

# LOCH LOMOND CLUB SOUTH

ORIGINAL

EXHIBIT "C"

RATE SCHEDULE OF MONTHLY CHARGES FOR WATER SERVICE FOR BROWARD COUNTY UTILITIES DEPARTMENT ACCORDING TO THE RATE RESOLUTION ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON DECEMBER 1, 1970.

MONTHLY WATER RATE SCHEDULE

1. Residential Rate Per Unit:

First 2000 gallons or less	\$3.50 per month
Next 3000 gallons	0.65 per 1000 gallons
Next 20,000 gallons	0.55 per 1000 gallons
All over - 25,000 gallons	0.45 per 1000 gallons

2. Commercial, Municipal, Public School and Public Hospital Service Rate:

First 2000 gallons or less	\$5.00 per month
Next 3000 gallons	0.65 per 1000 gallons
Next 20,000 gallons	0.55 per 1000 gallons
All Over - 25,000 gallons	0.45 per 1000 gallons

3. Multiple Family Rate Per Unit:

First 2000 gallons or less	\$3.00 per month
Next 3000 gallons	0.65 per 1000 gallons
Next 20,000 gallons	0.55 per 1000 gallons
All Over - 25,000 gallons	0.45 per 1000 gallons

4. Hotel and Motel Per Unit or Space:

First 2000 gallons or less	\$2.75 per month
Next 3000 gallons	0.65 per 1000 gallons
Next 20,000 gallons	0.55 per 1000 gallons
All Over - 25,000 gallons	0.45 per 1000 gallons

METER SET CHARGES

<u>SIZE</u>	<u>CONNECTION CHARGES</u>	<u>DEPOSIT</u>
5/8" x 3/4"	\$ 95.00	\$ 25.00
1"	\$140.00	\$ 50.00
1 1/2"	\$250.00	\$ 75.00
2"	\$350.00	\$125.00

Over 2" meter - Charges requested by application.

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EXHIBIT "D"

RATE SCHEDULE OF MONTHLY CHARGES FOR SEWER SERVICE FOR BROWARD COUNTY UTILITIES DEPARTMENT ACCORDING TO THE RATE RESOLUTION ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON DECEMBER 1, 1970.

MONTHLY WASTEWATER RATE SCHEDULE

(Based on Metered Water Usage)

1. Residential Rate Per Unit:

First 2000 or less	\$4.50 per month
Next 3000 gallons	0.80 per 1000 gallons
Next 5000 gallons	0.70 per 1000 gallons
All over 10,000 gallons	No Charge

2. Commercial, Municipal, Public School and Public Hospital Service Rate:

First 2000 gallons or less	\$6.50 per month
Next 3000 gallons	0.80 per 1000 gallons
Next 20,000 gallons	0.70 per 1000 gallons
All over 25,000 gallons	0.60 per 1000 gallons

3. Multiple Family Rate Per Unit:

First 2000 gallons or less	\$3.75 per month
Next 3000 gallons	0.80 per 1000 gallons
All over 5,000 gallons	No Charge

4. Hotel, Motel Per Unit or Space:

First 2000 gallons or less	\$3.50 per month
Next 3000 gallons	0.80 per 1000 gallons
All over 5,000 gallons	No Charge

5. Industrial Wastewater Service Rate:

To be determined on an individual basis according to volume and characteristics of wastewater.

REC-5231 MAR 506

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Signed, sealed and delivered in the presence of:

Ernest Diamond

John D. Spinder  
(As to COUNTY)

Barbara Blackwell

Frank C. Smith  
(As to DEVELOPER)

BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY

By: Jack Wheeler  
Chairman

Attest: Jack Wheeler

ZAHN BUILDERS, INC.

Robert C. Zahn  
President

Attest: Robert C. Zahn  
Secretary

STATE OF FLORIDA }  
COUNTY OF BROWARD }

I HEREBY CERTIFY, That on this day before me personally appeared Robert C. Zahn and Robert C. Zahn, respectively, as President and Secretary of ZAHN BUILDERS, INC, a corporation of the State of Florida to me known to be the persons described in and who executed the foregoing Agreement and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein expressed; and they affixed thereto the official seal of said Corporation.

WITNESS my signature and official seal at Fort Lauderdale, Broward County, Florida, this 10th day of February, 1973.

Charles Martens  
Notary Public

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Aug. 5, 1974

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
JACK WHEELER  
COUNTY CLERK

ADDENDUM TO DEVELOPER'S AGREEMENT

THIS AGREEMENT made and entered into at Fort Lauderdale, Broward County, Florida, this 10th day of NOVEMBER, 1976, by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter called "COUNTY", and ZAHN BUILDERS, INC. hereinafter called "DEVELOPER".

W I T N E S S E T H

WHEREAS, Broward County is the owner and operator of a water treatment and sewage treatment plant, together with water distribution and sewage collection facilities known as "BROWARD COUNTY WATER AND SEWER SYSTEM NO. 2".

WHEREAS, DEVELOPER owns or controls certain property in Broward County, Florida, as shown and described in EXHIBIT "A" attached hereto and made a part hereof; and all references hereinafter contained to DEVELOPER'S property mean the property herein referred to; and

WHEREAS, DEVELOPER is desirous of procuring water service and sewage disposal service from the COUNTY for a FIVE HUNDRED UNIT APARTMENT COMPLEX to be constructed on DEVELOPER'S property in FOUR (4) Phases as follows:

Phase I	124 Multiple Family Units
Phase II	196 Multiple Family Units
Phase III	88 Multiple Family Units
Phase IV	92 Multiple Family Units

WHEREAS, the parties executed a Developer's Agreement dated February 10, 1973; and

WHEREAS, the parties hereto desire to enter into a revised agreement supplementing and modifying certain understanding and undertakings regarding the furnishing of said water and sewer service by COUNTY to the property hereinabove referred to; and binding by previously recorded Developer's Agreement OR 5231, pages 495 through 507 inclusive; and

WHEREAS, this agreement and all stipulations and/or covenants are acknowledged to be subject to the approval of the Florida Department of Health and Rehabilitative Services, the Florida Department of Environmental Regulation, the Broward County Environmental Quality Control Board, and the Broward County Health Department and any other regulatory agencies having jurisdiction of the subject matter of this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto and other good and valuable considerations the parties hereto covenants and agrees to revise certain portions of the previously recorded Developer's Agreement, as follows:

*Chas. L. ...*  
110-1-487

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I

The DEVELOPER will pay to the COUNTY the following sums for water connection charges for each Phase of development as follows:

Phase III	5.96 Acres	\$2,890.60
Phase IV	6.61 Acres	\$3,205.85

Said Phases more specifically described in EXHIBIT "A" to this revised agreement.

The DEVELOPER will pay to the COUNTY the following sums for sewer connection charges for each Phase of Development as follows:

Phase III	5.96 Acres	\$1,341.00
Phase IV	6.61 Acres	\$1,487.25

The above water and sewer connection charges for Phase III shall be due and payable upon execution of this agreement by the DEVELOPER and acceptance by COUNTY. Water and sewer connection charges for Phases I and II having previously been paid, subsequently, therefore, Phase IV shall be due and payable upon notice of commencement of construction.

The unit charges will be computed upon a plot plan furnished by DEVELOPER, which plan is incorporated in this agreement as EXHIBIT "B" attached hereto and made a part hereof. Any variation in said plan by DEVELOPER will give COUNTY the option of cancelling this agreement and requiring DEVELOPER to execute a new agreement in order to obtain services.

II

(A) The provisions of this agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto.

(B) This agreement is being recorded among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in DEVELOPER'S property connected to or to be connected to said water and sewer systems of COUNTY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to the agreement in the execution thereof; and the acquisition or occupancy of property in DEVELOPER'S property connected to or to be connected to the said water and sewer systems of COUNTY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the agreement herein contained and have become bound thereby.

III

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered

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United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified as the place for giving of notice, shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice: to-wit:

FOR BROWARD COUNTY: 221 West Oakland Park Boulevard  
Post Office Box 9448  
Fort Lauderdale, Florida 33310

FOR DEVELOPER: Zahn Builders, Inc.  
530 West Sample Road  
Pompano Beach, Florida 33064

Notice so addressed and sent by registered mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States registered mail.

It is mutually agreed that the COUNTY shall be held harmless from any and all liability for damages if COUNTY'S obligations under this agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event this agreement shall be null and void, and unenforceable by either party.

V

DEVELOPER hereby agrees to make full disclosure to any party purchasing all or part of the property encompassed by this Addendum to a previous recorded Developer's Agreement, executed February 10, 1976, as to the terms hereof, with particular reference to the changes set forth in EXHIBITS "C" and "D" attached hereto and made a part hereof.

VI

DEVELOPER shall retain ownership to and shall maintain all sewage mains, pipes, valves and appurtenances belonging thereto without cost to the County which lie within Phases III and IV. County, however, shall maintain all sewage mains valves and any other appurtenances belonging thereto within the dedicated roadways of Phases III and IV as described in Exhibit A attached hereto provided the obligation of the County to maintain same will not take effect until such time as Developer has conveyed to COUNTY by BILL OF SALE ABSOLUTE all of the Developer's right, title and interest to the aforesaid sewage main, pipes, valves and appurtenances belonging thereto, and further provides COUNTY with an AFFIDAVIT that all persons, firms or corporations who furnished labor or materials used directly or indirectly in the construction of the aforesaid have been paid.

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United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified as the place for giving of notice, shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice: to-wit:

FOR BROWARD COUNTY: 221 West Oakland Park Boulevard  
Post Office Box 9448  
Fort Lauderdale, Florida 33310

FOR DEVELOPER: Zahn Builders, Inc.  
530 West Sample Road  
Pompano Beach, Florida 33064

Notice so addressed and sent by registered mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States registered mail.

It is mutually agreed that the COUNTY shall be held harmless from any and all liability for damages if COUNTY'S obligations under this agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event this agreement shall be null and void, and unenforceable by either party.

V

DEVELOPER hereby agrees to make full disclosure to any party purchasing all or part of the property encompassed by this Addendum to a previous recorded Developer's Agreement, executed February 10, 1976, as to the terms hereof, with particular reference to the changes set forth in EXHIBITS "C" and "D" attached hereto and made a part hereof.

VI

DEVELOPER shall retain ownership to and shall maintain all sewage mains, pipes, valves and appurtenances belonging thereto without cost to the County which lie within Phases III and IV. County, however, shall maintain all sewage mains valves and any other appurtenances belonging thereto within the dedicated roadways of Phases III and IV as described in Exhibit A attached hereto provided the obligation of the County to maintain same will not take effect until such time as Developer has conveyed to COUNTY by BILL OF SALE ABSOLUTE all of the Developer's right, title and interest to the aforesaid sewage main, pipes, valves and appurtenances belonging thereto, and further provides COUNTY with an AFFIDAVIT that all persons, firms or corporations who furnished labor or materials used directly or indirectly in the construction of the aforesaid have been paid.

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VII

COUNTY shall maintain all water mains and appurtenances thereto lying within Phases III and IV as described in Exhibit A, provided the obligation of the County to maintain same will not take effect until such time as the Developer has conveyed to County by BILL OF SALE ABSOLUTE all of Developer's right, title and interest in and to said water mains and appurtenances thereto up to and within granted easements and rights of way of widths approved by County within Phases III and IV as described in Exhibit A, and further provide: County with an AFFIDAVIT that all persons, firms or corporations who furnished labor or material, used directly or indirectly in the construction of said water mains and appurtenances thereto have been paid.

VIII

The terms and provisions of the original Developer's Agreement dated the 10th day of February 1973, that are not inconsistent with this Addendum, remain in full force and effect.

ORIGINAL

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Signed, sealed and delivered in the presence of:

[Signature]

[Signature]  
(As to COUNTY)

[Signature]

[Signature]  
(As to DEVELOPER)

BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

BY: [Signature]  
Chairman

Attest: [Signature]

ZAHN BUILDERS, INC.

[Signature]  
President

[Signature]  
Secretary

STATE OF FLORIDA }  
COUNTY OF BROWARD }

I HEREBY CERTIFY, That on this day before me personally appeared Robert C. Zahn and Robert C. Zahn respectively, as President and Secretary of ZAHN BUILDERS, INC. a corporation of the State of Florida to me known to be the persons described in and who executed the foregoing agreement and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein expressed; and they affixed thereto the official seal of said corporation.

WITNESS my signature and official seal at Fort Lauderdale, Broward County, Florida, this 19th day of November, 1976.

Notary Public, State of Florida at Large  
My Commission Expires July 1, 1977  
Created by American Free & Cassidy Co.

My Commission Expires:

[Signature]  
Notary Public

Approved as to form  
BETTY LYNN LEE  
General Counsel for Broward County

By: [Signature]  
Assistant General Counsel

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EXHIBIT "A"

DESCRIPTION OF PROPERTY WHICH CONSTITUTES THE  
SUBJECT MATTER OF THIS REVISED AGREEMENT

A tract of land lying in Section 23, Township 48 South,  
Range 42 East, Broward County, Florida. Said land being  
more particularly described as Tract "A" and Tract "B"  
of LOCH LOMOND SECTION 3 as recorded in Plat Book 78,  
Page 46.

TRACT "A" is referred to as "Phase III" in this  
ADDENDUM to DEVELOPER'S AGREEMENT.

