

# AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF MADISON MANOR CONDOMINIUM

Additions indicated by underlining, deletions by "----")

## ARTICLE XIV USE RESTRICTIONS

10. The overnight parking of any vehicle upon any of the Condominium property used for roadway purposes is prohibited. In addition, the overnight parking of any vehicles without a current license tag and inspection certificate is prohibited. No commercial vehicles, ~~trucks or recreational vehicles~~ or vehicles with commercial writing may be parked on the common area or any roadway without the written consent of the Board of Directors. Sports utility and pickup trucks of one half (1/2) ton or less and of a type commonly used as passenger vehicles are permitted.

## ARTICLE XIV USE RESTRICTIONS

15. ~~The original unit owner, i.e., the first purchaser from the Developer, shall, at the option of the Developer, be permitted to have one (1) domestic pet, not to exceed (20) twenty pounds, kept within the unit, provided said unit owner is the owner of the pet at the time he executed the Purchase Agreement for said unit, and said pet is alive at the time Purchaser takes title thereto. One (1) cat or one (1) dog, twenty - five pounds (25 lbs.) or less are permitted for resident owners.~~ The pet shall always be kept on a leash and in full control of the resident owner when outside of the unit and it shall only be permitted to relieve itself in areas specified by the Board of Directors. At all times, pets shall be kept under such rules and regulations as adopted by the Board of Directors and, in the event any pet causes or creates a nuisance or disturbance, said pet shall be permanently removed from the Condominium property and the unit owner's unit, within three (3) days after the receipt of notice from the Board of Directors. ~~The foregoing provisions relating to pets shall apply to the applicable living pet of the unit owner and upon said pet's demise, it may be replaced only with the prior written approval of the Association.~~ A unit owner may not lease his unit to a party who is the owner of a pet.

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
MADISON MANOR CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT THE attached amendment to the Declaration of MADISON MANOR CONDOMINIUM ASSOCIATION, INC., as recorded in the Official Records Book 9777, Page 863, of the Public Records of Broward County, Florida, was duly adopted on ~~June 28, 2000~~, in the manner provided in the Association's documents. Aug. 30, 2000

IN WITNESS WHEREOF, we have affixed our hands and seals on the 27<sup>th</sup> day of Sept., 2000, See attached hereto Exhibit "A" and made a part hereof.

MADISON MANOR CONDOMINIUM  
ASSOCIATION, INC.

WITNESSES

Sign

Print

Sign

Print

STATE OF FLORIDA:

COUNTY OF BROWARD:

By:

Print Name

Title

c/o J & L Property Management, Inc.  
10191 West Sample Road, Suite 203  
Coral Springs, FL 33065

The foregoing instrument was acknowledged before me this 27 day of Sept., 2000, by JAMES LANGBURN, as President of MADISON MANOR CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me/ has produced as identification and did take an oath.



EILEEN BRODSKY  
COMMISSION # CC 704900  
EXPIRES DEC 28, 2001  
BONDED THRU  
ATLANTIC BONDING CO., INC.

Eileen Brodsky  
Notary Public State of Florida at Large  
Printed Name of Notary EILEEN BRODSKY  
Commission No.: 12 CC 704900  
My Commission Expires: 12/28/01

This Instrument Prepared By:  
David L. Brough, Esquire  
SUSAN P. BAKALAR, P.A.  
2240 S.W. 70th Ave., #D  
Davie, FL 33317

(Corporate Seal)

INSTR # 100640723 OR BK 30998 PG 0096 RECD 11/07/2000 11:23 AM  
COMMISSION BROWARD COUNTY DEPUTY CLERK 1010

84- 20726

CERTIFICATE OF AMENDMENT OF MADISON  
MANOR CONDOMINIUM'S DECLARATION OF  
CONDOMINIUM AND BY-LAWS

THIS IS TO CERTIFY THAT

1. The attached writings are true copies of resolutions amending the Declaration of Condominium and the By-Laws of Madison Manor Condominium, a condominium, according to the Declaration of Condominium recorded in Official Records Book 9777 at page 863 of the public records of Broward County, Florida, which resolutions were duly adopted by the affirmative vote of not less than sixty percent (60%) of the total vote of the directors of the Madison Manor Condominium Association, a corporation not for profit under the laws of the State of Florida, at a meeting duly held on \_\_\_\_\_ and duly adopted by not less than sixty percent (60) of the total vote of the membership of the Madison Manor Condominium Association at its annual meeting duly held on December 6, 1983, in accordance with the requirements of the Declaration of Condominium and By-Laws for their amendment.

2. The adoption of the resolutions appear upon the minutes of the above-mentioned meetings and are unrevoked.

EXECUTED at Coral Springs, Broward County, Florida, this 20th day of December, 1983.

WITNESSES:

MADISON MANOR CONDOMINIUM ASSOCIATION

Joseph M. Clark

BY: Joseph M. Clark  
President

Marie Wilson

ATTEST: Marie Wilson  
Secretary

STATE OF FLORIDA )  
SS  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Joseph M. Clark, to me known to be the person described in and who executed the foregoing Certificate of Amendment of Madison Manor Condominium's Declaration of Condominium and By-Laws and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of December, 1983.

Glenn G. Goff  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JAN. 7, 1985  
BONDED THRU GENERAL INS. UNDERWRITERS

RECORD AND RETURN TO:

THIS INSTRUMENT PREPARED BY  
RONALD F. SHAPIRO, ESQ.  
SHAPIRO & SHAPIRO  
ATTORNEYS AT LAW  
8751 W. BROWARD BLVD., SUITE 200  
PLANTATION, FLORIDA 33324

RESOLUTION NO. 83-5

WHEREAS, The members of the Madison Manor Condominium Association, Inc., are desirous of amending their Declaration of Condominium as recorded in O.R. Book 9777, pages 863 through 904; and

WHEREAS, the legal description of real property included in the condominium is as follows:

TRACT "A", Madison Manor Condominium according to the plat thereof as recorded in Plat Book 60 at page 43 of the Public Records of Broward County, Florida; and

WHEREAS, the members of the Madison Manor Condominium Association are desirous of including a new paragraph within Article XVIII, COMPLIANCE AND ENFORCEMENT, providing for the Association's right to recover legal expenses incurred in enforcing the Condominium's Declaration, By-Laws, Rules and Regulations;

NOW THEREFORE BE IT RESOLVED BY THE MEMBERS OF THE MADISON MANOR CONDOMINIUM ASSOCIATION, INC.,

Section 1. That Article XVIII, COMPLIANCE AND ENFORCEMENT, in addition to all paragraphs already contained therein, be amended to include the following paragraph:

The Association shall have the right to recover from a unit owner, any and all legal fees and costs, including fees and costs on appeal, incurred in the enforcement of this Declaration, the By-Laws or the rules and regulations, regardless of whether the fees and costs are incurred in enforcing any of the above against a unit owner, tenant, lessee, or any other occupant of the unit.

