior thereof in a state of good condition and appearance, and shall pay assessments for the exterior of said residence to be painted or refinished at regular intervals.

NO unit owner shall repair, refinish, renovate or alter the exterior of a unit without written consent from the BOARD OF DIRECTORS.

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Page 2  
RULES AND REGULATIONS CONT'D.:

SALES: ALL prospective purchasers must be approved by the majority of the BOARD OF DIRECTORS before the sale of any unit is consummated. There will be a screening fee of Fifty (\$50.00) dollars, which must be paid, prior to the consideration of an application. Applications will be available from the Secretary. It is the Seller's responsibility to provide the Purchaser with a copy of the Rules and Regulations, the By-Laws and Articles of Incorporation of THE LOCH LOMOND CLUB, INC.

LEASES: ALL prospective renters must be approved by the majority of the BOARD OF DIRECTORS before the rental of any unit is consummated. There will be a screening fee of Fifty (\$50.00) dollars, which must be paid, prior to the consideration of an application. Applications will be available from the Secretary. NO UNIT SHALL BE LEASED MORE THAN ONCE EACH CALENDAR YEAR.

NO FOR SALE SIGNS, NO FOR RENT SIGNS, NO SIGNS OTHER THAN OFFICIAL LOCH LOMOND CLUB, INC. SIGNS, SHALL BE POSTED ON THE PREMISES AT ANY TIME. THIS INCLUDES SWALES, EASEMENTS, WINDOWS, AND FENCES.

WALLS AND FENCES: NO wall, fence or shrubbery hedge shall be constructed on any lot/parcel other than the original landscaping plan without written consent of the BOARD OF DIRECTORS.

PETS: NO new pets weighing over thirty (30) lbs. allowed. One domestic pet weighing no more than (30) lbs. or two domestic pets weighing in the aggregate of thirty (30) lbs. are allowed in each residence. NO pet shall be allowed outside a residence unless leashed and NO pet shall be allowed to disturb neighbors in any way. DOGS MUST BE WALKED OUTSIDE CLUB IN THE SWALE AREA.

PARTY WALLS: Any maintenance of party walls shall be paid for by the Club. (See By-Laws, Paragraph 6-P)

ROOFS: Roofs and exterior walls shall be maintained and repaired by THE LOCH LOMOND CLUB, INC. as its Directors shall from time to time determine.

AIR CONDITIONERS: Each unit owner shall be responsible for that unit's air-conditioner.

POOL: NO child under 12 years of age shall be allowed at the pool without an adult 18 years or over. DO NOT EXPECT OTHERS TO BABY-SIT. NO GLASS CONTAINERS OR FOOD ALLOWED IN POOL AREA AT ANY TIME. PROPER BATHING ATTIRE MUST BE WORN. NO CUT-OFFS. SUN TAN OILS AND LOTIONS ARE TO BE SHOWERED OFF BEFORE ENTERING POOL. HAVE RED IDENTIFICATION TAG AT ALL TIMES IN POOL OR TENNIS COURT. KEYS MUST NOT BE LOANED TO NON-RESIDENTS. NO PETS IN POOL AREA OR LAUNDRY ROOM AT ANY TIME. NO PETS ON TENNIS COURT. NO MORE THAN THREE (3) GUESTS PERMITTED IN THE POOL AREA FOR ANY ONE UNIT AT ANY TIME.

REVISIONS OF RULES AND REGULATIONS: At each revision of the Rules and Regulations, every unit owner and lessee shall be provided with a copy.

THE ARTICLES OF INCORPORATION AND THE BY-LAWS of THE LOCH LOMOND CLUB, INC., and any DECLARATIONS OF RESTRICTIONS and PROTECTIVE COVENANTS are incorporated as additional RULES and REGULATIONS OF THE LOCH LOMOND CLUB, INC.

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

BK22073FC1005

CERTIFICATION OF AMENDMENT TO THE BY-LAWS  
OF  
THE LOCH LOMOND CLUB, INC.

WHEREAS, The Loch Lomond Club, Inc. has filed its By-Laws and all amendments thereto in the Public Records of Broward County, Florida;

WHEREAS, The Loch Lomond Club has the right to amend the By-Laws pursuant to Article 9 of the By-Laws; and

WHEREAS, in accordance with the provisions of the By-Laws and having received the necessary written votes of the stockholder, the attached represents amendments to Bylaws by adding an Article 11 to the Bylaws.

IN WITNESS WHEREOF, we set our hands and seal as of the date first above written.