TRACT "B" is referred to as "Phase IV" in this  
ADDENDUM to DEVELOPER'S AGREEMENT.

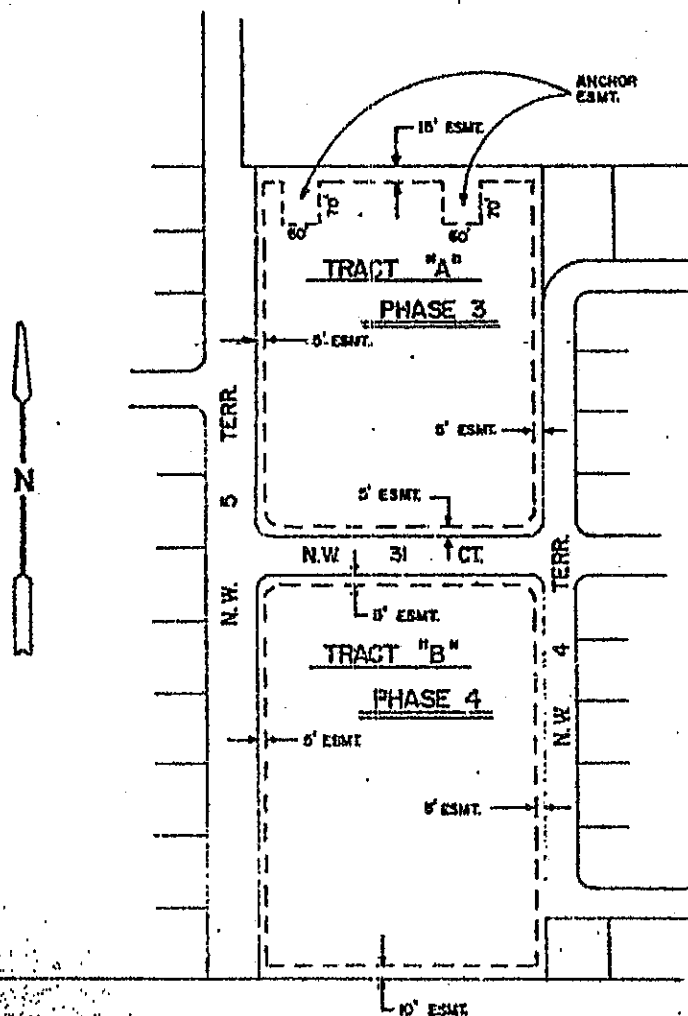
TRACTS "A" and "B" (Phase III and Phase IV) constitute  
a portion of the parcel of land described in EXHIBIT  
"A" of the DEVELOPER'S AGREEMENT dated 10th February,  
1973 between Broward County and Zahn Builders Inc.  
on record in the Office of Public Records of Broward  
County (Book OR 5231, pages 495 through 507 inclusive)

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REL 6869 PAGE 200

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**EXHIBIT "A"**  
**PHASE 3 & 4 OF PROJECT 76-2-31**

Extract from plan showing Loch Lomond, Section 3,  
a portion of Section 23, Township 48, South, Range  
42 East as recorded in Plat Book 78, page 45, in  
Official Public Records of Howard County.



REF-8223-00-003

DATE-9-28-76

DRAWING No. 8223-06-037

OFF-6889 page 261

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EXHIBIT "B"

PLOT PLAN

As prepared by: Design 300 Inc.  
9365 West Sample Road  
Coral Springs, Florida 33065

Attested to by: Roger C. Zahn  
Dated this 5th day of May, 1976, and  
on file with the Utilities Department

REC 6889 PAGE 252

EXHIBIT "C"

ORIGINAL

RATE SCHEDULE OF MONTHLY CHARGES FOR WATER SERVICE FOR  
DEPARTMENT OF UTILITIES ACCORDING TO THE RATE RESOLUTION  
ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON JANUARY  
28, 1976.

MONTHLY WATER RATE SCHEDULE

1. Residential Rate Per Unit

First 2000 gallons or less	\$4.03 per month
Next 3000 gallons	0.75 per 1000 gal.
Next 20,000 gallons	0.63 per 1000 gal.
All over 25,000 gallons	0.52 per 1000 gal.

2. Commercial, Municipal, Public School, Trailer  
Parks and Public Hospital Service Rate

First 2000 gallons or less	\$5.75 per month
Next 3000 gallons	0.75 per 1000 gal.
Next 20,000 gallons	0.63 per 1000 gal.
All over 25,000 gallons	0.52 per 1000 gal.

3. Multiple Family Rate Schedule (Per Unit)

First 2000 gallons or less	\$3.45 per month
Next 3000 gallons	0.75 per 1000 gal.
Next 20,000 gallons	0.63 per 1000 gal.
All over 25,000 gallons	0.52 per 1000 gal.

4. Hotel and Motel Rate Schedule (Per Unit)

First 2000 gallons or less	\$3.16 per month
Next 3000 gallons	0.75 per 1000 gal.
Next 20,000 gallons	0.63 per 1000 gal.
All over 25,000 gallons	0.52 per 1000 gal.

5. Fire Protection Service

Fire Hydrants located on private property	\$5.75 per month
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6. Automatic Sprinkler System

First 500 heads or less	\$7.19 per month
All in excess of 500 heads	.006 per each head

Fire Mains into Private Buildings

Rate to be determined  
on application.

METER SET CHARGES:

Size	Connection Charge	Deposit
5/8 x 3/4"	\$ 95.00	\$ 25.00
1"	140.00	50.00
1 1/2"	250.00	75.00
2"	350.00	125.00
Over 2" meter - Charges requested by application		

EXHIBIT "A"

ORIGINAL

RATE SCHEDULE OF MONTHLY CHARGES FOR SEWER SERVICE FOR  
DEPARTMENT OF UTILITIES ACCORDING TO THE RATE RESOLUTION  
ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON JANUARY  
28, 1976.

MONTHLY SEWER RATE SCHEDULE

1. Residential Rate Per Unit

First 2000 gallons or less	\$5.18 per month
Next 3000 gallons	0.92 per 1000 gal.
Next 5000 gallons	0.81 per 1000 gal.
All over 10,000 gallons	No charge

2. Commercial, Municipal, Public School, Trailer  
Parks and Public Hospital Service Rate

First 2000 gallons or less	\$7.48 per month
Next 3000 gallons	0.92 per 1000 gal.
Next 20,000 gallons	0.81 per 1000 gal.
All over 25,000 gallons	0.69 per 1000 gal.

3. Multiple Family Rate Schedule (Per Unit)

First 2000 gallons or less	\$4.31 per month
Next 3000 gallons	0.92 per 1000 gal.
All over 5000 gallons	No additional charge

4. Hotel and Motel Rate Schedule (Per Unit)

First 2000 gallons or less	\$4.03 per month
Next 3000 gallons	0.92 per 1000 gal.
All over 5000 gallons	No additional charge

5. Industrial Wastewater Service Rate

To be determined on an individual basis according  
to volume and characteristics of wastewater.

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

78- 60202

DECLARATION OF PARTY WALL COVENANTS AND RESTRICTIONS

W I T N E S S E T H:

1. WHEREAS, HOLLYWOOD PINES, INC., a Florida corporation is the owner in fee simple of portions of the real property situate in Broward County, Florida and described on the attached Exhibit "A", and
2. WHEREAS, EARN BUILDERS, INC., a Florida corporation, is Lessee of portions of the real property situate in Broward County, Florida and described on the attached Exhibit "A", and
3. WHEREAS, the above-described real property is being improved by building thereon multi-unit structures separated by common walls, the center line of which is the common boundary of the individually owned dwelling units and which common walls are referred to herein as party walls, and
4. WHEREAS, it is contemplated that the units to be individually owned may at some future date be owned by different persons;

NOW THEREFORE, the following protective covenants and restrictions are hereby established, declared and prescribed, shall run with the land and shall be binding upon the undersigned, their heirs, successors and assigns, and any persons taking any interest whatsoever in individually owned dwelling units, their heirs, successors and assigns; said persons or owners being sometimes referred to herein collectively as "parties", and the owner or owners of one parcel being referred to as the "party".

5. Said walls shall be party walls, and all parties, their heirs, successors and assigns, shall have the right to use the same jointly as herein-after set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, painting, decorating, erection of tangent walls and shelving, but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original structure materials forming said wall.

6. Either party removing his improvement from the party wall or making use of the party wall shall do so in such manner as to preserve all right of the

*Quarto:* →

Prepared by: DOUGLAS A. WILLIAMS, Attorney  
4901 North Federal Highway, Suite 480, Fort Lauderdale, Florida 33308

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other party in the wall, and shall save the other party harmless from all damage caused thereby to improvements then existing.

7. The cost of maintaining each side of a party wall shall be borne by the party using said side, except as otherwise provided herein.

8. Each party in a given building grants to all other parties, a perpetual easement for necessary access to and from each individually owned dwelling unit, specifically including underground easements for water and sewer, easements for power, telephone and any other utility sub-feed lines installed either beneath the ground floor slab, through the attic space of said building, or on or under any individually owned real property. Any expense occasioned by necessary access of authorized personnel of any utility companies serving the building will be shared equally by the parties.

9. So long as there shall be a mortgage or mortgages upon any of the parcels described above, this agreement shall not be modified, abandoned nor extinguished without the consent of such mortgagee, and acquisition of the other party's property by either party shall not operate to render this agreement void, useless nor extinguished, without the written approval of the holder of any then outstanding mortgage.

10. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent parcel shall not be deemed a trespass so long as the repairs and reconstructions shall be done in a workmanlike manner, and consent is hereby given to enter on adjacent property to effect necessary repairs and reconstruction.

11. If any part or section of this agreement shall be declared invalid by court of competent jurisdiction, it shall not be construed as an invalidation of any other part of this agreement or the agreement in its entirety, and to this end the provisions of this agreement are declared to be severable.

12. Any and all additional easements shall be supplemental to this agreement and not in derogation of any covenants herein contained.

13. Each party covenants and agrees that he will decorate the exterior of the dwelling upon his property in a color and finish similar to and consistent with the color and finish of the other parties' dwellings. If any party shall

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Phase I	-----\$5,282.40
Phase II	-----\$8,512.90
Phase III	-----\$5,374.70
Phase IV	-----\$5,701.30

The above water and sewage connection charges for Phase I shall be due and payable upon execution of this agreement by the DEVELOPER and acceptance by COUNTY. Water and Sewer connection charges for subsequent Phases II, III and IV shall be due and payable upon notice of commencement of construction of each Phase.

Plant Capacity (sewer) fees for each sewer unit in Phases I, II, III and IV as set forth in Paragraph (K) below, shall be credited up to but not above the cost of the Wastewater Treatment Plant.

Plant Capacity (water) fees for each water unit in Phases I, II, III and IV as set forth in Paragraph (K) below, are due and payable upon request for water meter service for each building.

(K) The water connection charges, sewer connection charges, and plant capacity (both water and sewer) fees to be charged DEVELOPER by COUNTY are:

WATER CONNECTION CHARGES ----- \$485.00 per acre

SEWER CONNECTION CHARGES ----- \$225.00 per acre

PLANT CAPACITY (Water)

Single Family Residences ----- \$ 30.00 per unit

Multiple Family Residences with  
Rentals, Condominiums or other ----- \$ 20.00 per unit

Mobile Homes, Trailers or Motels ----- \$ 15.00 per unit

Businesses ----- \$ 15.00 per unit

PLANT CAPACITY (Sewer)

Single Family Residences ----- \$ 95.00 per unit

Multiple Family Residences with  
Rentals, Condominiums or other ----- \$ 60.00 per unit

Mobile Homes, Trailers or Motels ----- \$ 45.00 per unit

Businesses ----- \$ 45.00 per unit

As used in these Plant Capacity charges, businesses include all buildings other than residential. The plant capacity fees shall be determined by including each toilet and/or lavatory as a separate unit. In laundromats and/or laundry rooms, each unit of service (such as washers) shall be considered as a separate business unit.

Each swimming pool shall be considered as one business unit for the purpose of computing these plant capacity charges.

The unit charges will be computed upon a plot plan furnished by DEVELOPER, which plan is incorporated in this Agreement as EXHIBIT "B" attached hereto and made a part hereof. Any variation in said plan by DEVELOPER will give COUNTY the option of cancelling this Agreement and requiring DEVELOPER to execute a new agreement in order to obtain services.

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(L) When the area to be developed is of such a nature and magnitude that the construction is being done in Phases, this Agreement shall encompass the entire area; however, payment of the above water and sewer connection charges may be made as each Phase is commenced and charges will be pro-rated according to acreage involved in each Phase. DEVELOPER shall notify COUNTY, in writing, not less than five (5) days prior to commencing subsequent sections. Pumping stations, force mains, engineering, etc., must be designed and constructed for sufficient capacity to serve the area as a whole.

DEVELOPER'S engineer shall furnish COUNTY with complete As-Built plans (drawings) certified by the engineer, for each Phase of development as same is completed. DEVELOPER'S engineer will also furnish COUNTY with a certificate, in writing, that all water service lines and sewage connection lines, pumping stations, etc., have been installed in substantial compliance with the plans and specifications and have been tested and approved by engineer as being in accordance with said plans and specifications.