Section 2. Once adopted, this resolution shall take effect immediately upon being recorded in the Public Records of Broward County, Florida.

Madison Manor Condominium Association, Inc.

BY: [Signature]  
PRESIDENT

ATTEST: [Signature]  
SECRETARY

OFFICERS VOTE: IN FAVOR: 7 IN OPPOSITION: 0 TAKEN ON 12/5/83  
MEMBERSHIP VOTE: IN FAVOR: 21 IN OPPOSITION: 0 TAKEN ON 11/6/83

OFF REC 11418 PAGE 612

WHEREAS, the members of Madison Manor Condominium Association, Inc., are desirous of amending their By-Laws in accordance with Article VIII of the By-Laws as recorded in O.R. Book 9777 pages 863 through 904, and

WHEREAS, the legal description of real property included in the Condominium is as follows:

TRACT "A", Madison Manor Condominium according to the plat thereof as recorded in Plat Book 60 at page 43 of the Public Records of Broward County, Florida.

WHEREAS, the members of the Madison Manor Condominium Association are desirous of including a new paragraph within Article IV, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, providing for the creation of a fee structure so that fines may be assessed against habitual offenders of the Madison Manor Declaration of Condominium, By-Laws, Rules and Regulations;

NOW THEREFORE BE IT RESOLVED BY THE MEMBERS OF THE MADISON MANOR CONDOMINIUM ASSOCIATION, INC.,

Section 1. That Article IV, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, read as follows:

ARTICLE IV  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors, such powers and duties including those existing under common law and statutes, the Articles of Incorporation, and the Declaration, and shall include, but not be limited to, the following:

1. To make and collect assessments against the Members of the Association, not less frequently than quarterly, and in an amount not less than required to provide funds, in advance, for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred by the Association. Each unit owner shall remit to the Association the requested sums of money and, in the event of a delinquency, the same shall be governed by the provisions of the Declaration relating thereto.

2. To use the proceeds of the assessments in the exercise of its

OFF 11418 PAGE 613

powers and duties.

3. To maintain, repair, replace, and operate the common elements and the Condominium property.

4. To reconstruct any improvements after casualty and to further improve the Condominium property.

5. To promulgate and amend any rules and regulations respecting the use of the Condominium property.

6. To enforce by legal means, the provisions of the Articles of Incorporation, the By-Laws, the Declaration, and other rules and regulations concerning the use of the Condominium property.

7. To approve or disapprove proposed purchasers, lessees, and mortgagees of units in the manner provided by the Declaration and Chapter 718, Florida Statutes.

8. To contract for the management of the Condominium property with any person, firm or entity, for the operation, maintenance, or repair of the Condominium property. However, such contract shall not be in conflict with the powers and duties of the Association, the Articles of Incorporation, the By-Laws, the Declaration of Condominium, or the rights of unit owners as provided in Chapter 718, Florida Statutes.

9. To pay taxes and assessments on the common elements and to assess the same against the Members and against the units which might be subject to any liens in connection therewith.

10. To carry insurance for the protection of the unit owners and the Association against casualty and liability, as further defined in the Declaration.

11. To pay the cost of all power, water, sewer, and other utility services rendered to the Condominium and not billed to owners of individual units.

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

13. To submit to condominium form of ownership any property or any rights therein owned or acquired by the Association.

14. To perform any other duties incident to the orderly operation of the Condominium, taking into consideration the purposes for which the Association has been organized.

15. To make and establish a system for the assessment of fines against habitual violators of the Declaration of Condominium, the By-Laws of the Condominium and the Rules and Regulations of the Condominium; such fines to be assessed against unit owners regardless of whether the violators are unit owners, renters, guests or servants. For the purposes of this paragraph, habitual violators shall be defined as unit owners, renters, guests or servants who violate the terms of the Declaration of Condominium, the By-Laws of the Condominium or the Rules and Regulations of the Condominium, or any combination thereof, more than ONE (1) times.

Section 2. Once adopted, this resolution shall take effect immediately upon being recorded in the Public Records of Broward County, Florida.

DEF 11418 PAGE 614

Madison Manor Condominium Association, Inc.

BY:

Joseph M. Blank  
PRESIDENT

ATTEST: 12/11/83

SECRETARY

OFFICERS VOTE: IN FAVOR: 7 IN OPPOSITION: 0 TAKEN ON: 12/05/83  
MEMBERSHIP VOTE: IN FAVOR: 20 IN OPPOSITION: 1 TAKEN ON: 12/06/83

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

DEC 11 1983  
REC 11418 PAGE 615

83-346303

CERTIFICATE OF AMENDMENT OF MADISON  
MANOR CONDOMINIUM'S DECLARATION OF  
CONDOMINIUM AND BY-LAWS

THIS IS TO CERTIFY THAT

1. The attached writings are true copies of resolutions amending the Declaration of Condominium and the By-Laws of Madison Manor Condominium, a condominium, according to the Declaration of Condominium recorded in Official Records Book 9777 at page 863 of the public records of Broward County, Florida, which resolutions were duly adopted by the affirmative vote of not less than sixty percent (60%) of the total vote of the directors of the Madison Manor Condominium Association, a corporation not for profit under the laws of the State of Florida, at a meeting duly held on September 19, 1983 and duly adopted by not less than three-fourths (3/4) of the total vote of the membership of the Madison Manor Condominium Association at a meeting duly held on September 20, 1983, in accordance with the requirements of the Declaration of Condominium and By-Laws for their amendment.

2. The adoption of the resolutions appear upon the minutes of the above-mentioned meetings and are unrevoked.

EXECUTED at Coral Springs, Broward County, Florida, this 25 day of October, 1983.

WITNESSES:

MADISON MANOR CONDOMINIUM ASSOCIATION

C. Harbottle Walker

BY: Joseph M. Glane  
President

Joseph M. Glane

ATTEST: John J. [Signature]  
Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Joseph M. Glane to me known to be the person described in and who executed the foregoing Certificate of Amendment of Madison Manor Condominium's Declaration of Condominium and By-Laws and acknowledged before me that they executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of October, 1983.