Signed, sealed and delivered  
in the presence of:

J. Mammillo  
Burke Bruner

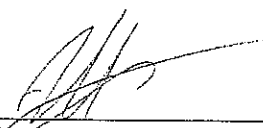
Burke Bruner  
J. Mammillo

Todd Bruner, President/Director

Erskine Dailey, Director

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

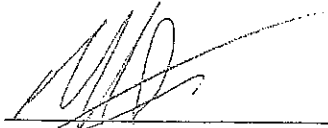
The foregoing instrument was acknowledged before me this 9 day of February 2011,  
by Todd Bruner, as President/Director of The Loch Lomond Club, Inc., a Florida corporation, who  
is personally known to me or who has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public (Signature)

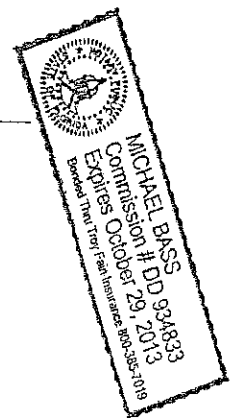
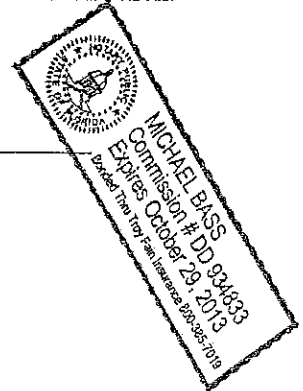
(SEAL)

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

The foregoing instrument was acknowledged before me this 9 day of February 2011,  
by Erskine Dailey, as Director of Loch Lomond Club, Inc., a Florida corporation, who is personally  
known to me or who has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public (Signature)

(SEAL)



## AMENDMENT

The By-Laws are amended to add an Article 11, which shall provide as follows:

### 11. Sale, Lease and Occupancy of Units

A) Rental and Sale Restrictions. Should an Owner wish to sell or lease their property, the owner shall, before accepting any offer to sell or lease, deliver to the Association i) a written Notice containing the terms of the offer received or which the owner wishes to accept, ii) an executed copy of the purchase contract or lease, iii) the name and address of the person(s) to whom the proposed sale or lease is to be made, iv) bank references, v) individual references – local, if possible, vi) the name and age of any child or children who shall reside in the Property vii) and such other information as may be required by the Board of Directors of the Association, together with the application fee, which fee shall be as determined from time to time by the Association. Applications will be available from the Board of Directors. As part of the Notice, the intended purchaser(s) or lessee(s) must schedule a personal interview to be interviewed by as least two (2) Board Members before the sale or lease is consummated and the proposed purchaser(s) or lessee(s) move into the unit. The prospective purchaser(s) or lessee(s) must agree to a background investigation including, but not limited to, criminal history, prior residential history, credit history and civil litigation history. It shall be the responsibility of the seller/lessor of the property to provide the purchaser/lessee with a copy of the Rules and Regulations, By-Laws, Articles of Incorporation, Declaration of Covenants and Restrictions and any other governing documents of the Association and any amendments to these documents. Any person occupying a unit who has not been approved for occupancy and who is not a guest shall be deemed to be occupying the unit as a lessee regardless of the presence or absence of the payment of rent/consideration with respect to the occupancy.

The Board of Directors of the Association, acting by a majority, within thirty (30) days after receiving the Notice and such supplemental information as may be required by the Board of Directors, shall, by written notification delivered to the seller/lessor at the address on file with the Association and to the and purchaser/lessee, either consent to the sale or lease or object to the sale or lease for good cause, which cause need not be set forth in the notice from the Board of Directors. However, the Association shall not unreasonably withhold its consent to the prospective sale or lease. "Good cause" and "reasonably withholding consent" includes, but is not limited to:

1) The person(s) seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude, and has not had his/her civil rights restored.

2) The sale or lease on its face, or the conduct of the applicant(s) (including all proposed occupants), indicates that the person(s) seeking approval intends to conduct himself/herself in a manner inconsistent with the Association's documents, or that the sale or lease, if approved, would result in a violation of the Association's documents.

3) The person(s) seeking approval (including all proposed occupants) has a history of disruptive behavior or a disregard for the rights or property of others as evidenced by his/her conduct in other residences, social organizations or associations, or by his/her past conduct in The Loch Lomond Club as a tenant, occupant or owner of property in Loch Lomond.

4) The person(s) seeking approval (including all proposed occupants) has failed to provide the information required to process the application in a timely manner, has materially misrepresented any fact or information provided in the application or screening process, has failed to pay the application fee or payment has been dishonored, has failed to make an appointment for or attend the personal screening, or has not agreed, failed to provide or refused to release to the Association the background investigation.

5) As concerns a lease, the owner seeking to lease his/her property is delinquent in the payment of any assessments or other sums owed to the Association.

6) Inquiry into the financial responsibility of the person(s) seeking approval indicates an inability to own or lease the Property.

Any attempt by an Owner to sell or lease his/her Property without first giving notice to the Association shall be deemed a breach of the Governing Documents of the Association. As such, the sale or lease and shall be deemed null and void and shall confer no interest whatsoever upon the new owner(s) or lessee(s). Therefore, the prospective owner(s) or lessee(s) cannot move into the unit unless and until the prospective owner(s) or lessee(s) is/are approved to rent the unit.