Upon completion of each Phase of construction, DEVELOPER will execute a BILL OF SALE for all tangible property installed therein pursuant to this Agreement and deliver same to COUNTY, together with an affidavit that all mechanics' liens which may have been attached to the property have been paid in full, and a release of all such liens executed by the parties which held same prior to payment thereof. Failure to deliver such documents to COUNTY upon completion of each individual Phase of construction shall cause this Agreement to become null and void, and temporary construction water service to DEVELOPER shall be terminated.

(M) Failure of the DEVELOPER to execute this Agreement within forty-five (45) days after submission to the DEVELOPER, shall result in its withdrawal.

(N) Under no circumstances shall the COUNTY provide water and sewer service to an area encompassed under a DEVELOPER'S Agreement when, in fact, that area has not been completed, tested, As-Built drawings provided, certified, approved, and accepted by COUNTY.

(O) DEVELOPER hereby agrees to make full disclosure to any party purchasing all or any part of the property encompassed by this Agreement as to the terms hereof, with particular reference to the charges set forth in Paragraph (K) above, and the rates set forth in EXHIBIT "C" and EXHIBIT "D".

(P) If for unseen circumstances including, but not limited to actions of any other governmental or regulatory agency, the proposed development is abandoned, terminated, or ceases to be cancelled short of full completion, it is mutually agreed by the parties hereto that the monies paid to COUNTY shall constitute liquidated damages to COUNTY. No refund of any type, monetary or otherwise, shall be made to DEVELOPER and this Agreement shall be thereafter null and void. Failure to continue or proceed with construction in a meaningful manner for a consecutive period of one hundred eighty (180) days shall be deemed to be an abandonment or termination. "Meaningful" as used herein is defined as proceeding with construction in the normal manner customary and common to the trade.

II

(A) Upon completion, approval and acceptance of the work required to be done, DEVELOPER will, without cost to COUNTY:

(1) Convey to COUNTY by good and sufficient easement deed a perpetual right, easement and privilege to operate and maintain all water and sewer mains, pipes, connections, pumps and meters in connection with supplying water and sewer service to the inhabitants, occupants and customers in DEVELOPER'S property, together with a perpetual right, easement and privilege unto COUNTY, and its successors and assigns, to go in, under, over and upon the land or lands where said water and sewer mains, pipes, connections, pumps and pumping

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stations, if any, are located in order for COUNTY and its successors and assigns, to maintain, repair or replace the same.

(2) Dedicate to COUNTY a site as shown in EXHIBIT "A" as the location for the portable wastewater treatment facilities. Said site to be utilized as a pumping station site, if needed, at such time as permanent sewer facilities are available.

(3) Transfer to COUNTY by BILL OF SALE ABSOLUTE all DEVELOPER'S right, title and interest in and to all of the water and sewer supply lines, mains, pumps, connections, pipes, valves, meters and equipment installed over and across the lands described in EXHIBIT "A" attached hereto and made a part hereof for the purpose of the supplying of water service and sewage collection for the inhabitants, occupants, and customers in DEVELOPER'S property.

(4) Furnish COUNTY with an affidavit that all persons, firms, or corporations who furnished labor or material used directly or indirectly in the prosecution of the work required to be performed by this Agreement have been paid.

(5) Furnish COUNTY with a satisfactory warranty or bond guaranteeing each lift station installed pursuant to this Agreement against defects in materials, equipment or construction for a period of not less than one (1) year from date of acceptance of same by COUNTY.

(6) Furnish COUNTY with a satisfactory warranty or bond guaranteeing the complete portable wastewater treatment plant facility installed pursuant to this Agreement against defects in material, equipment or construction for a period of not less than one (1) year from date of acceptance of same by COUNTY.

(7) DEVELOPER shall obtain the necessary approval from the appropriate regulatory agencies for the disposal of the effluent from the wastewater treatment facilities. DEVELOPER shall provide, at his expense, the means of effluent disposal whether polishing ponds, lagoons, deep well or other approved means.

LXI

(A) COUNTY further covenants and agrees with DEVELOPER as follows:

(1) COUNTY shall furnish water of the quality and purity meeting the standards required by the Florida Department of Health and Rehabilitative Services, the Broward County Health Department, and any other regulatory agency having jurisdiction; and

(2) COUNTY shall supply at all times, for the use of each of the properties connected to its water system, a quantity of water under adequate pressure, satisfactory for domestic use at the customer's side of the meter; and

(3) COUNTY shall furnish sewage collection service within the easements granted pursuant to Paragraph II (A) (1) above, as and when adequate sewage treatment facilities become available.

(4) Adequate capacity to supply water and sewage collection service for Phases I, II, III and IV will be available upon completion of COUNTY'S North Regional Wastewater Disposal Facilities.

**ORIGINAL**

(5) In the event a polishing pond is required to serve with a lagoon system of effluent disposal, DEVELOPER shall assume responsibility for maintaining said polishing pond.

Provided, the obligation of the COUNTY to furnish service other than construction water shall not arise until DEVELOPER has completed construction of the facilities required to be constructed by DEVELOPER pursuant to this Agreement, and has conveyed title to said facility to COUNTY as provided herein.

IV

(A) It is mutually covenanted and agreed by and between the parties hereto, as follows:

(1) COUNTY shall have the exclusive right to furnish water and sewage collection service to consumers within the area covered by this Agreement; and

(2) DEVELOPER shall do all things and make all installations and perform all work in accordance with the terms of this Agreement; and

(3) When permanent wastewater facilities are made available COUNTY shall assume the cost of transition from interim wastewater treatment facilities to permanent facilities; and

(4) COUNTY and DEVELOPER mutually agree that the interim wastewater treatment facilities shall include tertiary treatment; and

(5) Any sale, assignment or transfer of DEVELOPER'S interest in this Agreement is hereby prohibited without written consent of the COUNTY; and

(6) DEVELOPER, his successors and assigns, and the owners and occupants of buildings on DEVELOPER'S property are hereby prohibited from installing or maintaining any water wells except for irrigation purposes; and

(7) DEVELOPER, his successors and assigns, and the owners and occupants of buildings on DEVELOPER'S property are hereby prohibited from installing maintaining or using septic tanks in connection with the disposal of sewage from said buildings; and

(8) COUNTY shall have the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and sewage connection service to consumers within the area encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to rates, deposits and connection charges, and the right to discontinue services under certain conditions. The water and sewer rates to be charged by COUNTY to said

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consumers shall be the rates now or hereafter charged to other consumers within the area of service of BROWARD COUNTY WATER AND SEWER SYSTEM NO. 2. The rates being charged at the time of execution of this Agreement are set forth in EXHIBITS "C" and "D" hereto respectively.

(9) COUNTY shall not be liable or responsible for the maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on DEVELOPER'S property other than the water service lines and sewage collection system within the easements granted to COUNTY pursuant to Paragraph II (A) (1); and

(10) Each customer of water service and/or sewage collection service on DEVELOPER'S property shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said customer, and within the interior lines of the lot occupied by the customer in good order and condition. The sale of water by COUNTY to the customer shall occur at the customer's side of the meter; and

(11) No water from COUNTY'S water distribution system is to be used or disbursed through fire hydrants or water mains by any person, firm, corporation or agency, public or private, unless there has first been made adequate provisions for compensating COUNTY for such water; and

(12) Any temporary cessations or interruptions of the furnishing of water and sewer service to the property described herein at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, Civil or Military authority, riots or other cause beyond the control of the COUNTY shall not constitute a breach of the provisions contained herein or impose liability upon the COUNTY by the DEVELOPER, his successors and assigns; and

(13) If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

V

(A) The provisions of this Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto. Agreement is

(B) This being is being recorded among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in DEVELOPER'S property connected to or to be connected to said water and sewer systems of COUNTY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to the Agreement in the execution thereof; and the acquisition or occupancy of property in DEVELOPER'S property connected to or to be connected to the said water and sewer systems of COUNTY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

RECORDED  
1954 MAR 30

ORIGINAL

VI

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified as the place for giving of notice, shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice; to-wit:

FOR BROWARD COUNTY:

Room 1002  
County Courthouse  
Fort Lauderdale, Florida 33301

FOR DEVELOPER:

KAHN BUILDERS, INC.  
P.O. BOX 1778  
Pompano Beach, Florida 33061

Notice so addressed and sent by registered mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States registered mail.

VII

It is mutually agreed that the COUNTY shall be held harmless from any and all liability for damages if COUNTY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event this Agreement shall be null and void, and unenforceable by either party.

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JAN 23 1962

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EXHIBIT "B"

DESCRIPTION OF PROPERTY WHICH CONSTITUTES  
THE SUBJECT MATTER OF THIS AGREEMENT

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

Northwest quarter (NW $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ); the South half (S $\frac{1}{2}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of the Northwest (NW $\frac{1}{4}$ ) quarter less the North 275.00 feet; and the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section 23, Township 48 South, Range 42 East, less the right-of-way for State Road 9 (I-95) Drainage Canal and the right-of-way for State Road 9 (I-95).

LESS: Commencing at the Northeast corner of the Northwest quarter (NW $\frac{1}{4}$ ) of Section 23, Township 48 South, Range 42 East; thence with a bearing of S. 0° 16' 33" E., a distance of 928.01 feet to a point; thence with a bearing of S. 89° 58' 54" W., a distance of 408.90 feet to the Point of Beginning; thence with a bearing of S. 0° 01' 06" E., a distance of 378.13 feet to a point; thence with a bearing of S. 89° 58' 15" W., a distance of 517.80 feet to a point; thence with a bearing N. 89° 58' 54" E., a distance of 517.80 feet more or less to the Point of Beginning.

INTERIM SEWAGE TREATMENT PLANT SITE DESCRIPTION

A 100-foot x 125-foot plant site area and a 40-foot x 100-foot polishing pond lagoon site located within the aforescribed parcel in the northeast corner of Tract "B" of Loch Lomond Section 3.

EX-201-534



ORIGINAL

EXHIBIT "B"

PLAT PLAN

As submitted by JOHN A. GRANT, JR., JOHN A. GRANT, JR.,  
INC., Consulting Engineers and Land surveyors, Boca  
Raton, Florida, dated July 1972, December 1972, and  
revised January 1973. Their Job No. 36-100-683.

73-151034

ORIGINAL

PROJECT 73-2-24

AMENDMENT TO DEVELOPER'S AGREEMENT

THIS AMENDMENT TO AGREEMENT made and entered into this 4th day of July, 1973, by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter called "COUNTY", and ZAHN BUILDERS INCORPORATED hereinafter called "DEVELOPER".

WHEREAS, on February 10, 1973 the parties entered into a Developer's Agreement for the furnishing of water and sewer service to the property of Developer described in said Agreement; and

WHEREAS, on March 13, 1973, the COUNTY entered into an Agreement with Oriole Land Development Company to construct and dedicate to COUNTY a 1.0 M.G.D. wastewater treatment plant; and

WHEREAS, Oriole Land Development Company has stipulated in said Agreement that any developers utilizing any capacity of said plant shall pay to COUNTY the same cost per gallon of capacity utilized as the cost per gallon that Oriole Land Development Company incurs; and

WHEREAS, the cost per gallon incurred by Oriole Land Development Company is calculated at \$1.18 per gallon.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties hereto and other good and valuable considerations, the parties hereto covenant and agree that the Agreement of February 10, 1973, recorded in Official Record Book 5231 at Page 495-507 of the Public Records of Broward County, Florida, be amended in the following respects only:

1. DEVELOPER agrees to pay to COUNTY the amount of \$78,470.00, said payment being the cost of 66,500 gallons per day multiplied by \$1.18 per gallon requested.
2. Said cost is in addition to the charges as set forth in the Developer's Agreement between Developer and County and dated February 10, 1973.
3. Said charges are due and payable upon execution of this supplement by Developer.
4. The 66,500 gallons per day capacity specified in Item (1) above will be utilized to serve Phase I and II of this project in lieu of the proposed 120,000 G.P.D. capacity portable wastewater treatment plant as referred to in Section I - (J) of the Developer's Agreement.
5. In the event of a delay, for any reason, in the availability of capacity in the Oriole Land Development Company plant, Developer will proceed with the installation of the wastewater treatment plant as specified in Section I - (J) of the Developer's Agreement.
6. Monies paid by Developer to County for Oriole plant capacity thereby not utilized would be subject to refund.
7. The Agreement of February 10, 1973 recorded in Official Record Book 5231 at Page 495-507 of the Public Records of Broward County, Florida, shall remain in full force and effect except as hereinabove amended.

Per Co. Comm 7/17/73  
Utilities Department  
Return to Minutes

JACK HERTLER, COUNTY RECORDER

73 JUL 23 AM 10:32

REC-5371 PAGE 932

ORIGINAL

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Signed, sealed and delivered  
in the presence of:

Frank J. Brady

(As to COUNTY)

Guinevere Martens

Mary Logan  
(As to DEVELOPER)

BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

By: Jack Wheeler  
Chairman

Attest: Jack Wheeler

ZAHN BUILDERS, INCORPORATED

Robert C. Zahn  
President

Roger C. Zahn  
Secretary

STATE OF FLORIDA }

COUNTY OF BROWARD }

I HEREBY CERTIFY, That on this day before me personally appeared Robert C. Zahn and Roger C. Zahn respectively, as President and Secretary of ZAHN BUILDERS, INCORPORATED, a corporation of the State of Florida to me known to be persons described in and who executed the foregoing Agreement and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein expressed; and they affixed thereto the official seal of said corporation.

WITNESS my signature and official seal at Fort Lauderdale, Broward County, Florida, this 6th day of July, 1973.