John J. [Signature]  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA  
BONDED THRU GENERAL INS. UND. 1  
MY COMMISSION EXPIRES SEPT. 12, 1985



THIS INSTRUMENT PREPARED BY  
RONALD F. SHAPIRO, ESQ.  
SHAPIRO & SHAPIRO  
ATTORNEYS AT LAW  
8751 W. BROWARD BLVD., SUITE 200  
PLANTATION, FLORIDA 33324  
RECORD AND RETURN TO:

Oct 26 2 21 PM '83

REC 11225pg 631

33.00



RESOLUTION NO. 83-1

WHEREAS, the members of Madison Manor Condominium Association, Inc., are desirous of amending their Declaration of Condominium in accordance with Article VI of the Declaration of Condominium as recorded in O.R. Book 9777, pages 863 through 904 and,

WHEREAS, the legal description of real property included in the Condominium is as follows:

TRACT "A" Madison Manor Condominium according to the plat thereof as recorded in Plat Book 60 at page 43 of the Public Records of Broward County Florida.

WHEREAS, the members of Madison Manor Condominium Association, Inc., are desirous of changing the required vote on amending the Declaration of Condominium

NOW THEREFORE BE IT RESOLVED BY THE MEMBERS OF MADISON MANOR CONDOMINIUM ASSOCIATION, INC.,

Section 1. That Article VI, METHOD OF AMENDMENT OF DECLARATION,

Paragraph 1, Read as follows:

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium called or convened in accordance with the By-laws, by the affirmative vote of Voting Members in a number not less than sixty percent (60%) of the total vote of the members of the Association. Paragraphs 2, 3, and 4 remain the same as quoted in the Declaration.

Section 2. This Resolution shall take effect immediately upon its passage.

Madison Manor Condominium Association, Inc.

BY: Joseph M. Blank  
PRESIDENT

ATTEST: Maria J. Cofu  
SECRETARY

OFFICERS VOTE 7 TAKEN ON 9-19-83 IN FAVOR 7  
MEMBERSHIP VOTE 22 TAKEN ON 9-20-83 IN OPPOSITION 0

OFF 11:225pg 632  
REC 11:225pg 632

RESOLUTION NO. 83-2

WHEREAS, the members of Madison Manor Condominium Association, Inc., are desirous of amending their Declaration of Condominium in accordance with Article VI of the Declaration of Condominium as recorded in O.R. Book 9777, pages 863 through 904, and

WHEREAS, the legal description of real property included in the Condominium is as follows:

TRACT "A", Madison Manor Condominium according to the plat thereof as recorded in Plat Book 60 at page 43 of the Public Records of Broward County, Florida.

WHEREAS, the members of Madison Manor Condominium Association, Inc., are desirous of changing the minimum time on rental contracts,

NOW THEREFORE BE IT RESOLVED BY THE MEMBERS OF MADISON MANOR CONDOMINIUM ASSOCIATION, INC.,

Section 1. That Article XIV, USE RESTRICTIONS, SECTION 6, read as follows:

Only entire unit may be leased. No rooms may be rented separately. Lease periods shall be for not less than one year. Units which are leased may be occupied only by the lessee and his family.

Section 2. This Resolution shall take effect immediately upon its passage.

Madison Manor Condominium Association, Inc.

BY:

Joseph M. Blum  
PRESIDENT

ATTEST:

Monna G. Cofu  
SECRETARY

OFFICERS VOTE 7 TAKEN ON 9-19-83 IN FAVOR 7

MEMBERSHIP VOTE 22 TAKEN ON 9-20-83 IN OPPOSITION 0

REC 11225Pg 603

RESOLUTION NO. 83-3

WHEREAS, the members of Madison Manor Condominium Association, Inc., are desirous of amending their By-laws in accordance with Article VIII of the By-laws as recorded in O.R. Book 9777 pages 863 through 904, and

WHEREAS, the legal description of real property included in the Condominium is as follows:

TRACT "A", Madison Manor Condominium according to the plat thereof as recorded in Plat Book 60 at page 43 of the Public Records of Broward County, Florida.

WHEREAS, the members of Madison Manor Condominium Association, Inc., are desirous of having flexibility in the date, time, and place of their Annual Meeting.

NOW THEREFORE BE IT RESOLVED BY THE MEMBERS OF MADISON MANOR CONDOMINIUM ASSOCIATION, INC.,

Section 1. That Article II, MEMBER PARAGRAPH I, read as follows:

The Annual Meeting shall be held between November 15 and December 15 of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by members of the Association, which members shall be Owners of Record of individual units comprising the Condominium.

Section 2. This Resolution shall take effect immediately upon its passage.

Madison Manor Condominium Association, Inc.

BY:

Joseph M. Clark  
PRESIDENT

ATTEST:

Howard G. Cifer  
SECRETARY

OFFICERS VOTE 7 TAKEN ON 7-19-83 IN FAVOR 7  
MEMBERSHIP VOTE 22 TAKEN ON 9-21-83 IN OPPOSITION 0

DEF 11225 PG 604

RESOLUTION NO. 83-6

WHEREAS, the members of Madison Manor Condominium Association, Inc., are desirous of amending their By-laws in accordance with Article VIII of the By-laws as recorded in O.R. Book 9777 pages 863 through 904, and

WHEREAS, the legal description of real property included in the Condominium is as follows:

TRACT "A", Madison Manor Condominium according to the plat thereof as recorded in Plat Book 60 at page 43 of the Public Records of Broward County, Florida.

WHEREAS, the members of Madison Manor Condominium Association, Inc., are desirous of changing the By-laws of Madison Manor Condominium Association, Inc.

NOW THEREFORE BE IT RESOLVED BY THE MEMBERS OF MADISON MANOR CONDOMINIUM ASSOCIATION, INC.,

Section 1. That Article VIII, AMENDMENTS, PARAGRAPH 2, read as follows:

A Resolution adopting a proposed amendment must receive approval of not less than sixty percent (60%) of the votes of the entire membership of the Board of Directors, together with the approval of not less than sixty percent (60%) of the votes of the entire membership of the Association. Directors and Members not present at the meetings considering the Amendment may express their approval in writing or by written proxy.

Section 2. This Resolution shall take effect immediately upon its passage.