No unit shall be leased more than once during any 365 day period. To the extent an owner leases his/her property for less than one year, the property cannot be relet until the passage of 365 days from the date of commencement of the last lease that was in existence on the property. If the conduct of the tenant is deemed not satisfactory or does not conform to the Rules and Regulations, the Board of Directors must notify the owner that the lease will not be renewed at least sixty (60) days prior to the renewal.

The subleasing, assigning or sub-renting of the Property shall be prohibited.

Effective the date of recording of this Amendment, any purchaser of a unit shall be prohibited from leasing said unit for a period of one (1) year from the date the purchaser obtained ownership of the unit. This restriction shall not apply to any unit upon which there existed a contract for purchase prior to the effective date of the Amendment. Further, the one (1) year leasing restriction shall not apply to the Association in the event the Association is the purchaser of a property at a foreclosure sale. In the event the Association is the purchaser of a property at a foreclosure sale, it shall be entitled to rent the property as soon as it receives a certificate of title. The Association shall be bound to all other rental restrictions as set forth in this Amendment.

The Property may only be sold or rented to a single family, for private residential purposes only. Any single resident shall be allowed a maximum of one (1) roommate per bedroom. Roommates are subject to all regulations of the Association, including, but not limited to the obligation to make application and be screened and approved to reside in the unit. The maximum number of children



allowed per unit are: a) no children per one (1) bedroom unit, b) one (1) child per two (2) bedroom unit and c) two (2) children per three (3) bedroom unit.

Except for those owners' who are currently renting their unit(s) to a tenant under the Section 8 Housing Choice Voucher Program sponsored by the Department of Housing and Urban Development, effective the date of recording of this Amendment, no owner can thereafter participate in the Section 8 Housing Choice Voucher Program sponsored by the Department of Housing and Urban Development. As a result, effective the date of recording of this Amendment, the Association shall be permitted to reject any rental application that is submitted under the Section 8 Housing Choice Voucher Program sponsored by the Department of Housing and Urban Development. With regard to any current tenant(s) renting a unit under the Section 8 Housing Choice Voucher Program sponsored by the Department of Housing and Urban Development, said tenant(s) shall be permitted to complete the term of their tenancy, and permitted to renew the lease as permitted by the Governing Regulations of The Loch Lomond Club.

Effective the date of recording of this Amendment, no person, whether in their individual name, with another, or in the name of a corporation, limited liability company, limited liability partnership, limited partnership or partnership in which they are a shareholder, member, limited partner, general partner or partner, may own more than two units in The Loch Lomond Club. Effective the date of recording this Amendment, to the extent a person, whether in their individual name, with another, or in the name of a corporation, limited liability company, limited liability partnership, limited partnership or partnership in which they are a shareholder, member, limited partner, general partner or partner, obtains ownership in more than two units, the Deed to any unit after ownership of two units shall be deemed void and subject to cancellation by a Court of Law. To the extent a person, whether in their individual name, with another, or in the name of a corporation, limited liability company, limited liability partnership, limited partnership or partnership in which they are a shareholder, member, limited partner, general partner or partner, owns more than two units in The Loch Lomond Club prior to the date of recording of this Amendment, said ownership shall be grandfathered, however, once there is ownership of two or fewer units, such person, whether in their individual name, with another, or in the name of a corporation, limited liability company, limited liability partnership, limited partnership or partnership in which they are a shareholder, member, limited partner, general partner or partner, may not acquire another unit in The Loch Lomond Club if the total number of units owned exceed two.

Guests of an owner or lessee shall be limited to a visit of four (4) weeks per year. In the absence of the unit owner, the names of any family members and their length of stay must be given to the Board of Directors prior to the arrival of said members.

The Board of Directors must be notified by all unit owners who are non-residents or seasonal residents of any change of address.

No resident, whether an owner, lessees or guest shall be allowed to disturb other residents (e.g., loud stereos, TV's, musical instruments, vehicles, etc.).

After approval, the Property may only be occupied by the approved owner(s) or lessee(s) and those persons who are listed on the application as permanent occupants and those who were screened and approved by the Board at the time the prospective owner(s) or lessee(s) was/were screened and approved. Any time after the original screening, any person or persons, regardless of their relationship to the owner(s) or lessee(s), desiring permanent occupancy, must be screened and approved by the Board, which shall include payment of the application fee. No persons other than those specifically approved for occupancy shall be permitted to permanently reside in the Property.