Guinevere Martens  
Notary Public

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Aug. 5, 1974  
Printed by Notary Public's Office

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
JACK WHEELER  
COUNTY COMPTROLLER

FILE 5371 PAGE 933

73- 71395

DEVELOPER'S AGREEMENT

ORIGINAL

THIS AGREEMENT made and entered into at Fort Lauderdale, Broward County, Florida, this 14th day of February, 1973, by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter called "COUNTY", and ZAHN BUILDERS, INC., hereinafter called "DEVELOPER".

## WITNESSETH:

WHEREAS, Broward County is the owner and operator of a water treatment and/or sewage treatment plant, together with water distribution and/or sewage collection facilities known as "BROWARD COUNTY WATER AND SEWER SYSTEM NO. 2".

WHEREAS, DEVELOPER owns or controls certain property situate, lying and being in Broward County, Florida, as shown and described in EXHIBIT "A" attached hereto and made a part hereof; and all references hereinafter contained to "DEVELOPER'S PROPERTY" mean the property herein referred to; and

WHEREAS, DEVELOPER is desirous of procuring water service and sewage disposal service from the COUNTY for a SIX HUNDRED SIXTY-THREE (663) UNIT APARTMENT COMPLEX to be constructed on DEVELOPER'S PROPERTY in FOUR (4) Phases as follows:

Phase I	- 124 Multiple Family Units
Phase II	- 196 Multiple Family Units
Phase III	- 163 Multiple Family Units
Phase IV	- 180 Multiple Family Units

and;

WHEREAS, the parties hereto desire to enter into an agreement setting forth the mutual understandings and undertakings regarding the furnishing of said water and sewer service by COUNTY to the property hereinabove referred to; and

WHEREAS, this agreement and all stipulations and/or covenants are acknowledged to be subject to the approval of the Florida Department of Health and Rehabilitative Services, the Florida Department of Pollution Control, the Broward County Pollution Control Board, and the Broward County Health Department, and any other regulatory agencies having jurisdiction of the subject matter of this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto and other good and valuable considerations, the parties hereto covenant and agree subject to the above provisions in the fifth preamble each with the other as follows:

## I

(A) The term "DEVELOPER" includes each and every owner of any parcel of land located within the above described property for the purposes of this agreement.

(B) It will be the obligation of the DEVELOPER, at his expense, to design, construct and install water service and sewage collection lines over, through, under and across DEVELOPER'S property in accordance with plans, specifications and engineering data as submitted by a Florida registered engineer, to be approved by the regulatory agencies referred to above, and by the COUNTY'S Consulting Engineers and/or Director of Utilities; and said water service and sewage collection lines will be installed and connected to COUNTY'S existing water and sewage collection lines, all of which work shall be paid for by DEVELOPER. Such sewage collection lines to be installed at DEVELOPER'S expense shall include, but not limited to all gravity flow mains, force mains and lift stations required for the furnishing of service to DEVELOPER'S property.

*Pic. Co. Comm. 5/13/73*  
*Water Dept.*  
*Robert M. Miller*

JACK HENRIE, CLERK/RECORDER

73 APR 5 PM 4:30

REC-231-4180

File 9

ORIGINAL

(C) DEVELOPER shall, at his expense, retain the services of the same registered professional engineer who prepared plans and specifications for the water service and sewage collection systems for the purpose of providing necessary inspection and supervision of the construction work to insure that construction is at all times in compliance with accepted sanitary engineering practice and the approved plans and specifications. A copy of each field report shall be submitted to COUNTY as each such inspection is made.

(D) During construction and at the time when periodic inspections are required, COUNTY'S Consulting Engineer and/or Director of Utilities, or his authorized representative, together with DEVELOPER'S engineer, will be present to observe and jointly witness tests for determination of conformance to approved plans and specifications.

(E) DEVELOPER will notify COUNTY before any construction is begun and at the times when inspections will be required. Said notification shall be made in writing and shall be received by the COUNTY at least twenty-four (24) hours in advance.

(F) The work to be performed by DEVELOPER, as above provided for, may not be commenced until all plans and specifications covering the work to be performed are approved in writing by COUNTY'S Consulting Engineer and/or Director of Utilities.

(G) The work to be performed by DEVELOPER, pursuant to the provisions set forth herein, shall be in accordance with all requirements of the regulatory agencies having jurisdiction of the subject matter of this Agreement.

(H) As and when the water service and sewage collection systems have been satisfactorily installed, inspected, tested and approved in writing by the DEVELOPER'S engineer, together with the COUNTY'S Consulting Engineer and/or Director of Utilities, COUNTY will thereafter maintain the water service system and sewage collection system without cost to DEVELOPER; provided, the obligation of the COUNTY to maintain the water service system and sewage collection system will not take effect until such time as DEVELOPER has conveyed title to said systems to COUNTY and furnished the As-Built drawings described in Paragraph (I) below.

(I) DEVELOPER will, at his expense, furnish to the COUNTY one complete set of reproducible As-Built drawings prepared by the engineer who designed the water service and sewage collection systems. Said As-Built drawings shall also be certified by the engineer and must show all pertinent information as to the correct location of all mains, services, pumps, valves, manholes, laterals, easements, etc. affecting the water service and sewage collection systems as constructed in the field.

(J) DEVELOPER will purchase and install a 120,000 G.P.D. capacity portable wastewater treatment plant facility to serve this project. Prior to purchase and installation, DEVELOPER shall submit for approval; plans, specifications and engineering data to the Florida Department of Pollution Control, The Broward County Air and Water Pollution Control Board and the COUNTY'S Consulting Engineer and/or Director of Utilities or his designated representative. Upon completion of installation of said wastewater treatment plant and approval and acceptance by the COUNTY, DEVELOPER will, without cost to COUNTY, transfer to COUNTY by BILL OF SALE ABSOLUTE all DEVELOPER'S right, title and interest in and to the complete facility. This wastewater treatment plant shall remain the property of the COUNTY and COUNTY shall be responsible for the service and maintenance of same.

The DEVELOPER will pay to the COUNTY the following sums for water connection charges and sewage connection charges for each development Phase as hereinafter set forth, said Phases being more specifically described in EXHIBIT "B" to this Agreement.

desire to decorate the exterior in a color and finish other than that originally supplied by the builder at the time of construction of the dwelling units, then the consent in writing of the other parties, and the consent in writing of THE LOCH LOMOND CLUB SOUTH, INC., shall be obtained prior to said decoration changes being effected, and in addition, if there shall be any mortgages upon any party's property, then the consent in writing of any and all holders of first mortgages shall also be required prior to such change in decoration being effected.

14. Normal maintenance of the roof of the parties' dwellings such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of the parties. The expense of such maintenance shall be borne proportionately by the parties in shares proportionate to the square footage of the parties' dwelling units.

15. Hazard insurance shall be maintained upon the multi-unit structures in accord with the provisions of the Declaration of Insurance Provisions for Tract B of Loch Lomond Section 3 as recorded in Plat Book 78 at Page 46 of the Public Records of Broward County, Florida, and the expense of such insurance shall be borne proportionate to the square footage of the parties' dwelling units.

16. All the terms, provisions and requirements of the Articles of Incorporation and By-Laws of THE LOCH LOMOND CLUB SOUTH, INC., and the Declaration of Insurance Provisions for 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 incorporated in this document by reference.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

16th day of February, 1978;

Signed, sealed and delivered in the presence of

[Signature]  
Stacy W. Augustin  
Stacy W. Augustin  
Holly H. Vose

HOLLYWOOD PINES, INC., a Florida corporation

By: [Signature]  
Katherine A. Chappetta, President

LAHN HULLERS, INC., a Florida corporation

By: [Signature]  
Robert C. Lahn, President

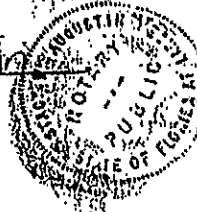
11-7462-467

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day  
of February, 1978, by KATHERINE R. CHIAPETTA President of HOLLYWOOD PINES, INC.,  
a Florida corporation.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 3 1980  
BOBBO WELLS CHASELSEA, FLORIDA

Stacy W. Augustin  
Notary Public



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day  
of February, 1978, by ROBERT C. ZAHN, President of ZAHN BUILDERS, INC., a Florida  
corporation.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 3 1980  
BOBBO WELLS CHASELSEA, FLORIDA

Stacy W. Augustin  
Notary Public



11-7462-468

Exhibit "A"

All of Tract B of Loch Lownd Section 3, and Lots 3 through 6 in Block 10 of Loch Lownd Section 3, according to the Plat thereof as recorded in Plat Book 78 at Page 46 of the Public Records of Broward County, Florida.

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

RE 7462 JUL 469



78- 60203

DECLARATION OF INSURANCE PROVISIONS FOR TRACT B, LOCH LOMOND  
SECTION 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT  
BOOK 78 AT PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

WHEREAS, THE LOCH LOMOND CLUB SOUTH, 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 B of Loch Lomond Section 3 above described, and

WHEREAS, HOLLYWOOD PINES, INC., a Florida corporation, is the owner in fee simple of portions of Tract B of Loch Lomond Section 3 above-described, and

WHEREAS, the above corporations own in fee simple, the entirety of Tract B of Loch Lomond Section 3 above-described.

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 B 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 B, this Declaration of Insurance Provisions 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 South, 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 incorporated by reference in this instrument.

*Letum to:* →

Prepared by: DOUGLAS A. WILLIAMS

4901 North Federal Highway, Suite 480, Fort Lauderdale, Florida 33308

78 MAR 13 AM 8:45

RE 7462 REC 470

31<sup>st</sup>

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 multi-family structure constructed upon the aforescribed Tract B of Loch Lomond Section 3.

3. INSURANCE: The insurance other than title insurance that shall be carried upon the multi-family structures to be constructed upon portions of Tract B of Loch Lomond Section 3, shall be governed by the following provisions:

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

1. Purchase: All insurance policies upon the multi-family structures above-described shall be purchased by THE LOCH LOMOND CLUB SOUTH, 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 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 SOUTH, INC., individually, and as agent for the owners of units in the multi-family structures 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: Such policies shall provide that the payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. All insurance and insurance carriers are subject to the approval of the institutional mortgagee holding the largest aggregate balance of mortgages on the premises; no such insurance shall be placed without such prior approval by the aforesaid institutional mortgagee.

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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 afore-described multi-family structures 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 multi-family structure 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 afore-described.

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 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 mortgagee. Certain provisions in this section entitled "Insurance" are for the benefit of all 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 that mortgagee.

4. DISTRIBUTION OF PROCEEDS: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

- (a) Expense of the trust. All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.
- (b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
- (c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.
- (d) Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of THE CLUB made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

5. THE CLUB shall collect as part of the Common Expenses sums necessary for casualty insurance premiums, or premiums for any insurance deemed necessary by the institutional mortgagee owning the highest amount of mortgage indebtedness against units, as follows:

- (a) One-twelfth (1/12) of said premiums shall be collected each and every month from the Unit Owners in such proportion as set forth in the Declaration of Party Wall covenants and restrictions, which sums are to be deposited monthly in an escrow account maintained in a national bank, savings and loan association, or other

RE 7462  
PAGE 47A

appropriate escrow entity. Failure or refusal of THE CLUB to collect and deposit such premium payments in the escrow account as herein described shall permit any institutional mortgagee owning a mortgage on a unit, to advance such premium payments for existing insurance, or additional insurance, or new insurance, as recommended by the mortgagee owning the highest amount of mortgage indebtedness, and such mortgagee advancing or paying for such premium payment shall have a lien against all units, in addition to the lien of its mortgage against a particular unit. This right given to an institutional mortgagee shall in no way require that the mortgagee make such premium payment(s).

6. Notwithstanding anything herein to the contrary, funds paid as a result of a casualty or claim in connection with insurance proceeds shall be paid solely to an institutional mortgagee in the event a mortgage owned by said institutional mortgagee is in default for a period of thirty (30) days at the time that said proceeds are paid by the insurer.

7. RECONSTRUCTION AND REPAIR AFTER CASUALTY:

A. Determination whether to reconstruct and repair. Whether or not individually owned 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 multi family structure are found by the board of directors of THE CLUB to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

2. Major damage: If less than two units of any multi family structure are found by the board of directors of THE CLUB to be tenantable 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 structure, 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 multi family structure.

(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 a meeting of three or more unit owners in the damaged multi family structure, the damaged property will be reconstructed and repaired; but if not so approved, the structure 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.

8. Report of damage. If any part of the individually owned 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 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 accordance with normal procedures of local institutional lenders in disbursing construction loan proceeds. The Insurance Trustee shall act as the disbursing agent utilizing such construction loan disbursement procedures that are customary for its institution. The Insurance Trustee may utilize the services of a registered Florida architect who shall be paid by the Board of Directors of the Association.

(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.

F. Benefits of mortgagees. Certain provisions in this section entitled "Reconstruction or Repair after Casualty" are for the benefit of Mortgagees of individually owned units. All of those 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 24 day of February 1978.