Madison Manor Condominium Association, Inc.

BY:

James M. [Signature]  
PRESIDENT

ATTEST:

Glenn A. Cofu  
SECRETARY

OFFICERS VOTE 7 TAKEN ON 7-19-83 IN FAVOR 7

MEMBERSHIP VOTE 22 TAKEN ON 9-20-83 IN OPPOSITION 0

REC 11225Pg 605

MADISON MANOR CONDOMINIUM ASSOCIATION

GENERAL MEETING

September 20, 1983

The meeting was called to order at 7:40 p.m. in the Coral Room of the Holiday Inn, Coral Springs, Florida.

A roll call was taken; members present are as follows:

Mr. and Mrs. Fred Michael	Proxy	Apt. 2942
Mr. and Mrs. Alan Fon	Present	Apt. 2944
Mr. and Mrs. James Pangburn	Proxy	Apt. 2946
Mr. A. Hockaday	Present	Apt. 2950
Mr. and Mrs. R. Griffen	Proxy	Apt. 2952
Mr. and Mrs. Tom Way	Proxy	Apt. 2954
Mary Toth	Proxy	Apt. 2956
Keith E. Carstens	Proxy (two)	Apt. 2958/3044
Mr. James Watt	Proxy	Apt. 2960
Mr. and Mrs. Joseph Wahler	Proxy	Apt. 2962
Nancy Palmer	Proxy	Apt. 2970
Mr. Joe Clark	Present	Apt. 2972
Mr. and Mrs. James Galloway	Present	Apt. 3018
Donna Cofer	Present	Apt. 3020
Mr. Mose Isaac	Present	Apt. 3022
Mr. Mark Satz	Proxy	Apt. 3024
Mr. and Mrs. Harry Miller	Present	Apt. 3026
Mrs. Robert Knickerbocker	Present	Apt. 3030
Mr. and Mrs. Howard Westin	Present	Apt. 3032
Mr. and Mrs. Gerald Looson	Present	Apt. 3036
Dr. and Mrs. Marc Schwartzberg	Present	Apt. 3048

Members not present are as follows:

Mr. and Mrs. Scott Garing	Apt. 2948
Mrs. Frances Horstmann	Apt. 2964
Mr. and Mrs. James Dwyer	Apt. 2966
Mr. and Mrs. Ronald Savage	Apt. 2968
Mr. Edward Gallas	Apt. 3016
Mr. and Mrs. Donald Reilly	Apt. 3034
Mr. and Mrs. Ed Cartossa	Apt. 3040
Mr. and Mrs. Alan Daan	Apt. 3046

Members present included all seven members of the Board of Directors.

As there are thirty-two units in the Madison Manor Condominium and twenty-two members were either present or proxy votes were received by the Board, a quorum was constituted and the meeting proceeded according to the agenda.

REC 11225pg 606

Opening remarks by the President:

Mr. Joseph Clark explained to the members present that while a majority of the owners of the units were present and a quorum was constituted, the seventy-five percent of the membership required for approval of change in the Declaration of Condominium and By-laws was not in attendance. However, the two votes required to attain the seventy-five percent of membership votes may be acquired by the joinder of a member, by the member signing and concurring the minutes of this meeting.

Resolution 83-1: The motion was made, seconded and approved to vote on adopting Resolution 83-1. The resolution was read in full by Mr. Clark and a roll call vote was taken. The results of the vote were twenty-two in favor, none in opposition (see attached Resolution 83-1).

Resolution 83-2: The motion was made, seconded and approved to vote on adopting Resolution 83-2. The resolution was read in full by Mr. Clark and a roll call vote was taken. The results of the vote were twenty-two in favor, none in opposition (see attached Resolution 83-2).

Resolution 83-3: The motion was made, seconded and approved to vote on adopting Resolution 83-3 after waiving the reading of the entire resolution and having only the pertinent clause read aloud. The pertinent clause of the resolution was read by Mr. Clark and a roll call vote was taken. The results of the vote were twenty-two in favor, none in opposition (see attached Resolution 83-3).

Resolution 83-4: The motion was made, seconded and approved to vote on adopting Resolution 83-4 after waiving the reading of the entire resolution and having only the pertinent clause read aloud. The pertinent clause was read by Mr. Clark and a roll call vote was taken. The results were twenty-two in favor, none in opposition (see attached Resolution 83-4).

Mr. Clark again reminded the members that two additional members must sign as joinders before the amendments to the Declaration of Condominium and By-laws can be recorded. He then read aloud from the By-laws, Article II, Members: "The owners of a majority of the units of the condominium shall constitute a quorum and decisions shall be made only at a meeting at which a quorum is present. Each MEMBER shall be entitled to one vote in the affairs of the association in accordance with the terms of Article IV of the Declaration. The joinder of a MEMBER in the action of any meeting by signing and concurring in the MINUTES thereof, shall constitute the presence of such MEMBER for the purpose of determining a quorum."

OFF 11225Pg 637

Other business:

It was brought to the attention of the members that a bill of complaint as to common property is being prepared and process will begin shortly.

Mr. Leeson suggested that a rule be adopted whereby resident owners either appear, or appear by proxy, at General and Annual meetings or have a fine imposed on them. This suggestion will be deliberated upon at a future meeting. However, each unit owner should be made aware that their vote is critical to maintain a well-run condominium.

Mr. Clark reiterated that it was on advice from an attorney that the Association establish its quorum using thirty-two units as a basis.

Mary Leeson handed out copies of the assigned parking spaces to members who requested them.

Mary Leeson again stressed that non-resident owners must be advised that their proxy vote is most important to the Association.

As there was no further business, the meeting was adjourned at 8:25 p.m.

JOINDERS

Scotty May 2948 Votes yes  
Ed Carlotta 3040 Votes yes

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

OFF 11225Pg 608

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
MADISON MANOR CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT THE attached amendment to the Declaration of MADISON MANOR CONDOMINIUM ASSOCIATION, INC., as recorded in the Official Records Book 9777, Page 863, of the Public Records of Broward County, Florida, was duly adopted on ~~June 28, 2000~~, in the manner provided in the Association's documents. Aug. 30, 2000

IN WITNESS WHEREOF, we have affixed our hands and seals on the 27<sup>th</sup> day of Sept., 2000, See attached hereto Exhibit "A" and made a part hereof.

MADISON MANOR CONDOMINIUM  
ASSOCIATION, INC.