The liability of the Owner shall continue, notwithstanding the fact that the owner may have leased their unit. Every lessee shall take residency subject to the Declaration of Restriction and Protective Covenants, Bylaws, Articles of Incorporation, Declaration of Party Wall Covenants and Restrictions and Rules and Regulations of the Association, including any amendments thereto (all hereinafter referred to as "Governing Documents"). Each tenant, guest and invitee shall abide by the Governing Documents, and the provisions thereof shall be deemed expressly incorporated into the lease. Actions for damages, injunctive relief, eviction or removal of a tenant, invitee, guest or occupant for failure to comply with the Governing Documents may be brought by the Association against any tenant, invitee, guest or occupant. An owner shall be responsible to inform his/her tenants of the terms and provisions of the Governing Documents. An Owner shall be jointly and severally liable for all acts or omissions of his/her tenants and for all damages, costs, expenses and injuries caused by his/her tenants or resulting from the occupancy of his/her Property by his/her tenants, invitees and guests. In the event a tenant, guest or invitee shall cause any damage or injury, or violate the terms and provisions of the Governing Documents, including the provisions in this Amendment, the Association shall be entitled to bring legal action to terminate the lease and evict the tenant, invitee and/or occupant pursuant to Chapter 83, Florida Statutes, as well as recover damages. The Association shall also be permitted to recover from the Owner and/or the tenant, jointly and severally, the Association's costs and reasonably Attorney's fees incurred in connection with such legal action, whether suit be brought or not, and through the appellate level. The remedies provided for herein shall be cumulative and in addition to any other remedy the Association may have against the Owner or tenant.

B) Pet Restriction. Any animal of a vicious nature will not be allowed. No dogs shall be allowed outside of the residence unless leashed. All dogs must be walked outside the Association property in the swale area. No pet shall be allowed to disturb other residents in any way. In the event of a violation of this restriction, the Association has the right to initiate efforts as may be appropriate for the removal of the pet. If removal becomes necessary, the prevailing party in any action to remove a pet shall be entitled to an award of attorney's fees.

Added items are underlined

**THE LOCH LOMOND CLUB ASSOC., INC.**  
**RULES AND REGULATIONS**

THE FOLLOWING ARE THE REVISED RULES AND REGULATIONS FOR OWNERSHIP AND OPERATION OF THE LOCH LOMOND CLUB INC., AS OF JUNE 28, 2012.  
REVISIONS WILL BE PUBLISHED FROM TIME TO TIME.

1. SALES: All prospective purchasers will be interviewed by at least two (2) Board Members before the sale of any unit is consummated. There will be a screening fee of One Hundred (\$100.00) dollars per applicant, which must be paid prior to the consideration of an application. Applications will be available from the Board of Directors. IT IS THE SELLERS' RESPONSIBILITY TO PROVIDE THE PURCHASER WITH A COPY OF THE RULES AND REGULATIONS, THE BY-LAWS AND ARTICLES OF INCORPORATION OF THE LOCH LOMOND CLUB INC. In the case of a recommendation of refusal, all Board Members shall make the final decision.
2. LEASES: ALL prospective renters will be interviewed by at least two (2) Board Members before rental of any unit is consummated. There will be a screening fee of One Hundred (\$100.00) dollars per applicant, which must be paid prior to the consideration of an application. Applications will be available from the Board of Directors. NO UNIT SHALL BE LEASED MORE THAN ONCE DURING ANY 365 DAY PERIOD OF TIME. To the extent an owner leased his property for less than one (1) year; the property cannot be re-let until the passage of 365 days from the date of commencement of the last lease that was in existence on the property. If the conduct of the tenant is deemed not satisfactory or does not conform to the Rules and Regulations, the Board of Directors must notify the owner that the lease will not be renewed at least sixty (60) days prior to renewal. In the case of a recommendation of refusal all Board Members shall make the final decision.

THE ASSOCIATION IS UNABLE TO ACCEPT SECTION 8 HOUSING.

Effective January 17, 2001, any purchaser of a unit shall be prohibited from leasing said unit for a period of one (1) year from the date the purchaser obtained ownership of the unit. The Association is authorized to institute eviction proceedings to remove any person occupying the unit in violation of this regulation. This regulation shall not apply to any unit upon which there is an existing contract for purchase prior to the effective date of this regulation.

3. SIGNS: NO SIGNS other than Official LOCH LOMOND CLUB INC. signs shall be posted in the premises at any time. This includes swales, easements, windows and fences. No flags or banners of any kind except for the American Flag.
4. NUMBER OF OCCUPANTS: The maximum number of occupants allowed per unit are two (2) people per one (1) bedroom, four (4) people per two (2) bedroom and six (6) people per three (3) bedroom. Guardians must take the responsibility of controlling their children in all areas of the Club. ANY DAMAGES TO THE PREMISES WILL BE THE FINANCIAL RESPONSIBILITY OF THE GUARDIAN.
5. RESIDENTIAL USE: The use of each residential unit is restricted to one (1) family and shall be used for private residential purposes only. Any single resident shall be allowed a MAXIMUM of one (1) roommate PER bedroom. Roommates are subject to all Rules and Regulations. Guests shall be limited to a visit of four (4) weeks. In the absence of the unit owner, the names of any family member and their length of stay must be given to the Board of Directors prior to the arrival of said members. THE BOARD OF DIRECTORS MUST BE NOTIFIED by unit owners who are non-resident or seasonal residents of any change of address, etc. NO RESIDENT SHALL BE

ALLOWED TO DISTURB THE NEIGHBORS IN ANY WAY (i.e. loud stereos TV's, musical instruments, vehicles, etc.).