Signed, Sealed and Delivered  
in the presence of:

Holly H. Zahn  
Stacy W. Augustin  
Holly H. Zahn  
Stacy W. Augustin  
Katherine B. Chiappetta  
Stacy W. Augustin

ZAHN BUILDERS, INC.  
BY: Robert C. Zahn  
Robert C. Zahn, President  
THE LOCH LOMOND CLUB SOUTH, INC.  
BY: Roger C. Zahn  
Roger C. Zahn, President  
HOLLYWOOD PINES, INC.  
BY: Katherine B. Chiappetta  
Katherine B. Chiappetta, President

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24 day of February, 1978, by Robert C. Zahn as President of ZAHN BUILDERS, INC., a Florida corporation, on behalf of said corporation.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 3, 1980  
BONDED TEN THOUSAND DOLLARS UNDERWRITTEN

Stacy W. Augustin  
Notary Public

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24 day of February, 1978, by Roger C. Zahn as President of THE LOCH LOMOND CLUB SOUTH, INC., a Florida corporation, on behalf of said corporation.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 3, 1980  
BONDED TEN THOUSAND DOLLARS UNDERWRITTEN

Stacy W. Augustin  
Notary Public

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this  
11th day of FEBRUARY, 1976, by Katherine Chiappetta as  
President of HOLLYWOOD PINES, INC., a Florida corporation, on  
behalf of said corporation.

THAT PUBLIC STATE OF FLORIDA A' LAKE  
MY COMMISSION EXPIRES OCT. 3 1980  
FOUNDED THIS OFFICIAL AS UNDERWRITERS

Stacy W. August  
Notary Public



RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
L. H. HESTER  
COUNTY ADMINISTRATOR

(10)

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# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on June 5, 1992, to Articles of Incorporation for LOCH LOMOND CLUB SOUTH HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 741848.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
12th day of June, 1992.



CR2EO22 (2-91)

*Jim Smith*

Jim Smith  
Secretary of State

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19.50  
WA

DN 1366316114

ARTICLES OF AMENDMENT

LOCH LOMOND CLUB SOUTH HOMEOWNERS ASSOCIATION, INC.

FILED  
92 JUN -5 AM 8:46  
SECTION 3, PLAT 10  
TALLAHASSEE, FLORIDA

BY THESE ARTICLES OF AMENDMENT, the Loch Lomond Club South Homeowners Association, Inc., a non-profit corporation formed under the laws of the State of Florida, amends its Articles of Incorporation.

1. The name of the corporation is Loch Lomond Club South Homeowners Association, Inc.

2. ARTICLE II. PURPOSE is amended to read as follows:

ARTICLE II.  
PURPOSE

The Association shall exist as a nonprofit Homeowners Association with the purpose of promoting the welfare and enjoyment of its members, the owners of the dwelling units within that certain real property ("Property") situate, lying and being in Broward County, Florida and more particularly described as follows:

All of Tract B, and Lots 3,4,5 and 6, Block 10 of LOCH LOMOND SECTION 3, according to the Plat thereof, recorded in Plat Book 78 at Page 46 of the Public Records of Broward County, Florida.

More specifically, but without limitation, the purpose of the Association is: (a) to acquire, construct, improve, maintain and operate its real property and such personal property as may be necessary or convenient for the use thereof; (b) to levy and collect assessments to effect the proper purposes of the Association; (c) to control the use of the dwelling units; (d) to control the exterior maintenance of the dwelling units; (e) to effect certain maintenance and repair of the dwelling units; and, (f) to maintain landscaping, shrubbery and lawns within the Property.

3. ARTICLE III. POWERS is amended to read as follows:

ARTICLE III  
POWERS

The Association shall have the following powers:

A. The association shall have all of the powers and privileges granted to corporations not for profit under the law of the State of Florida.

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

(1) To establish and enforce reasonable rules and regulations governing the use of its property.

(2) To establish and enforce reasonable rules and regulations governing the use of the dwelling units.

(3) To collect assessments from the members of the Association to accomplish the purposes of the Association, all as may be provided in these Articles and the Bylaws of the Association, as amended from time to time, and in the Declaration of Insurance Provisions, which have been or will be recorded in the Public Records of Broward County, Florida, covering the property.

(4) To make and enter into any and all contracts necessary or desirable to accomplish the purposes of the Association.

(5) To enforce the provisions of these Articles of Incorporation and the Bylaws of the Association, as amended from time to time, and the Declaration of Insurance Provisions.

(6) 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 Association may hereafter deem it expedient and in the best interest of its members, such conveyance of the dedication to be at the sole discretion of the Board of Directors.

4. This Amendment to the Articles of Incorporation of Loch Lomond Club South Homeowners Association, Inc., was recommended by its Board of Directors, approved by its shareholders and adopted by on February 26, 1992.

5. This Amendment was approved by the Members of Loch

BK 19663PG1B1B

Lomond Club South Homeowners Association, Inc.; the Members of Loch Lomond Club South Homeowners Association, Inc. are the only voting group entitled to vote on the amendment; and the number of votes cast for this Amendment by the Members of Loch Lomond Club South Homeowners Association, Inc., was sufficient for approval by the Members.

Dated:

LOCH LOMOND CLUB SOUTH  
HOMEOWNERS ASSOCIATION, INC.

By: Gladys E. Houck  
GLADYS HOUCK, Pres.

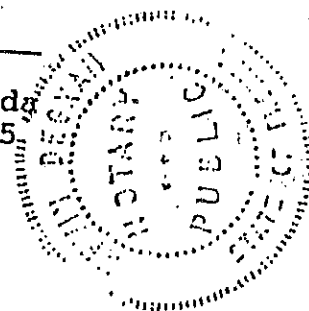
Attested:

Kevin Degnan  
SECRETARY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12 day of MAY, 1992, by GLADYS HOUCK, President of LOCH LOMOND CLUB SOUTH HOMEOWNERS ASSOCIATION, INC., a non-profit Florida corporation, on behalf of the corporation; she is personally known to me and did not take an oath.

Kevin Degnan  
KEVIN DEGNAN  
Notary Public, State of Florida  
My Commission expires: 5-25-95  
Commission number: CC114076



RECORDED IN THE PUBLIC RECORDS BOOK  
OF THE COUNTY OF BROWARD  
FLORIDA  
DATE: 05-25-1992

BK 19663PGN817

# State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of  
Articles of Incorporation of THE LOCH LOMOND CLUB  
SOUTH, INC., a corporation not for profit organized  
under the Laws of the State of Florida, filed on  
March 1, 1978, as shown by the records of this office.

The charter number for this corporation is 741848.



GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
2nd day of March, 1978.

*James A. Smathers*  
SECRETARY OF STATE

RE 7462 REC 481

ARTICLES OF INCORPORATION  
OF  
THE LOCH LOMOND CLUB SOUTH, INC.  
(A Corporation Not For Profit)

FILED  
MAR 1 8 53 AM '74  
BROWARD COUNTY, FLA.

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 SOUTH, 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 situated, lying and being in Broward County, Florida, described as follows, to-wit:

All of Tract B, and Lots 3, 4, 5 and 6, Block 10 of LOCH LOMOND SECTION 3, according to the Plat thereof, recorded in Plat Book 78 at Page 46 of the Public Records of Broward County, Florida.

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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MAR 7 1974  
MAR 4 1974



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 Insurance Provisions which have been or 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 SOUTH, INC., shall have the right to control the exterior maintenance of dwellings and improvements constructed on 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.

RE 7462 PAGE 483

(2) To levy and collect assessments against the Stockholders of the corporation, to defray the expense of maintaining ownership of the property, real or 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 Insurance Provisions 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 adopted, and the provisions of the Declaration of Insurance Provisions 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 Declaration of Insurance Provisions, 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 Insurance Provisions 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 108 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 Lomond Club South, Inc. that this Article 4E shall no longer be of any cause and effect.

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

Lots 1 and 2, Block 10 of Loch Lomond Section 3, according to the Plat thereof, as recorded in Plat Book 78 at Page 46 of the Public Records of Broward County, Florida,

shall have the non-exclusive use of the recreation facilities of The Loch Lomond Club South, Inc. These occupants shall have the right to use all recreational facilities contained in the recreation area of Tract B of Loch Lomond Section 3, and shall be governed by the Articles of Incorporation and By-Laws of The Loch Lomond Club South, Inc., which are incorporated herein by reference, and shall be regulated by the rules and regulations of The Loch Lomond Club South, Inc. and by the terms of the occupants Recreation Area Sub-Leases which are herein incorporated by reference.

G. The membership in The Loch Lomond Club South, Inc. and use of the recreational facilities located on Tract B of Loch Lomond Section 3 shall be limited to owners of residential dwelling units located on Tract B of Loch Lomond Section 3 and of Lots 3, 4, 5 and 6, Block 10 of Loch Lomond Section 3. With the exception of the possible admittance of Lots 1 and 2, Block 10 of Loch Lomond Section 3 to The Club within two (2) years from date, any change, alteration or amendment to this Paragraph G shall require the approval of all institutional lenders with mortgage liens on real property located in Tract B of Loch Lomond Section 3.

5. TERM

The corporation shall have perpetual existence.

6. PRINCIPAL OFFICE

The principal office of the corporation shall be located at 530 West Sample Road, 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 Insurance Provisions, 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 Insurance Provisions.

8. 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

ME 7462 mc 486

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.

#### 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

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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 shall be authorized representatives, officers or employees of a corporate member of the corporation.

#### 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	530 W. Sample Road, Pompano Beach, Florida
Roger C. Zahn	530 W. Sample Road, Pompano Beach, Florida
George W. Proun	530 W. Sample Road, Pompano Beach, Florida

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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 hereof.

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	530 W. Sample Road Pompano Beach, Florida 33064
VICE PRESIDENT:	Robert C. Zahn	" "
SECRETARY:	Robert C. Zahn	" "
TREASURER:	Roger C. Zahn	" "

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 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 detailed form, which notice shall

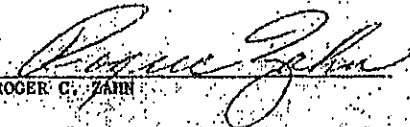
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be mailed or presented personally to each member, not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the CORPORATION, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the CORPORATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than three-fourths (3/4) of the units in the Property in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the Office of the Secretary of State of the State of Florida. At any meeting held to consider such amendment or amendments of these Articles of Incorporation, the written vote of any member of the CORPORATION shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the CORPORATION at or prior to such meeting.

Notwithstanding the foregoing provisions of this Article 16, no amendment to these Articles of Incorporation which shall abridge, amend or 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 29th day of December, 1977.

  
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 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 9th day of December, 1978.

Stacy W. Augustine  
Notary Public

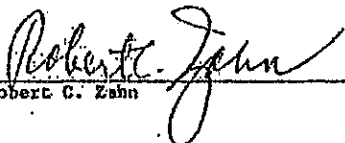
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT 3 1980  
BONDED THRU GENERAL INS. UNDERWRITERS

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

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

First, that THE LOCH LOMOND CLUB SOUTH, INC., desiring to  
organize under the laws of the State of Florida with its principal office  
as indicated in the Articles of Incorporation at Pompano Beach, County of  
Broward, State of Florida, has named ROBERT C. ZAHN, located at 530 West  
Sample Road, Pompano Beach, Florida 33064 as its agent to accept service  
of process within this State.

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

  
Robert C. Zahn

MAE 1-8-53 AM '78  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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# BYLAWS OF

HOMEOWNERS ASSOCIATION, INC.

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The office of the Association shall be at 3000 NW 5th  
3001 NW 4th Terrace, Pompano Beach, Florida 33064 or  
place as the Board of Directors shall designate from

A) The qualification of members, the manner of their admission to membership, termination of such membership and voting by members shall be as set forth in Article 4 of the Articles of Incorporation of the Association.

1



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 persons named in a Certificate signed by all of the owners of the dwelling unit and filed with the Secretary of the Association, 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, the form of which is to be approved by the Association. 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 an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

F) Except as otherwise required by the Articles of Incorporation of the Association, these Bylaws, the Declaration of Insurance Provisions or where the same may otherwise be required by Law, the affirmative vote of a majority of the members represented at any duly called member's 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 Association or at such other place designated by the Board of Directors, at a time and date designated by the Board of Directors. The meeting shall be held during the month of February for each and every year hereafter, for the purpose of electing Directors and for transacting any other business authorized to be transacted by the members.

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 members.

C) Notice of all membership meetings regular or special shall be given by the President, Vice-President, or Secretary of the Association or other Officer of the Association 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 member 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 member within said time. If presented personally, receipt of such notice shall be signed by the member, 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 member at his post office address as it appears on the records of the Association as of the date of mailing such notice the postage thereon prepaid. Proof of such

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mailing shall be given by the Affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such member. If any meeting of the Association members cannot be organized because a quorum has not attended, or because the greater percentage of the members 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 Bylaws or the Declaration of Insurance Provisions. The members 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 membership Meetings, and as far as practical, at any other Membership 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 Association and succeeding Boards of Directors, shall consist of at least three

(3) persons.

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

i) At any meeting at which the Association member shall be entitled to elect any Director to the Board of Directors, the Directors shall be elected by a plurality of the votes cast at such Meeting.

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

iii) As many Directors of the Association 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 members 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 manner 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.

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 Insurance Provisions. 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 Bylaws or the Declaration of Insurance Provisions, 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

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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' meeting shall be the Chairman of the Board, if such an Officer had 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.

I) There shall be no Director's fees.

J) All of the powers of the Association shall be exercised by the Board of Directors, including those powers existing under the common law and statutes, the Articles of Incorporation of the Association, these Bylaws and the Declaration of Insurance Provisions.