WITNESSES

Sign Leon Katz

Print LEON KATZ

Sign James Pangborn

Print JAMES PANGBORN

By: Randall F. Press

Print Name RANDALL F. PRESS

Title SENIOR

c/o J & L Property Management, Inc.  
10191 West Sample Road, Suite 203  
Coral Springs, FL 33065

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 27 day of Sept., 2000, by JAMES PANGBORN, as President of MADISON MANOR CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me/ has produced as identification and did take an oath.



**EILEEN BRODSKY**  
COMMISSION # CC 704900  
EXPIRES DEC 28, 2001  
BONDED THRU  
ATLANTIC BONDING CO., INC.

Eileen Brodsky

Notary Public State of Florida at Large

Printed Name of Notary EILEEN BRODSKY

Commission No.: CC 704900

My Commission Expires: 12/28/01

This Instrument Prepared By:  
David L. Brough, Esquire  
SUSAN P. BAKALAR, P.A.  
2240 S.W. 70th Ave., #D  
Davie, FL 33317

(Corporate Seal)

INSTR # 100640723 OR BK 30998 PG 0096 RECD 11/07/2000 11:23 AM  
COMMISSION BROWARD COUNTY DEPUTY CLERK 1010



# AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF MADISON MANOR CONDOMINIUM

Additions indicated by underlining, deletions by "----")

## ARTICLE XIV USE RESTRICTIONS

10. The overnight parking of any vehicle upon any of the Condominium property used for roadway purposes is prohibited. In addition, the overnight parking of any vehicles without a current license tag and inspection certificate is prohibited. No commercial vehicles, ~~trucks or recreational vehicles~~ or vehicles with commercial writing may be parked on the common area or any roadway without the written consent of the Board of Directors. Sports utility and pickup trucks of one half (½) ton or less and of a type commonly used as passenger vehicles are permitted.

## ARTICLE XIV USE RESTRICTIONS

15. ~~The original unit owner, i.e., the first purchaser from the Developer, shall, at the option of the Developer, be permitted to have one (1) domestic pet, not to exceed (20) twenty pounds, kept within the unit, provided said unit owner is the owner of the pet at the time he executed the Purchase Agreement for said unit, and said pet is alive at the time Purchaser takes title thereto. One (1) cat or one (1) dog, twenty - five pounds (25 lbs.) or less are permitted for resident owners. The pet shall always be kept on a leash and in full control of the resident owner when outside of the unit and it shall only be permitted to relieve itself in areas specified by the Board of Directors. At all times, pets shall be kept under such rules and regulations as adopted by the Board of Directors and, in the event any pet causes or creates a nuisance or disturbance, said pet shall be permanently removed from the Condominium property and the unit owner's unit, within three (3) days after the receipt of notice from the Board of Directors. The foregoing provisions relating to pets shall apply to the applicable living pet of the unit owner and upon said pet's demise, it may be replaced only with the prior written approval of the Association.~~ A unit owner may not lease his unit to a party who is the owner of a pet.

EXHIBIT

A

RETURN TO:

THIS INSTRUMENT PREPARED BY:  
DAVID C. HARDIN  
UPEAR, DEUSCHLE & GIBBON, P.A.  
6604 NORTH FEDERAL HIGHWAY  
FORT LAUDERDALE, FLORIDA 33700

81-248845

DECLARATION OF CONDOMINIUM  
OF  
MADISON MANOR CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM, made by CRANBROOK CONSTRUCTION, INC., a Florida corporation, referred to as "Developer", for itself, its successors, grantees and assigns.

ARTICLE I  
SUBMISSION STATEMENT

CRANBROOK CONSTRUCTION, INC., a Florida corporation, being the owner of record of the fee simple title to the property described in Exhibit A (which encompasses all phases of this Condominium), situate, lying and being in Broward County, Florida, hereby states and declares that fee simple title to the real property described in Exhibit C, sheet 1, Exhibit D, sheet 1, and the land described in Exhibit E is submitted to condominium form of ownership, pursuant to Chapter 718, Florida Statutes, as presently constituted and in effect, and does herewith file for record this Declaration of Condominium.

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

- A. Assessment: A share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.
- B. Association: The MADISON MANOR CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, which entity is responsible for the operation of the Condominium.
- C. Board of Directors: Refers to the Board of Directors of the Association.
- D. By-Laws and Articles: The By-Laws and Articles of Incorporation of the Association as they exist from time to time.
- E. Common Elements: The portions of the Condominium property not included in the units.
- F. Common Expenses: The expenses and assessments incurred by the Association for the Condominium.
- G. Common Surplus: The excess of all receipts of the Association including, but not limited to, assessments, rents, profits, and revenues on account of the common elements over the common expenses.
- H. Condominium: That form of ownership of real property under which the units are subject to ownership by one or more owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements. The term "Condominium", as used herein, shall refer to the MADISON MANOR CONDOMINIUM.
- I. Condominium Act: The Condominium Act of the State of Florida (F.S. 718 et seq.) as constituted and in effect at the time of the recordation of the Declaration.
- J. Condominium Documents: This Declaration, the Articles of Incorporation and By-Laws of the Association and all other exhibits attached hereto, as amended from time to time.

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K. Condominium Parcel or Parcel: A unit, together with the undivided share in the common elements which is appurtenant to the unit.

L. Condominium Property: The lands that are subject to condominium form of ownership, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

M. Declaration or Declaration of Condominium: This document and any amendments thereto that may be recorded from time to time.

N. Developer: CRANBROOK CONSTRUCTION, INC. a Florida corporation, its successors and assigns. However, grantees of individual units from the Developer shall not be considered successors or assigns under this definition.

O. Institutional Mortgagee: A bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate or mortgage investment trust, or a lender generally engaged in providing mortgage credit as a business activity and having assets of \$50,000,000 or more.

P. Limited Common Elements: Those common elements which are reserved for the use of a certain unit or units, to the exclusion of other units, as specified in this Declaration.

Q. Occupant: The person or persons in possession of a unit, including the unit owner.

R. Recreational Area: That certain area delineated upon Exhibit "E" as the "Recreational Area", which shall be reserved for recreational purposes and which shall be submitted to condominium form of ownership in accordance with the applicable provisions of the Declaration.

S. Regulations: The rules or regulations respecting the use of the Condominium property that have been, or may be, adopted by the Association, from time to time, in accordance with its Articles of Incorporation and By-Laws.