6. PRIVATE DWELLING: The owner or owners of each unit shall keep the interior of said residence in a state of good condition and appearance, and shall pay assessments for the exterior of said residence to be painted or refinished at regular intervals.
7. VEHICLES AND BOAT PARKING: NO trucks over one (1) ton. NO commercial vehicles, recreational vehicles, boats or trailers shall be parked in the LOCH LOMOD CLUB, INC. at any time whatsoever. ONLY TWO (2) VEHICLES (Automobiles, trucks under one (1) ton and motorcycles) ARE ALLOWED PER UNIT AND SHALL BE PARKED ONLY IN THE TWO (2) SPACES DESIGNATED FOR EACH UNIT. These vehicles may not be parked in any units' parking spaces, in patios, lawns or roadways. NO UNLICENSED OR INOPERABLE VEHICLES MAY BE PARKED WITHIN THE COMPLEX AT ANY TIME. ANY VEHICLES PARKED IN ANY UNMARKED AREA WILL BE TOWED OUT OF THE CLUB WITHOUT NOTICE, AT THE OWNERS' EXPENSE. Spaces designated for guests are not to be used for any permanent parking.
8. IMPROVEMENTS/PAINTING: NO changes (repairs, refinishing, renovating or altering), whether permanent or temporary, in the exterior of any residence is allowed without a written request to the Board of Directors. NO color changes on exterior paint shall be allowed.
9. LANDSCAPING: NO changes in the landscaping of any residence or common area may be made without written request to the Board of Directors. All areas not covered by buildings, structural or paved parking facilities shall be maintained as green areas to the pavement edge of any abutting streets. No stone, gravel or paving of any type shall be used as a lawn unless approved as part of the landscaping plan. NO TREES ARE TO BE PLANTED INSIDE OF THE PATIO.
10. YARDS: NO swimming pools or playground equipment or like items to be built or placed in any yard. Children are not allowed to play on grass areas.
11. PATIOS AND FENCES: NO CLOTHES LINES are allowed in yards or patios. NO drying of rugs, towels, any clothing or cleaning rags on fences or shrubs. All screened patios and fences must be maintained and paid for the owner and kept in good repair at all times and must conform. ALL patios must be kept in a neat and orderly manner.
12. ANTENNAS: No outside antennas are allowed. Satellite dishes one (1) meter or less in diameter may be installed on patios, patio roofs or on the stucco surface of your unit. No satellite dish may be installed on the main roof of any building or on the lawn. Consult the Association President before installing a satellite dish. If a dish is removed from your property, you must repair the site to its original condition. Final approval to be granted by the Board of Directors.
13. PARTY WALLS: Any structural, plumbing, or electrical maintenance within the party walls (walls shared by two (2) or more members) shall be paid for by THE CLUB (See By-Laws, Article 6, Paragraph P, Item 2).
14. ROOFS: Roofs (not including patios) and exterior walls shall be maintained and repaired by THE CLUB, as its Directors shall from time to time determine.
15. AIR CONDITIONERS: Each owner shall be responsible for that unit's air conditioner.
16. PETS: Any animal of vicious nature will not be allowed. NO dogs shall be allowed outside of residence unless LEASHED AND MUST BE WALKED OUTSIDE CLUB IN THE SWALE AREA. NO PET SHALL BE ALLOWED TO DISTURB NEIGHBORS IN ANYWAY.