K) Any one or more of the members of the Board of Directors of THE ASSOCIATION may be removed, either with or without cause, at any time by a vote of two thirds (2/3) of the Members at any Special Meeting called for such purpose, or at the Annual Meeting.

#### 5. OFFICERS

A) The executive officers of the Association 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 the President and the office of the Vice-President 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 Association. He shall have all of the powers and duties which are usually vested in the office of the President of a Homeowners association, 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 Association.

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 Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of a Homeowners

association and as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E) The Treasurer shall have custody of all of the property of the Association 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 Association 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 Association shall be fixed by the Directors; but, if 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 members at the Annual Membership 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\BUDGET

In order that the Association 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 Association, and accomplish all of the purposes of the Association as set forth in the Articles of Incorporation and Bylaws, and the Declaration of Insurance Provisions, the Association shall have the right and authority to make, levy and collect assessments against the owners of dwelling units in the Property. Such assessments are to be made, levied and collected as follows:

- A) All assessments levied shall be uniform;
- B) An assessment levied 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 Association.
- C) The Board of Directors of the Association shall establish an annual Budget in advance for each fiscal year; 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 Association 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, the Budget shall 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 of the Association, paving or other maintenance of the common areas, and maintenance of the lawns and landscaping which may be contracted for by the Association, and may include betterments, improvements and replacement of personal property.

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 Association, the Board of Directors shall have the authority to levy such additional or special assessment or assessments as it shall deem necessary 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 members.

F) The funds, assets, and property of the Association shall be treated as the separate property of the Association.

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 Association 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, to the Association for: the payment of all assessments, regular or special, which may be levied by the Association while such party or parties are the owner or owners of a dwelling unit; interest on such delinquent assessment or installment thereof, at the maximum rate allowed by Florida law as may be in effect from time to time, until the delinquent assessment or installment thereof and said interest, is fully paid; all cost of collecting such assessment or installment thereof, and interest thereon, including a reasonable attorney's fee whether suit be brought or not; and, all costs, including, without limitation, attorney's fees, incurred by the Association to enforce compliance by such Unit Owner with the Articles of Incorporation, the Bylaws, the Declaration of Insurance Provisions or the Association's Rules and Regulations.

I) In addition to any and all other remedies which may be afforded to the Association in the Articles of Incorporation, the Bylaws, the Declaration of Insurance Provisions or under the applicable laws of the State of Florida, in order to protect and preserve the interests of all members or the Association, the Association is hereby granted a lien upon each dwelling unit, respectively, to secure moneys due from the Owner or owners thereof for all assessments, regular or special, now or hereafter levied, or pursuant to Paragraph 6 (H) above. This lien shall also secure all expenses and collection costs, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien against each dwelling unit.

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The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The Association shall be entitled to appointment of a Receiver for any dwelling unit as a matter of right. The lien granted to the Association shall secure all advances made by the Association to protect and preserve its lien, with interest on all such advances at the maximum rate allowed by Florida law as may be in effect from time to time. Any person who shall acquire, by whatever means, any ownership interest of a dwelling unit, or who may be given or acquire a Mortgage Lien or other encumbrance thereon, is hereby placed on notice of the lien rights granted to the Association and shall acquire the interest in any dwelling unit subject to such lien.

J) The lien herein granted to the Association shall be effective from and after recording in the Public Records of Broward County, Florida. A Claim of Lien stating the 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 shall continue in effect until all sums secured by said lien shall have been fully paid. The lien shall also secure all assessments which may become due and payable subsequent to the recording of any Claim of Lien. A Claim of Lien must be signed and verified by an officer or agent of the Association and shall be duly satisfied of record upon full payment of the sums secured thereby. The lien of the Association shall be subordinate only to the lien of a first mortgagee

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recorded prior to the time of recording the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by the Association where any taxing authority having jurisdiction levies any tax or special assessment against the Association as an entirety instead of levying the same against each Unit, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to these Bylaws.

K) No person who acquires title to any dwelling unit by virtue of foreclosure or judicial sale, or deed in lieu of foreclosure, shall be responsible for any accrued assessments or like charges through the date on which title is acquired.

L) Upon the written request of the Owner of a dwelling unit, the Association shall furnish to the proposed purchaser, mortgagee or lessee a statement verifying whether there are outstanding, unpaid assessments with regard such dwelling unit. The prospective purchaser, mortgagee or lessee may rely upon such statement provided by the Association to conclude the proposed sale, mortgage or lease transaction and the Association shall be bound by such statement. If a unit is sold, mortgaged or leased at a time when an Owner has failed to pay any assessment due, whether a Claim of Lien has been recorded by the Association, the

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purchaser, mortgagee or lessee shall apply the proceeds of such sale, mortgage, or rent to the payment of the delinquent assessment.

M) Every prospective transferee, whether purchaser or tenant, of a dwelling unit, together with the Unit's Owner, shall submit an application to the Association for Association approval of the transfer of such dwelling unit. The approval of the Association shall not be unreasonably withheld. No purchaser or tenant shall take possession and no Unit Owner transfer shall transfer possession of a dwelling unit without the prior written Association approval of the transfer. The application process, the form of the application, the information to be provided, the standards for approval or disapproval and the cost of processing the application shall be as the Board of Directors may require from time to time and as may, in the Board's sole discretion, be set forth in the Association's Rules and Regulations. In addition, every prospective transferee shall agree in writing to be bound by and comply with the Articles of Incorporation, the Bylaws, the Declaration of Insurance Provisions and the Association's Rules and Regulations.

The cost of processing the application shall be borne by the prospective purchaser or tenant. If the cost of processing is not paid by the prospective purchaser or tenant, it shall be paid by the Owner of the dwelling unit.

The Board of Directors may require, without limitation, as a condition of approval of transfer that a lease contain certain

specific terms and provisions and that a Unit Owner be responsible for the compliance by the occupants of the leased unit with the Association's Articles, Bylaws and Rules & Regulations.

N) The Association shall maintain a Register of the names of the owners, tenants and mortgagees of the dwelling units. Each transferee, upon the transfer to him of title or possession of a Unit, shall notify the Association in writing of such transfer. The owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

O) Upon the voluntary conveyance of a dwelling unit, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments, together with all costs of collection, whether a claim of lien has been filed. A deed in lieu of foreclosure of an institutional first mortgage shall not be considered a voluntary conveyance for the purposes of this section.

P) Institution of a suit at law to effect collection of any delinquent assessment shall not be deemed an election by the Association 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 Association.

#### 7. DUTIES

The duties of the Association shall include, without limitation, the following:

- A) The Association shall be responsible for sewer and certain other utility lines to be placed from time to time upon the Property, including maintenance and operational expenses thereof.
- B) The Association shall be responsible to maintain and repair the following:
  - 1. Roofs, including the structural components thereof, of dwelling units. This shall not include patio roofs or awnings or roofs over additions or roofs used as sundecks.
  - 2. Party walls.
  - 3. Wiring, pipes and other components contained within a Party Wall.
  - 4. Exterior walls. This shall not include doors, windows or sliding glass doors.
  - 5. Recreational buildings and facilities.
  - 6. Streets, landscaping, utilities and common areas.

Each member hereby grants an easement for access in and to his dwelling unit to permit the Association to effect repairs and maintenance.

## 8. FISCAL MANAGEMENT

A) The Depository of the Association 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 Association 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.

B) An audit of the accounts of the Association shall be made annually by a Certified Public Accountant and a copy of such report shall be furnished to each member no later than April 1st of the year following the year for which the report is made. The scope of the 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 Association 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 Association.

D) Any excess of moneys received from assessments paid by the members and held by the Association 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 Association to apply against future expenses of the Association and/or establishment of reserves, operating and replacement as the Board of Directors shall deem to be expedient in their sole discretion.

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9. SALE, PURCHASE, LEASE, EXCHANGE, OR MORTGAGE  
OF ASSOCIATION PROPERTY AND DISSOLUTION OF THE ASSOCIATION

A) The Association has the absolute right, to convey or dedicate the real property owned by Association to the Public for street right-of-way or sidewalk purposes at any time hereafter when the Board of Directors of the Association, 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 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 two-thirds (2/3) of the members which consent may be in writing or by vote of the required members at any Special or Annual Meeting of the members; PROVIDED, HOWEVER, that all personal property owned by the Association, 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 members therefor.

C) In the event of dissolution of the Association, which shall be only with approval by vote or written consent of two-thirds (2/3) of the members, the common areas, if not previously

dedicated to the Public, shall be conveyed and/or dedicated by proper written instrument filed by the Association 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.

#### 10. AMENDMENTS TO BYLAWS

A) Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by two-thirds (2/3) of the Association members, whether meeting as members or by instrument in writing signed by them.

B) Upon any amendment or amendments to these Bylaws being proposed by said Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other Officer of the Association in absence of the President, who shall thereupon call a Special Meeting of the members 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 member 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 Association Members 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 two-thirds (2/3) of the members of the Association. Thereupon,

such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be placed in the permanent records of the Association.

D) At any Meeting held to consider such amendment or amendments to the Bylaws, the written vote of any members of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such Meeting.

E) Any reference herein to the Association's Articles of Incorporation or Bylaws is to the Articles or Bylaws, as they have been amended from time to time.

#### 11. RULES AND REGULATIONS

The Board of Directors is empowered to promulgate Rules and Regulations regarding the use of the property of the Association, the use of the dwelling units, the transfer of dwelling units, the conduct of all persons residing and visiting the Property and to effect any other purpose of the Association. The Association's Rules and Regulations may be enacted upon the majority vote of the Board of Directors and may be changed from time to time.

The Rules and Regulations shall supplement the Articles of Incorporation of the Association, these Bylaws and the Declaration of Insurance Provisions.

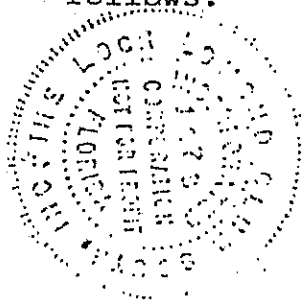
In addition to the remedies provided elsewhere in these



Bylaws, the Association's Rules and Regulations may be enforced by the Board of Directors by suit at law or in equity. If the Association brings suit to enforce its Rules and Regulations and prevails, the Association shall also be entitled to recover all costs, including a reasonable attorney's fee, from the Owner against whom the enforcement action was brought, and, if the enforcement action was brought against a tenant, from the tenant and the Owner of the unit occupied by the tenant.

12. CORPORATE SEAL.

The seal of the Association shall bear the name LOCH LOMOND CLUB SOUTH HOMEOWNERS ASSOCIATION, INC., the word "Florida", and the year of incorporation 1978. An impression of said seal is as follows:



The foregoing were adopted as the Bylaws of LOCH LOMOND CLUB SOUTH HOMEOWNERS ASSOCIATION, INC., a non-profit corporation formed under the laws of the State of Florida, at a meeting of the Board of Directors on February 26, 1992.

Dated: 2-26-92

LOCH LOMOND CLUB SOUTH  
HOMEOWNERS ASSOCIATION, INC.

By: Gladys E. Hquck  
GLADYS HQUCK, Pres.

Attested:

E. Allen Kennedy  
SECRETARY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2  
day of MAY, 1992, by GLADYS HOUCK, President of LOCH LOMOND  
CLUB SOUTH HOMEOWNERS ASSOCIATION, INC., a non-profit Florida  
corporation, on behalf of the corporation; she is personally  
known to me and did not take an oath.

Kevin Degnan  
KEVIN DEGNAN

Notary Public, State of Florida

My Commission expires: 5-25-95

Commission number: CC114076

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY  
COUNTY ADMINISTRATION

BK 19663PG11114U

84-127726

AMENDED  
BY-LAWS OF

LOCH LOMOND CLUB SOUTH  
HOMEOWNERS ASSOCIATION, INC.

1. IDENTITY

These are the amended By-Laws of LOCH LOMOND CLUB SOUTH HOMEOWNERS ASSOCIATION, INC., a non-profit corporation formed under the laws of the State of Florida, the Amended Articles of Incorporation of which were filed in the Office of the Secretary of State on April 3, 1984.

LOCH LOMOND CLUB SOUTH HOMEOWNERS ASSOCIATION, INC. hereinafter called THE ASSOCIATION, has been organized for the purpose of acquiring, owning, constructing, improving, maintaining and operating certain real property, 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, 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:

All of Tract B, and Lots 3, 4, 5 and 6 in Block 10, of LOCH LOMOND SECTION 3, according to the Plat thereof, recorded in Plat Book 78 at Page 46 of the Public Records of Broward County, Florida

LOCH LOMOND CLUB SOUTH HOMEOWNERS ASSOCIATION, 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 ASSOCIATION 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 now existing or subsequently amended, of the Articles of Incorporation, these By-Laws and the terms, provisions and authorizations contained in the Declaration of Insurance Provisions 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 Insurance Provisions 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 Insurance Provisions 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 Insurance Provisions.

C) The Association shall at all times maintain a Register of the names of the owners and mortgagees of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

D) The office of THE ASSOCIATION shall be at 3000 NW 5th Terrace - 3001 NW 4th Terrace, Pompano Beach, Florida 33064, or such other place as the Board of Directors shall designate from time to time.

E) The fiscal year of THE ASSOCIATION shall be the calendar year.