T. Singular, Plural, Gender: Whenever the context so permits, the use of the plural shall include the singular, the use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

U. Unit or Condominium Unit: A unit as defined in the Condominium Act, referring herein to each of the separate and identified parcels delineated in the Survey Exhibits as hereinafter defined, each of which is subject to private ownership, and when the context requires or permits, the unit or units shall include its share of the common elements appurtenant thereto. The physical boundaries of each unit are more particularly described in Article III of this Declaration.

V. Unit Owner (or Owner): The owner or group of owners of a Condominium parcel.

Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Chapter 718.103, Florida Statutes.

## ARTICLE II CONDOMINIUM NAME

The name by which this Condominium is to be identified shall be MADISON MANOR CONDOMINIUM.

## ARTICLE III SURVEY, PLOT PLAN, GRAPHIC DESCRIPTION AND IDENTIFICATION OF UNITS

1. Survey Exhibits. The following exhibits to this Declaration, are collectively referred to as the "Survey Exhibits" and consist of the following:

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- Exhibit A: Plot Plan and Legal Description of all Phases
- Exhibit B: Phase One  
 Sheet 1 - Plot plan, legal description and certification  
 Sheet 2 - Floor Plan - First Floor  
 Sheet 3 - Floor Plan - Second Floor
- Exhibit C: Phase Two  
 Sheet 1 - Plot plan, legal description and certification  
 Sheet 2 - Floor Plan - First Floor  
 Sheet 3 - Floor Plan - Second Floor
- Exhibit D: Phase Three  
 Sheet 1 - Plot plan, legal description and certification  
 Sheet 2 - Floor Plan - First Floor  
 Sheet 3 - Floor Plan - Second Floor
- Exhibit E: Recreational Phase  
 Plot plan, legal description and certification.

The Survey Exhibits, each of which is annexed hereto and made a part hereof, constitute a survey of the land and a graphic description of the improvements in which the units are located and a plot plan thereof that, together with the Declaration, are in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions. The construction of this Condominium is not substantially completed; upon substantial completion of each phase constituting the Condominium, as more particularly described in Article XVI hereof, the Developer, in accordance with Chapter 718.104(4)(a), Florida Statutes, will cause a Florida Registered Land Surveyor to prepare a certificate (to be attached to an Amendment to this Declaration) which states that the construction of the improvements is substantially complete so that the material, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from said materials.

2. Unit Identification. For purposes of identification, all units are given identifying numbers and the same are set forth in the Survey Exhibits. No unit bears the same identifying number as does any other unit. The aforesaid numbers as to the unit are also the identifying numbers as to the parcel. Each unit, together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred or encumbered in the same manner as any other parcel of real property, subject only to the provisions of the condominium documents and easements, restrictions and limitations of record.

3. Unit Boundaries: Each unit shall include that part of the building containing the unit which lies within the boundaries thereof which boundaries are as follows:

A. The upper and lower boundaries extend to an intersection within the perimetrical boundaries. The upper boundary is the horizontal plane of the undecorated finished ceiling and the lower boundary is the horizontal plane of the unfinished floor.

B. The perimetrical boundaries of a unit shall be the intersecting vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries. Any patio or balcony shall be considered as part of a unit and, accordingly, the vertical boundaries of the unit shall be extended to include such structure and the fixtures contained thereon.

ARTICLE IV  
VOTING RIGHTS

Each unit owner shall automatically acquire an ownership interest in the Association, and each Condominium unit is assigned one vote. In the event of multiple or corporate ownership of a unit, only one owner shall be entitled to vote at any meeting and such person shall be known as the "Voting Member" and is hereinafter referred to as the same. The Voting Member must consist of either an owner of a unit or an officer or designated employee of any business entity owning a unit and the designation of the Voting Member shall be subject to the provisions and restrictions set forth in the By-laws. The total number of votes in the Association shall be equal to the total number of units in the Condominium, with each unit having one (1) vote in the Association.

ARTICLE V  
OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners shall own an undivided fractional interest in the common elements and limited common elements based upon a fraction. The numerator of which shall be one (1) and the denominator shall be the number of units submitted to condominium form of ownership from time to time as additional phases are added, if any.

The fee title to each condominium parcel shall include both the Condominium unit and its respective undivided fractional interest in and to the common elements, with said undivided fractional interest in and to the common elements being deemed to be conveyed with and encumbered with its respective Condominium unit. Any attempt to separate the fee title to a Condominium unit from the undivided fractional interest in the common elements appurtenant to each unit shall be null and void. The term "common elements", when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically requires. Any common surplus and all common expenses pertaining to the Association shall be owned by and shared by each of the unit owners, as the case may be, in the same proportion as their percentage ownership interest in the common elements.

ARTICLE VI  
METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium called or convened in accordance with the By-laws, by the affirmative vote of Voting Members in a number not less than three-fourth (3/4ths) of the total vote of the members of the Association.

The procedural prerequisites to certification and recordation of all Amendments to this Declaration are set forth in the Condominium Act and the same are hereby incorporated by reference herein. Except as provided for herein, no Amendment shall change the size of any Condominium unit, nor its proportionate share of the common expenses or common surplus, nor the voting rights appurtenant thereto, unless the record owner or owners thereof, and all record owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgagees, or change the provisions of this Declaration with respect to institutional mortgagees, without the written approval of all institutional mortgagees of record, nor shall these amendment provisions be changed without the written approval of all institutional mortgagees of record.

No Amendment shall change the rights and privileges of the Developer without the Developer's prior written approval. The Developer hereby reserves the right to change the arrangement of all units and to alter the boundaries between units, as long as the Developer owns the units so altered; however, no such change shall increase the number of units, nor materially alter the boundaries of the common elements, without Amendments to this Declaration in the manner hereinbefore set forth. In the event the Developer changes the size of any unit, such changes shall be reflected by an Amendment executed and acknowledged only by the Developer

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and any holders of institutional mortgages encumbering said altered units. A survey shall be attached to that amendment and must be certified in accordance with Chapter 718.104(4)(c), Florida Statutes.