17. POOL: NO child under eighteen (18) years of age shall be allowed at the pool without an adult eighteen (18) years or over. NO GLASS CONTAINERS OR FOOD ALLOWED IN POOL AT ANY TIME. BATHING ATTIRE MUST BE WORN (NO CUT-OFFS OR T-SHIRTS). SUN TAN OILS AND LOTIONS ARE TO BE SHOWERED OFF BEFORE ENTERING POOL. YOU MUST HAVE YOUR RED IDENTIFICATION TAG AT ALL TIMES IN THE POOL AREA. NO pets allowed inside this area at any time. Only small rafts are allowed in the pool. Rafts are not allowed in the water when there are more than seven (7) swimmers. NO toys of any kind shall be allowed inside this area. Keys must not be loaned to non-residents nor shall keys be given out to anyone who has lost or misplaced their key. Replacement keys can be obtained by contacting the management office. If you should find any keys, turn them in to the President. NO RUNNING AROUND THE POOL AREA. NO DIVING OR ROUGHHOUSING IN THE POOL AREA (BY ORDER OF BROWARD COUNTY HEALTH DEPARTMENT). ANYONE NOT OBEYING THESE RULES CAN AND WILL BE BANNED FROM USING THE FACILITIES. NO ONE IS ALLOWED TO DISTURB OTHERS. NOISE IS TO BE KEPT AT A MINIMUM FOR THE TRANQUILITY OF ALL.
18. KEYS: Keys for the pool, laundry and pass-through gate and clickers for the gate are not to be loaned to non-residents nor shall keys or clickers be given out to anyone who has lost or misplaced their keys or clickers. Replacement keys are available for Fifty (\$50.00) Dollars each and replacement clickers are available for One-Hundred and Fifty (\$150.00) Dollars each. Please contact the management office for replacement keys or clickers. (Replacement costs are subject to change).
19. LAUNDRY ROOM: NO children under age sixteen (16) allowed in the laundry room unless accompanied by an adult and they must be controlled. NO pets or toys allowed. The laundry room has to be shared by a large number of residents. BE CONSIDERATE. Approximate time for washers is 25 minutes per load. Approximate time for dryers is 45 minutes per load. REMOVE YOUR CLOTHES PROMPTLY IN ORDER FOR THE NEXT PERSON TO HAVE ACCESS TO THE MACHINES. AFTER USE, LINT FROM DRYERS IS TO BE REMOVED AND PUT IN THE WASTE BASKET - NOT THE FLOOR. IF YOU SPILL DETERGENT HAVE THE COURTESY TO CLEAN IT UP, DO NOT EXPECT THE NEXT USER TO CLEAN UP YOUR MESS.
20. TENNIS COURT: TENNIS COURT IS TO BE USED FOR PLAYING TENNIS ONLY. Proper footwear is mandatory. No skates, skateboards or bicycles are allowed. NO pets are allowed inside the court. No food or glass containers are allowed inside the court. GATE MUST BE LOCKED AT ALL TIMES. You must have red identification tag at all times.

THE RULES AND REGULATIONS OF THE LOCH LOMOND CLUB, INC. ARE INCORPORATED AS AN ADDITION TO THE ARTICLES OF INCORPORATION, THE BY-LAWS AND THE DECLARATION OF RETRICTIONS AND PROTECTIVE COVENANTS.

REVISIONS OF RULES AND REGULATIONS: at each revision of the Rules and Regulations, every unit owner and lessees shall be provided with a copy.

**CERTIFICATION OF AMENDMENT TO THE BY-LAWS  
OF  
THE LOCH LOMOND CLUB, INC.**

WHEREAS, The Loch Lomond Club, Inc. has filed its By-Laws and all amendments thereto in the Public Records of Broward County, Florida;

WHEREAS, The Loch Lomond Club has the right to amend the By-Laws pursuant to Article 9 of the By-Laws; and

WHEREAS, in accordance with the provisions of the By-Laws and having received the necessary written votes of the stockholder, the attached represents amendments to Bylaws by adding an Article 11 to the Bylaws.

IN WITNESS WHEREOF, we set our hands and seal as of the date first above written.

Signed, sealed and delivered  
in the presence of:

J. M. Mordillo  
Barbara Bruner

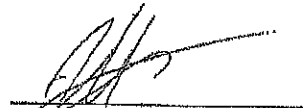
Barbara Bruner  
J. M. Mordillo

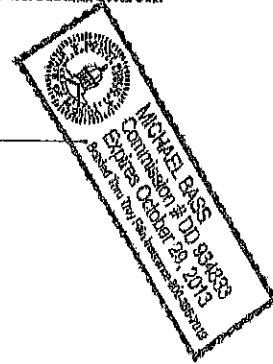
Todd Bruner  
Todd Bruner, President/Director

Erskine Dailey  
Erskine Dailey, Director

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

The foregoing instrument was acknowledged before me this 9 day of February 2011,  
by Todd Bruner, as President/Director of The Loch Lomond Club, Inc., a Florida corporation, who  
is personally known to me or who has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public (Signature)

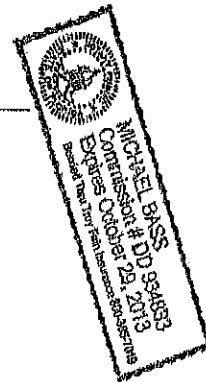


(SEAL)

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

The foregoing instrument was acknowledged before me this 9 day of February 2011,  
by Erskine Dailey, as Director of Loch Lomond Club, Inc., a Florida corporation, who is personally  
known to me or who has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public (Signature)



(SEAL)

## AMENDMENT

The By-Laws are amended to add an Article 11, which shall provide as follows:

### 11. Sale, Lease and Occupancy of Units

A) Rental and Sale Restrictions. Should an Owner wish to sell or lease their property, the owner shall, before accepting any offer to sell or lease, deliver to the Association i) a written Notice containing the terms of the offer received or which the owner wishes to accept, ii) an executed copy of the purchase contract or lease, iii) the name and address of the person(s) to whom the proposed sale or lease is to be made, iv) bank references, v) individual references – local, if possible, vi) the name and age of any child or children who shall reside in the Property vii) and such other information as may be required by the Board of Directors of the Association, together with the application fee, which fee shall be as determined from time to time by the Association. Applications will be available from the Board of Directors. As part of the Notice, the intended purchaser(s) or lessee(s) must schedule a personal interview to be interviewed by as least two (2) Board Members before the sale or lease is consummated and the proposed purchaser(s) or lessee(s) move into the unit. The prospective purchaser(s) or lessee(s) must agree to a background investigation including, but not limited to, criminal history, prior residential history, credit history and civil litigation history. It shall be the responsibility of the seller/lessor of the property to provide the purchaser/lessee with a copy of the Rules and Regulations, By-Laws, Articles of Incorporation, Declaration of Covenants and Restrictions and any other governing documents of the Association and any amendments to these documents. Any person occupying a unit who has not been approved for occupancy and who is not a guest shall be deemed to be occupying the unit as a lessee regardless of the presence or absence of the payment of rent/consideration with respect to the occupancy.

The Board of Directors of the Association, acting by a majority, within thirty (30) days after receiving the Notice and such supplemental information as may be required by the Board of Directors, shall, by written notification delivered to the seller/lessor at the address on file with the Association and to the and purchaser/lessee, either consent to the sale or lease or object to the sale or lease for good cause, which cause need not be set forth in the notice from the Board of Directors. However, the Association shall not unreasonably withhold its consent to the prospective sale or lease. "Good cause" and "reasonably withholding consent" includes, but is not limited to:

1) The person(s) seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude, and has not had his/her civil rights restored,

2) The sale or lease on its face, or the conduct of the applicant(s) (including all proposed occupants), indicates that the person(s) seeking approval intends to conduct himself/herself in a manner inconsistent with the Association's documents, or that the sale or lease, if approved, would result in a violation of the Association's documents.



3) The person(s) seeking approval (including all proposed occupants) has a history of disruptive behavior or a disregard for the rights or property of others as evidenced by his/her conduct in other residences, social organizations or associations, or by his/her past conduct in The Loch Lomond Club as a tenant, occupant or owner of property in Loch Lomond.

4) The person(s) seeking approval (including all proposed occupants) has failed to provide the information required to process the application in a timely manner, has materially misrepresented any fact or information provided in the application or screening process, has failed to pay the application fee or payment has been dishonored, has failed to make an appointment for or attend the personal screening, or has not agreed, failed to provide or refused to release to the Association the background investigation.

5) As concerns a lease, the owner seeking to lease his/her property is delinquent in the payment of any assessments or other sums owed to the Association.

6) Inquiry into the financial responsibility of the person(s) seeking approval indicates an inability to own or lease the Property.

Any attempt by an Owner to sell or lease his/her Property without first giving notice to the Association shall be deemed a breach of the Governing Documents of the Association. As such, the sale or lease and shall be deemed null and void and shall confer no interest whatsoever upon the new owner(s) or lessee(s). Therefore, the prospective owner(s) or lessee(s) cannot move into the unit unless and until the prospective owner(s) or lessee(s) is/are approved to rent the unit.

No unit shall be leased more than once during any 365 day period. To the extent an owner leases his/her property for less than one year, the property cannot be relet until the passage of 365 days from the date of commencement of the last lease that was in existence on the property. If the conduct of the tenant is deemed not satisfactory or does not conform to the Rules and Regulations, the Board of Directors must notify the owner that the lease will not be renewed at least sixty (60) days prior to the renewal.

The subleasing, assigning or sub-renting of the Property shall be prohibited.

Effective the date of recording of this Amendment, any purchaser of a unit shall be prohibited from leasing said unit for a period of one (1) year from the date the purchaser obtained ownership of the unit. This restriction shall not apply to any unit upon which there existed a contract for purchase prior to the effective date of the Amendment. Further, the one (1) year leasing restriction shall not apply to the Association in the event the Association is the purchaser of a property at a foreclosure sale. In the event the Association is the purchaser of a property at a foreclosure sale, it shall be entitled to rent the property as soon as it receives a certificate of title. The Association shall be bound to all other rental restrictions as set forth in this Amendment.

The Property may only be sold or rented to a single family, for private residential purposes only. Any single resident shall be allowed a maximum of one (1) roommate per bedroom. Roommates are subject to all regulations of the Association, including, but not limited to the obligation to make application and be screened and approved to reside in the unit. The maximum number of children

allowed per unit are: a) no children per one (1) bedroom unit, b) one (1) child per two (2) bedroom unit and c) two (2) children per three (3) bedroom unit.