F) The seal of THE ASSOCIATION shall bear the name LOCH LOMOND CLUB SOUTH HOMEOWNERS ASSOCIATION, INC., the word "Florida", and the year of incorporation 1978. An impression of said seal is as follows:

RE 1162246103

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

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

B) A quorum at a meeting of THE ASSOCIATION members shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member 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 persons named in a Certificate signed by all of the owners of the dwelling unit and filed with the Secretary of THE ASSOCIATION, 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, the form of which is to be approved by the ASSOCIATION. 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 an ASSOCIATION meeting, shall be by the same person who would cast the vote of such owner if in an ASSOCIATION meeting.

F) Except where otherwise required under the provisions of the Articles of Incorporation of THE ASSOCIATION, these By-Laws, the Declaration of Insurance Provisions or where the same may otherwise be required by law, the affirmative vote of a majority of the members represented at any duly called

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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 ASSOCIATION or at such other place designated by the Board of Directors, at a time and date designated by the Board of Directors. The meeting shall be held during the month of February for each and every year hereafter, for the purpose of electing Directors and for transacting any other business authorized to be transacted by the members.

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 members.

C) Notice of all membership meetings regular or special, shall be given by the President, Vice-President, or Secretary of THE ASSOCIATION or other Officer of THE ASSOCIATION 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 member 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 member within said time. If presented personally, receipt of such notice shall be signed by the member, 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 member at his most office address as it appears on the records of THE ASSOCIATION 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 member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of THE ASSOCIATION, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such member. If any meeting of the ASSOCIATION members cannot be organized because a quorum has not attended, or because the greater percentage of the members 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

EE 116238-105

Articles of Incorporation, these By-Laws or the Declaration of Insurance Provisions, the members 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 Membership Meetings, and as far as practical, at any other Membership 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 ASSOCIATION and succeeding Boards of Directors, shall consist of at least one (1) person.

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

- i) At any meeting at which the ASSOCIATION member shall be entitled to elect any Director to the Board of Directors, the Directors shall be elected by a plurality of the votes cast at such Meeting.
- ii) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors.
- iii) As many Directors of THE ASSOCIATION 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 members 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 manner 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.

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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.

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 Insurance Provisions. 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 Insurance Provisions, the Directors who are present may adjourn the meeting from time to time until a quorum or the required percentage of attendance is 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' meeting 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.

I) There shall be no Directors' fees.



3) All of the powers and duties of THE ASSOCIATION shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of THE ASSOCIATION, these By-Laws and the Declaration of Insurance Provisions. Such powers and duties shall be exercised in accordance with the Articles of Incorporation, these By-Laws and the Declaration of Insurance Provisions, and shall include all powers necessary to carry out the normal and everyday functions of a Homeowners Association. Without limiting the generality of the foregoing, said powers shall include the following:

- i) To make, levy and collect assessments, by lien or otherwise, against the members to defray the costs of THE ASSOCIATION, and to use the proceeds of said assessment in the exercise of the powers and duties granted unto THE ASSOCIATION.
- ii) The maintenance, repair, replacement, operation and management of the property of THE ASSOCIATION, wherever same is required, necessary or convenient to be done and accomplished by THE ASSOCIATION 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 ASSOCIATION, 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 Insurance Provisions 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 Insurance Provisions.
- vi) To pay all taxes and assessments which are liens against any part of the property of THE ASSOCIATION 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 ASSOCIATION against casualty and liability.
- viii) To pay all costs of power, water, sewer and other utility services rendered to THE ASSOCIATION'S facilities.
- ix) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of THE ASSOCIATION.
- x) To enforce the provisions of the Articles of Incorporation, these By-Laws, and the provisions of the Declaration of Insurance Provisions, and to have and

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exercise any and all rights and powers vested in THE ASSOCIATION under said Declaration of Insurance Provisions.

- xi) To determine that it is in the best interests of the members and owners that a community maintenance program be provided by THE ASSOCIATION 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 ASSOCIATION may be removed, either with or without cause, at any time by a vote of two thirds (2/3) of the Members at any Special Meeting called for such purpose, or at the Annual Meeting.

#### 5. OFFICERS

A) The executive officers of THE ASSOCIATION 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 Vice-President 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 ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of the President of a Homeowners association, 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 ASSOCIATION.

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 ASSOCIATION and affix the same to instruments requiring a seal when duly signed. He shall keep the records of THE ASSOCIATION, except those of the Treasurer, and shall perform all other

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duties incident to the office of secretary of a Homeowners association and as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

5) The Treasurer shall have custody of all of the property of THE ASSOCIATION 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 ASSOCIATION in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

6) The compensation of all Officers and employees of THE ASSOCIATION 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 members at the Annual Membership Meeting or other Special Meeting held to consider such matter.

7) 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 ASSOCIATION 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 ASSOCIATION, and to accomplish all of the purposes of THE ASSOCIATION as set forth in the Articles of Incorporation and By-Laws, and the Declaration of Insurance Provisions, THE ASSOCIATION 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 inoperative 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 ASSOCIATION 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 Insurance Provisions pertaining to the PROPERTY shall be levied against the Owner.

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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 ASSOCIATION.

C) The Board of Directors of THE ASSOCIATION 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 ASSOCIATION, 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 ASSOCIATION, paving or other maintenance of the common areas, and maintenance of the lawns and landscaping which may be contracted for by THE ASSOCIATION, and may include betterments, improvements and replacement of personal property.

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 ASSOCIATION, 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 members.

F) The funds, assets, and property of THE ASSOCIATION shall be treated as the separate property of THE ASSOCIATION and applied to the payment of any expense of owning, maintaining, operating, improving or managing THE ASSOCIATION'S property, or to the proper undertaking of all acts and duties imposed upon THE ASSOCIATION in the Declaration of Insurance Provisions, although such funds, assets and property of THE ASSOCIATION shall be held, used and expended by THE ASSOCIATION 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 ASSOCIATION held for the use and enjoyment, or benefit, of all members of THE ASSOCIATION, 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 ASSOCIATION for the payment of all assessments, regular or special, which may be levied by THE ASSOCIATION while such 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 ASSOCIATION, such Owner or Owners shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof, at the maximum rate allowed by Florida law as may be in effect from time to time, 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 ASSOCIATION in the Articles of Incorporation, the By-Laws, the Declaration of Insurance Provisions or under the applicable laws of the State of Florida, in order to protect and preserve the interests of all members or THE ASSOCIATION, THE ASSOCIATION 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. This lien shall also secure interest, if any, on delinquent assessment or installments thereof, all expenses and collection costs, including a reasonable attorney's fee, which may be incurred by THE ASSOCIATION in enforcing this lien against each dwelling unit. The lien granted to THE ASSOCIATION may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida and THE ASSOCIATION shall be entitled to appointment of a Receiver for any dwelling unit as a matter of right. The lien granted to THE ASSOCIATION shall secure all advances made by THE ASSOCIATION to protect and preserve its lien, with interest on all such advances at the maximum rate allowed by Florida law as may be in effect from time to time. 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 other encumbrance thereon, is hereby placed

on notice of the lien rights granted to THE ASSOCIATION and shall acquire the interest in any dwelling unit subject to such lien.

J) The Lien herein granted to THE ASSOCIATION shall be effective from and after recording in the Public Records of Broward County, Florida. A Claim of Lien stating the description of the dwelling unit encumbered thereby, the name of the record owner, the amount of any delinquent assessment or assessments, the date when due shall continue in effect until all sums secured by said lien shall have been fully paid. The 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 must be signed and verified by an officer or agent of THE ASSOCIATION and shall be duly satisfied of record upon full payment of the sums secured thereby. The lien of the Association shall be subordinate only to the lien of a first mortgagee recorded prior to the time of recording the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by the Association where any taxing authority having jurisdiction levies any tax or special assessment against the Association as an entirety instead of levying the same against each Unit, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to these By-Laws.

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 ASSOCIATION 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 the proposed sale, mortgage or lease transaction; and THE ASSOCIATION 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

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ASSOCIATION is in default (whether or not a Claim of Lien has been recorded by THE ASSOCIATION,) 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 ASSOCIATION before any such said proceeds are paid to the Owner or Owners of any unit who is responsible for payment of such delinquent assessment.

M) All prospective purchasers or tenants shall submit an application for purchase or lease to the Association. The cost of processing the application shall be borne by the prospective purchaser or tenant. The amount of said application fee shall be determined by the Board of Directors.

N) 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.

O) 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 ASSOCIATION 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 ASSOCIATION.

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

Q) The Association 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

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PRIVATE ROAD to the Public for street right-of-way or sidewalk purposes at any time hereafter when the Board of Directors of THE ASSOCIATION, 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 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 two-thirds (2/3) of the members, which consent may be in writing or by vote of the required members at any Special or Annual Meeting of the members PROVIDED, HOWEVER, that all personal property owned by THE ASSOCIATION, 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 members therefor.

C) In the event of dissolution of THE ASSOCIATION, which shall be only with approval by vote or written consent of two-thirds (2/3) of the members, the common areas if not previously dedicated to the Public shall be conveyed and/or dedicated by proper written instrument filed by THE ASSOCIATION 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 ASSOCIATION acting upon vote of the majority of the Directors or by two-thirds (2/3) of the Association members, 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 amendments shall be transmitted to the President of THE ASSOCIATION, or other Officer of THE ASSOCIATION in absence of the President, who shall thereupon call a Special Meeting of the members for a date not sooner than ten (10) days or later than sixty (60) days from the receipt by such Officer of the proposed

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amendment or amendments, and it shall be the duty of the Secretary to give to each member 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 Association Members 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 two-thirds (2/3) of the members of THE ASSOCIATION. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of THE ASSOCIATION, and a copy thereof shall be placed in the permanent records of THE ASSOCIATION.

D) At any Meeting held to consider such amendment or amendments to the By-Laws, the written vote of any members of THE ASSOCIATION shall be recognized if such member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of THE ASSOCIATION 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 Association members when two-thirds (2/3) of the members 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 ASSOCIATION and placed in the permanent records of THE ASSOCIATION and shall 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 members of THE ASSOCIATION and had been passed by affirmative vote of two-thirds (2/3) of the members at a duly-called special Meeting held for the purpose of considering such Amendments.

#### 10. RULES AND REGULATIONS

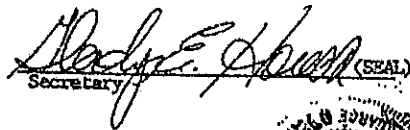
In addition to the powers set forth in Article 4, the Board of Directors shall by a majority vote of the Board of Directors, be empowered to promulgate from time to time certain Rules and Regulations for the conduct of all persons residing and visiting in the PROPERTY, both as to their day-to-day personal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

These RULES AND REGULATIONS shall supplement the Articles of Incorporation of LOCH LOMOND CLUB SOUTH HOMEOWNERS ASSOCIATION, INC., these By-Laws and the Declaration of Insurance Provisions of LOCH LOMOND CLUB SOUTH HOMEOWNERS ASSOCIATION, 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.

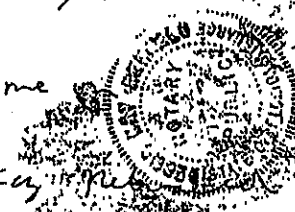
The foregoing were adopted as the By-Laws of LOCH LOMOND CLUB SOUTH HOMEOWNERS ASSOCIATION INC., a non-profit corporation formed under the laws of the State of Florida, at a meeting of the Board of Directors on March 14, 1984.

  
President (SEAL)

  
Secretary (SEAL)

Drawn and subscribed before me  
the 15th of March, 1984

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 4 1985  
BONARD THU GENERAL INS. UNDERWRITERS

  
Debra Kay R. R. R.  
Broward County, Florida

EE 1162224118

RESOLUTION

The undersigned being the Secretary of The Loch Lomond Club South, Inc., a corporation duly organized and doing business under the laws of the State of Florida, having its principal offices at 3000 N.W. 5th Terrace, Pompano Beach, Florida, hereby certifies that the following resolution was adopted by the Board of Directors of The Loch Lomond Club South, Inc. at a meeting at which a quorum was present, said meeting duly held on October 12, 1983:

BE IT RESOLVED:

That the proposed set of Articles of Incorporation and By-Laws of The Loch Lomond Club South, Inc. be enacted and approved in their entirety and that they replace those Articles of Incorporation and By-Laws formerly in full force and effect.

More particularly, the Articles of Incorporation and By-Laws to be replaced and superceded are those documents originally enacted for The Loch Lomond Club South, Inc., and recorded in Official Record Book 7462 at Pages 481 through 516 of the Public Records of Broward County, Florida.

A true and correct copy of the proposed Articles of Incorporation and By-Laws is attached hereto. The approval of these new documents shall be put to a vote of the Club membership at large, at an upcoming meeting of The Club duly scheduled for this purpose.

*Gladys E. Houck*  
GLADYS HOUCK, SECRETARY

STATE OF FLORIDA  
COUNTY OF PALM BEACH

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, GLADYS HOUCK, who, after being sworn, deposes and says that she has read the foregoing Resolution by her subscribed and that the facts contained therein are true and correct and she had executed the same for the purposes therein expressed this 9th day of Nov, 1983.

*Robert A. McNeal*  
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB 4 1985  
FORWARD NEW GENERAL USE 1. PRESENTATION

RECEIVED  
FEB 16 1985

AMENDMENT

At an adjourned meeting held on March 14, 1984, the membership of Loch Lomond Club South held a meeting to discuss proposed amendments to the Articles of Incorporation and By-Laws of Loch Lomond Club South, Inc. The Board of Directors determined through members present and proxies that the legally required quorum of the membership was present and that the proposed amendments to the Articles of Incorporation and By-Laws were approved.