The Developer expressly reserves the right to amend this Declaration for one or any combination of the following purposes, and such Amendment shall be made and executed solely by the Developer without the requirement of securing the consent of any unit owners, mortgagees, or any others, and shall become effective upon filing in the Public Records of Broward County, Florida:

1. To conform to the requirements of any prospective institutional mortgagee or title insurer.
2. To conform this Declaration to the requirements of any valid statute or rule or regulation affecting the subject matter hereof.
3. To add additional phases to this Condominium pursuant to Article XVI hereof and Chapter 718.403, Florida Statutes.
4. To correct certain scrivener's errors, in accordance with Chapter 718.110(5), Florida Statutes.
5. To permit the Association to correct certain omissions or errors, in accordance with Chapter 718.304(1), Florida Statutes.

#### ARTICLE VII ASSOCIATION

The operating entity of the Condominium shall be the MADISON MANOR CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation which is responsible for the operation of the Condominium and which was formed in accordance with its Articles of Incorporation, a copy of which is annexed hereto and made a part hereof as Exhibit F. The Association shall have all of the powers and duties conferred upon it by the Condominium Act, as well as those granted to or imposed upon it by this Declaration, the Articles of Incorporation, and the By-Laws. Additionally, the Association shall have all of the powers and duties necessary to operate the Condominium, and perform the duties for which it has been created. The share of a member of the Association in the funds and assets of the Association, cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit.

Every owner of a Condominium parcel, whether ownership has been acquired by purchase, by gift, by conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation, the provisions of this Declaration and all Exhibits attached hereto. Membership in the Association shall terminate upon the termination of ownership of a Condominium parcel in this Condominium.

#### ARTICLE VIII BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws of the Association, a copy of which is annexed hereto and made a part hereof as Exhibit G.

No modification of or amendment to the By-Laws shall be valid unless set forth in or attached to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium parcel or which would change the provisions of the By-Laws with respect to institutional mortgagees of record. No amendment shall change the rights and privileges of the Developer without the Developer's prior written consent.

#### ARTICLE IX ASSESSMENTS

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide

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for the common expenses of the Condominium property and such other assessments for which this Declaration and the exhibits attached hereto specifically provide. The procedure for the determination of all such assessments shall be as set forth in the By-Laws and this Declaration.

The common expenses shall be assessed against each Condominium owner and assessments and installments that are unpaid for greater than ten (10) days subsequent to the date due shall bear interest at the highest rate permitted by Florida law (not the exceed eighteen percent (18%) per annum) until paid. At the sole discretion of the Board of Directors a late charge of Twenty Five Dollars (\$25.00) shall be due and payable to defray collection expenses of the Association.

Assessments shall be made for the calendar year quarterly, in advance, on December 1st preceding the year for which the assessments are made, and such assessments shall constitute a lien against the parcel for which assessment is made for the total amount of each such annual assessment. Such assessments shall be due in four (4) quarterly installments in advance and upon default by any unit owner in the payment of any quarterly installment, within thirty (30) days after the due date thereof, the Association, at its option and without notice, shall be entitled to accelerate the payment of the balance of the quarterly installments for the then-current assessment year. In the event that any annual assessment proves to be insufficient, it may be amended at any time, in writing, by resolution of the Board of Directors and the unpaid assessment for the remaining portion of the year shall be apportioned over the remaining quarterly installments for that year. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

The Association shall have a lien on both the Condominium parcel for which assessments have not been paid (with all interest which has and continues to accrue thereon), and on all tangible personal property located within the Condominium unit, except that the lien upon the tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees, including fees on appeal, incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a unit owner in the payment of his obligation under any agreement for the management of the Condominium property entered into by the Association. The Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing said lien and may settle and compromise the same if deemed in its best interests. The lien right created hereunder shall be effective upon the Association's recordation of a Claim of Lien in the Public Records of Broward County, Florida, stating the description of the Condominium parcel, the name of the record owner, the amount due, and the due dates and this lien shall have the priorities as established by the Condominium Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium parcel for the period of time said parcel is occupied by the unit owner or anyone by, through, or under said unit owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

The liability for assessments, and other expenses referred to herein, shall be and constitute a personal obligation of the unit owner who had record title to the Condominium parcel at the time the assessment came due. The Association shall have the option to either seek a personal judgment against said unit owner or to enforce its lien against the Condominium parcel in the event of the nonpayment of any assessment(s) or other sums due in connection therewith.

When the mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium unit as a result of foreclosure of the first mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium unit or chargeable to the former unit owner of the unit which became due prior to acquisition of title as a result of the foreclosure, unless the

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share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners, including such acquirer and his successors and assigns. A first mortgagee acquiring title to a unit as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such unit, whether or not such unit is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

Except as set forth in the preceding paragraph, any other person or entity who acquires an interest in a unit shall not be entitled to occupancy of the unit or to the enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any owner or group of unit owners, or to any third party.

ARTICLE X  
SALE, RENTAL, MORTGAGE, OR  
TRANSFER OF CONDOMINIUM PARCELS

1. Sale or Rental of Units. In the event any unit owner wishes to sell, rent, transfer, or lease his unit, the Association shall have the option to purchase, rent or lease said unit upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease said parcel without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

Before accepting any offer to purchase, sell, lease, transfer or rent a parcel, a unit owner shall deliver to the Board of Directors a written notice (the "Notice"), containing the terms of the offer he has received and which he wishes to accept, the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, two (2) bank references and three (3) individual references (local, if possible), and such other information, to be requested within five (5) days from receipt of the Notice, as may reasonably be required by the Board of Directors. However, the Board of Directors is authorized to waive any or all of the requirements aforementioned.

Within ten (10) days after receiving the Notice and such supplemental information, the Board of Directors shall either consent to the transaction specified in the Notice or by written notification, delivered to the unit owner's unit, or mailed to the place designated by the unit owner in his Notice, designate the Association or one or more persons, unit owners or any other person(s) satisfactory to the Board of Directors who are willing to purchase, lease or rent upon the same terms as those specified in the Notice.

The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notification sent by the Board of Directors within which to make a binding offer to buy, lease or rent upon the same terms and conditions specified in the Notice. Thereupon, the unit owner shall either accept or reject such offer or withdraw the offer specified in the Notice. Upon the failure of the Board of Directors to designate such person or upon the failure of such person to make such offer within the said fourteen (14) day period, the unit owner shall then be free to make or accept the offer specified in the Notice and sell, lease or rent the parcel pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after the Notice was given.

The written approval (the "Approval") of the Board of Directors shall be in recordable form, signed by two (2) officers of the Association and shall be delivered to the purchaser, tenant or lessee and, thereafter recorded, in the event of a sale, in the Public Records of Broward County, Florida. Should the Board of Directors fail to act, as herein set forth and within the time provided herein, the Board of Directors shall, nevertheless, thereafter prepare and deliver the Approval in recordable form as aforesaid.