Except for those owners' who are currently renting their unit(s) to a tenant under the Section 8 Housing Choice Voucher Program sponsored by the Department of Housing and Urban Development, effective the date of recording of this Amendment, no owner can thereafter participate in the Section 8 Housing Choice Voucher Program sponsored by the Department of Housing and Urban Development. As a result, effective the date of recording of this Amendment, the Association shall be permitted to reject any rental application that is submitted under the Section 8 Housing Choice Voucher Program sponsored by the Department of Housing and Urban Development. With regard to any current tenant(s) renting a unit under the Section 8 Housing Choice Voucher Program sponsored by the Department of Housing and Urban Development, said tenant(s) shall be permitted to complete the term of their tenancy, and permitted to renew the lease as permitted by the Governing Regulations of The Loch Lomond Club.

Effective the date of recording of this Amendment, no person, whether in their individual name, with another, or in the name of a corporation, limited liability company, limited liability partnership, limited partnership or partnership in which they are a shareholder, member, limited partner, general partner or partner, may own more than two units in The Loch Lomond Club. Effective the date of recording this Amendment, to the extent a person, whether in their individual name, with another, or in the name of a corporation, limited liability company, limited liability partnership, limited partnership or partnership in which they are a shareholder, member, limited partner, general partner or partner, obtains ownership in more than two units, the Deed to any unit after ownership of two units shall be deemed void and subject to cancellation by a Court of Law. To the extent a person, whether in their individual name, with another, or in the name of a corporation, limited liability company, limited liability partnership, limited partnership or partnership in which they are a shareholder, member, limited partner, general partner or partner, owns more than two units in The Loch Lomond Club prior to the date of recording of this Amendment, said ownership shall be grandfathered, however, once there is ownership of two or fewer units, such person, whether in their individual name, with another, or in the name of a corporation, limited liability company, limited liability partnership, limited partnership or partnership in which they are a shareholder, member, limited partner, general partner or partner, may not acquire another unit in The Loch Lomond Club if the total number of units owned exceed two.

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The Board of Directors must be notified by all unit owners who are non-residents or seasonal residents of any change of address.

No resident, whether an owner, lessees or guest shall be allowed to disturb other residents (e.g., loud stereos, TV's, musical instruments, vehicles, etc.).

After approval, the Property may only be occupied by the approved owner(s) or lessee(s) and those persons who are listed on the application as permanent occupants and those who were screened and approved by the Board at the time the prospective owner(s) or lessee(s) was/were screened and approved. Any time after the original screening, any person or persons, regardless of their relationship to the owner(s) or lessee(s), desiring permanent occupancy, must be screened and approved by the Board, which shall include payment of the application fee. No persons other than those specifically approved for occupancy shall be permitted to permanently reside in the Property.

The liability of the Owner shall continue, notwithstanding the fact that the owner may have leased their unit. Every lessee shall take residency subject to the Declaration of Restriction and Protective Covenants, Bylaws, Articles of Incorporation, Declaration of Party Wall Covenants and Restrictions and Rules and Regulations of the Association, including any amendments thereto (all hereinafter referred to as "Governing Documents"). Each tenant, guest and invitee shall abide by the Governing Documents, and the provisions thereof shall be deemed expressly incorporated into the lease. Actions for damages, injunctive relief, eviction or removal of a tenant, invitee, guest or occupant for failure to comply with the Governing Documents may be brought by the Association against any tenant, invitee, guest or occupant. An owner shall be responsible to inform his/her tenants of the terms and provisions of the Governing Documents. An Owner shall be jointly and severally liable for all acts or omissions of his/her tenants and for all damages, costs, expenses and injuries caused by his/her tenants or resulting from the occupancy of his/her Property by his/her tenants, invitees and guests. In the event a tenant, guest or invitee shall cause any damage or injury, or violate the terms and provisions of the Governing Documents, including the provisions in this Amendment, the Association shall be entitled to bring legal action to terminate the lease and evict the tenant, invitee and/or occupant pursuant to Chapter 83, Florida Statutes, as well as recover damages. The Association shall also be permitted to recover from the Owner and/or the tenant, jointly and severally, the Association's costs and reasonably Attorney's fees incurred in connection with such legal action, whether suit be brought or not, and through the appellate level. The remedies provided for herein shall be cumulative and in addition to any other remedy the Association may have against the Owner or tenant.

B) Pet Restriction. Any animal of a vicious nature will not be allowed. No dogs shall be allowed outside of the residence unless leashed. All dogs must be walked outside the Association property in the swale area. No pet shall be allowed to disturb other residents in any way. In the event of a violation of this restriction, the Association has the right to initiate efforts as may be appropriate for the removal of the pet. If removal becomes necessary, the prevailing party in any action to remove a pet shall be entitled to an award of attorney's fees.

Added items are underlined