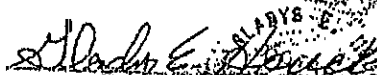
  
EILEEN KENNY, PRESIDENT

  
GLADYS E. HOUCK, SECRETARY

STATE OF FLORIDA  
COUNTY OF BROWARD

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, EILEEN KENNY and GLADYS E. HOUCK, who, after being sworn, deposes and says that they have read the foregoing Amendment by them subscribed and that the facts contained therein are true and correct and they have executed the same for the purposes therein expressed this 22 day of March, 1984.

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

  
NOTARY PUBLIC  
My commission expires: PUBLIC  
NOTARY PUBLIC STATE OF FLORIDA  
AS COMMISSION EXPIRES JULY 21, 1985  
BROWARD COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF BROWARD

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, EILEEN KENNY and GLADYS E. HOUCK, President and Secretary, respectively, of the Loch Lomond Club South, who after being sworn, deposes and says that they have read the foregoing amendment by them subscribed and that the facts contained therein are true and correct and they have executed the same for the purposes therein expressed this 22 day of March, 1984.

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES OCTOBER 1, 1985  
BROWARD COUNTY, FLORIDA

  
NOTARY PUBLIC  
My commission expires: PUBLIC

RE 11622 P 120

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SECRETARY'S CERTIFICATE

THE LOCH LOMOND CLUB SOUTH, INC.

Prepared by and return to:

DOUGLAS A. WILLIAMS

Attorney at Law  
#901 North Federal Highway  
Suite 480  
Landmark Bank Building  
Fort Lauderdale, Florida 33308

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me, the undersigned authority, personally appeared

Secretary of THE LOCH LOMOND CLUB SOUTH, INC., who, being by me first duly sworn, deposes and says:

1. That he is the duly acting Secretary of THE LOCH LOMOND CLUB SOUTH, INC.

2. That he, as Secretary, certifies that the attached are true and correct copies of the following documents of THE LOCH LOMOND CLUB SOUTH, INC.:

- A. Articles of Incorporation of the Club.
- B. By-Laws of the corporation.
- C. Rules and Regulations of the corporation

IN WITNESS WHEREOF, I have, as Secretary of THE LOCH LOMOND CLUB SOUTH, INC., set my hand and seal this 12th day of March, 1978.

*Robert C. Z...*  
Secretary

Sworn to and subscribed before me this  
12th day of March, 1978.

*Stacy W. Augustin*  
Notary Public

My Commission Expires:

Reference: Tract B, Loch Lomond Section 3, Plat Book 78 at Page 46, Broward County Records.

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES OCT. 3, 1980  
STACY W. AUGUSTIN

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BY-LAWS OF

THE LOCH LOMOND CLUB SOUTH, INC.

1. IDENTITY

These are the By-Laws of THE LOCH LOMOND CLUB SOUTH, 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

THE LOCH LOMOND CLUB SOUTH, 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 situated, lying and being in Broward County, Florida, described as follows, to-wit:

All of Tract B, and Lots 3, 4, 5 and 6 in Block 10, of LOCH LOMOND SECTION 3, according to the Plat thereof, recorded in Plat Book 78 at Page 46 of the Public Records of Broward County, Florida.

THE LOCH LOMOND CLUB SOUTH, 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 and authorizations contained in the Declaration of Insurance Provisions 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 Insurance Provisions 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 Insurance Provisions 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 Insurance Provisions.

C) The office of THE CLUB shall be at 530 West Sample Road, Pompano Beach, Florida 33064, 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 persons 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 Insurance Provisions, 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

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

iii) 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 manner 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 Insurance Provisions. 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 Insurance Provisions, 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' meeting 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.

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 Insurance Provisions. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these By-Laws and the Declaration of Insurance Provisions, and shall include, without limiting the generality of the foregoing, the following:

- i) To make, levy and collect assessments, by lien or otherwise, against the 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 Insurance Provisions 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 Insurance Provisions.

- 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 Insurance Provisions, and to have and exercise any and all rights and powers vested in THE CLUB under said Declaration of Insurance Provisions.
- 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.

#### 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,

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all of whom shall be elected annually by the Board of Directors and who may be paramptorily 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.

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 Insurance Provisions, 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 inoperative and binding upon all of the Owners as follows:

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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 Insurance Provisions 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 Insurance Provisions, 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 Insurance Provisions, 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.

M) 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.

N) 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 SOUTH, 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 SOUTH, INC.; and all maintenance and operational expense thereof shall be a proper charge to THE LOCH LOMOND CLUB SOUTH, INC.

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F) 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

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 SOUTH, INC., these By-Laws and the Declaration of Insurance Provisions of THE LOCH LOMOND CLUB SOUTH, 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 SOUTH,  
INC., a corporation formed under the laws of the State of Florida, at the  
first meeting of the Board of Directors, on *December 29th*, 1977.

  
President (SEAL)

  
Secretary (SEAL)

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Exhibit "A"

PARKING AREA  
TRACT "B" - LOCH LOMOND SECTION 3

A parcel of land lying in Section 23, Township 48 South, Range 42 East, Broward County, Florida, said parcel being a portion of Tract "B", LOCH LOMOND SECTION 3, as recorded in Plat Book 78 at Page 46 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commencing at the Southwest corner of the aforementioned Tract "B"; thence with a bearing of N. 0°12'59" W. along the West line of said Tract "B", a distance of 351.33 feet to the Point of Beginning; thence continuing along the aforementioned course with a bearing of N. 0°12'59" W., a distance of 41.00 feet to a point; thence with a bearing of N. 89°47'01" E., a distance of 15.00 feet to a point; thence with a bearing of S. 69°03'18" E., a distance of 33.24 feet to a point; thence with a bearing of N. 89°47'01" E., a distance of 27.00 feet to a point; thence with a bearing of N. 0°12'59" W., a distance of 159.76 feet to a point; thence with a bearing of N. 89°47'01" E., a distance of 18.00 feet to a point; thence with a bearing of N. 0°00'26" W., a distance of 18.00 feet to a point; thence with a bearing of N. 89°59'34" E., a distance of 261.54 feet to a point; thence with a bearing of S. 0°00'26" 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 220.93 feet to a point; thence with a bearing of N. 89°56'29" E., a distance of 78.00 feet to a point; thence with a bearing of S. 0°03'31" E., a distance of 41.00 feet to a point; thence with a bearing of S. 89°56'29" W., a distance of 30.00 feet to a point; thence with a bearing of N. 76°01'20" W., a distance of 49.48 feet to a point; thence with a bearing of S. 0°03'31" E., a distance of 184.17 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 260.34 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°47'01" W., a distance of 18.00 feet to a point; thence with a bearing of N. 0°12'59" W., a distance of 248.58 feet to a point; thence with a bearing of S. 89°47'01" W., a distance of 73.00 feet more or less to the Point of Beginning.

LESS the following described parcel of land:

Commencing at the Southwest corner of the aforementioned Tract "B", LOCH LOMOND SECTION 3; thence with a bearing of N. 0°12'59" W., along the West line of said Tract "B", a distance of 351.33 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 143.60 feet to a point; thence with a bearing of N. 89°59'34" E., a distance of 177.43 feet to a point; thence with a bearing of S. 0°03'31" E., a distance of 350.14 feet to a point; thence with a bearing of S. 89°56'29" W., a distance of 176.46 feet to a point; thence with a bearing of N. 0°12'59" W., a distance of 206.70 feet more or less, to the Point of Beginning.

16-7462-10517

Exhibit "A"

RECREATION AREA  
TRACT "B" - LOCH LOMOND SECTION 3

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A parcel of land lying in Section 23, Township 48 South, Range 42 East, Broward County, Florida, said parcel being a portion of Tract "B", LOCH LOMOND SECTION 3, as recorded in Plat Book 78, Page 46 of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commencing at the Southwest corner of the aforementioned Tract "D"; thence with a bearing of N.  $0^{\circ} 12' 59''$  W., along the West line of said Tract "D", a distance of 351.33 feet to a point; thence with a bearing of N.  $89^{\circ} 47' 01''$  E., a distance of 133.00 feet to the Point of Beginning; thence with a bearing of N.  $0^{\circ} 12' 59''$  W., a distance of 33.95 feet to a point; thence with a bearing of N.  $89^{\circ} 56' 29''$  E., a distance of 64.12 feet to a point; thence with a bearing of N.  $0^{\circ} 03' 31''$  W., a distance of 47.60 feet to a point; thence with a bearing of N.  $89^{\circ} 56' 29''$  E., a distance of 50.50 feet to a point; thence with a bearing of S.  $0^{\circ} 03' 31''$  E., a distance of 231.25 feet to a point; thence with a bearing of S.  $89^{\circ} 56' 29''$  W., a distance of 50.50 feet to a point; thence with a bearing of N.  $0^{\circ} 03' 31''$  W., a distance of 52.65 feet to a point; thence with a bearing of S.  $89^{\circ} 56' 29''$  W., a distance of 63.77 feet to a point; thence with a bearing of N.  $0^{\circ} 12' 59''$  W., a distance of 97.05 feet more or less to the Point of Beginning.

RULES AND REGULATIONS OF THE LOCH  
LOMOND CLUB SOUTH, INC., hereinafter referred to as "THE CLUB"

The following are the Preliminary Rules and Regulations of THE CLUB, as of

ANTENNAE: No outside antennae are allowed in THE CLUB.

CHILDREN: A maximum of one (1) child per bedroom shall be allowed to reside in any unit in THE CLUB.

CLOTHES LINE: No clothes lines are allowed.

IMPROVEMENTS: No improvements, alterations or changes to the exterior of any residence in THE CLUB are allowed without the written consent of the Board of Directors of THE CLUB.

LANDSCAPING: No changes, additions or deletions in the landscaping of any residence or common area of THE CLUB can be effected without the written consent of the Board of Directors of THE CLUB. 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 or to the waterline of any abutting lakes or canals. No stone, gravel or paving of any type shall be used as a lawn unless approved as part of the landscaping plan.

VEHICLE AND BOAT PARKING: Automobiles, motorcycles, trucks under one (1) ton and recreational vehicles under one (1) ton shall be parked only in the two (2) parking spaces designated for each unit. These vehicles may not be parked in other units' parking spaces, in patios, yards, on lawns, in roadways or at the recreational facility.

No trucks over one (1) ton, recreational vehicles over one (1) ton, boats or any trailers shall be parked in THE CLUB at any time for any period whatsoever.

PAINTING: No color changes on exterior paint shall be allowed without the written consent of the Board of Directors of THE CLUB.

PETS: One domestic pet weighing no more than fifty (50) pounds, or two domestic pets weighing in the aggregate fifty (50) pounds 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.

WALLS AND FENCES: No wall, fence or shrubbery hedge shall be constructed on any lot or parcel other than the original landscaping plan approved by the Board of Directors of THE CLUB.

RESIDENTIAL USE: The use of each residential unit is restricted to one (1) family and shall be used for private residential purposes only, and for no other purposes, and no business of any kind whatsoever shall be operated,

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carried on, permitted or conducted in any unit, although the foregoing shall no be construed as preventing the leasing of a unit to tenants for residential purposes. Notwithstanding the foregoing, ZAHN BUILDERS, INC., or successors shall be permitted to use any unit or units owned by it as models in connection with its Sales Program. Guests shall be limited to a visit of four (4) weeks.

YARDS: The YARD adjoining each unit shall be under the exclusive control of the unit owner. No construction of any structure or appurtenance shall be allowed without the consent of the Board of Directors of THE CLUB. No parking of any vehicles, boats, recreational vehicles, motorcycles, trucks or similar items shall be allowed in the YARD of any unit. No swimming pools or play-ground equipment or like shall be built or placed in any YARD.

PRIVATE DWELLING: The owner or owners of each unit upon which there may be constructed and maintained a residence shall maintain and repair said residence and shall keep the interior thereof in a state of good condition, repair and appearance, and shall pay assessments for the exterior of said residence to be repainted or refinished at regular intervals. No unit owner shall repair, refinish, renovate or alter the exterior of a unit (except minor touch-up) without consent from the Board of Directors first being obtained.

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

MISUSE: No one shall be allowed to misuse or abuse the recreational facilities located on Tract B of Loch Lomond Section 3. Anyone misusing or abusing the facilities located thereon, or unreasonably interfering with the rights of others may be prohibited from usage of the facilities by THE CLUB.

THE ARTICLES OF INCORPORATION and the BY-LAWS of THE LOCH LOMOND CLUB SOUTH, INC., and any DECLARATIONS OF INSURANCE PROVISIONS are incorporated as additional RULES AND REGULATIONS OF THE LOCH LOMOND CLUB SOUTH, INC.

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

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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 affect 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 ASSOCIATION 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 ASSOCIATION 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.

B) An audit of the accounts of THE ASSOCIATION 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 ASSOCIATION 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 ASSOCIATION.

D) Any excess of moneys received from assessments paid by the members and held by THE ASSOCIATION 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 ASSOCIATION to apply against future expenses of THE ASSOCIATION 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 ASSOCIATION PROPERTY AND DISPOSITION OF THE ASSOCIATION

A) THE ASSOCIATION has the absolute right, to convey or dedicate the

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business authorized to be 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 Insurance Provisions, 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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