The subleasing or subrenting of a unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of



lease or sublease be used or in the alternative, the Board of Directors must approve the lease or sublease form to be used by the unit owner. After approval, as herein set forth, entire units may be rented, provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated. Where a corporation, partnership or other business entity is the owner of a unit, it may designate the occupants of the unit but the same is subject to the approval of the Board of Directors. Further restrictions on the lease and rental of units are set forth in Article XIV, paragraph 6 and additional restrictions may be imposed by the Board of Directors by properly promulgated rules and regulations.

2. Mortgage and Other Transfer of Units.

A. A unit owner may not mortgage his Condominium parcel or any interest therein without the approval of the Association except to an institutional mortgagee. The approval of any other mortgagee may be upon conditions determined by the Board of Directors and said approval, if granted, shall be in recordable form, executed by two (2) officers of the Association. Where a unit owner sells his unit and takes back a mortgage, the approval of the Association shall not be required.

B. No sale of a unit or any interest therein shall be valid unless:

- (1) The sale is to a purchaser after having secured the Approval of the Board of Directors, or
- (2) The sale is a result of a public sale with open bidding.

Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Board of Directors and said Approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

The foregoing provisions shall not apply to transfers by a unit owner to any member of his immediate family, to-wit: spouse, children or parents. The phrase "sell, rent or lease", in addition to its general definition, shall be defined as including the transfer of a unit owner's interest by gift, devise or involuntary or judicial sale.

In the event an owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children or parents or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium unit, or if under the laws of descent and distribution of the State of Florida, the Condominium unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors may, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as the owners of the Condominium parcel.

If the Board of Directors should approve, an Approval shall be duly executed, delivered and recorded and, thereafter, ownership of the Condominium parcel may be transferred to the person or persons so designated who shall become the owner of the Condominium parcel, subject to the provisions of this Declaration and exhibits attached hereto.

If, however, the Board of Directors shall refuse to issue the Approval, then the members of the Association shall be given an opportunity during a thirty (30) day period after the above-mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash for the Condominium parcel at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium parcel, the same shall be determined by an appraiser appointed by any Judge of the Circuit Court in and for Broward County, Florida, on the petition of any party in interest. The expense of appraisal shall be paid by the designated person or persons or the legal representative of the deceased owner out of the amount realized from the sale of such Condominium parcel. In the event the Association does not exercise the privilege of purchasing or furnishing a purchaser for the Condominium parcel within such period and upon such terms, the person or persons so designated by the legal representative, or those specified by the

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owner's will or under the laws of descent and distribution may then, and only in such event, take title to the Condominium parcel, or the legal representative of the deceased owner, may sell said Condominium parcel and such sale shall be subject in all respects to the provisions of this Declaration and exhibits attached hereto.

The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have loaned, rented or sublet said interest as provided herein. Every purchaser, tenant or lessee shall take possession of a unit subject to this Declaration, and exhibits hereto, as well as the provisions of the Condominium Act.

The Developer, as well as an institutional first mortgagee holding a mortgage on a Condominium parcel and, thereafter, becoming the owner of a Condominium parcel through foreclosure or by deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise transfer said parcel, including the fee ownership thereof and/or to mortgage said parcel without the prior approval of said Board of Directors. Accordingly, the provisions of this Article shall be inapplicable as to both the Developer and an institutional first mortgagee.

#### ARTICLE XI INSURANCE

The insurance, other than title insurance, that shall be carried upon the Condominium property shall be governed by the provisions set forth as follows:

1. Authority to Purchase - Named Insured. All insurance policies upon the Condominium property (other than betterments and improvements made by unit owners) shall be purchased by the Association. The named insured shall be the Association, individually and as agent for the unit owners and their respective mortgagees. Provision shall be made in casualty insurance policies for the issuance of mortgagee endorsements and memoranda of insurance to the unit owners and their respective mortgagees. All casualty insurance policies shall provide that payments by the insurer for losses shall be made to an Insurance Trustee, which shall be a financial institution appointed by the Developer pursuant to an Insurance Trust Agreement, and all policies and their endorsements shall be deposited with the Insurance Trustee whose duties are set forth below. Unit owners may obtain coverage at their own expense upon their personal property, improvements and betterments to their unit, and for their personal liability and living expenses.

2. Coverage.

A. Casualty and Flood. As determined annually by the Board of Directors, all buildings and improvements upon the Condominium property, including the structural portion of each unit and the improvements included upon the common elements, shall be insured against casualty, other than flood, in an amount equal to the maximum insurable replacement value thereof, including the value of excavations and foundations. Personal property owned by the Association located upon the common elements shall also be insured against casualty for the fair market value thereof. Such casualty coverage shall afford protection against:

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

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings and improvements to be insured, including, but not limited to, malicious mischief.

In addition to the aforesaid casualty insurance, the Association shall purchase flood insurance on said improvements in the maximum amount obtainable if the Condominium property is located in an area designated by the Department of Housing and Urban Development as being in a flood zone or flood hazards area.

The casualty insurance and flood insurance, if any, shall meet the following requirements:

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(1) All policies shall be written with a company licensed to do business in the State of Florida and holding a rating of "AAA" or equivalent by Best's Insurance Reports. Separate policies may be issued with respect to certain portions of the Condominium property, on the one hand, and the common recreational facilities on the other hand.

(2) All insurance policies shall provide that the amount which the Association, individually, and as agent for the unit owners and their mortgagees, may realize under any insurance policy in force at any particular time shall not be decreased because of the existence of a policy purchased by any unit owner at his own expense to provide coverage for improvements and betterments, personal property or living expenses. Each unit owner who purchases insurance coverage on the improvements and betterments to his unit shall furnish a memorandum copy of the policy to the Board of Directors within thirty (30) days after purchase of such insurance.

(3) Each policy must be written in the name of the Association and payable to the Insurance Trustee for the benefit of the Association, the unit owners and their mortgagees, as their interest may appear.

(4) Each policy must include a schedule of the units, the names of the unit owners, and their mortgagees, if any, provided, however, that it shall be the duty of each unit owner and mortgagee to advise the Association of his or its interest in such unit in order that such unit owner or mortgagee may derive the protection intended to be afforded by this requirement.

(5) Each policy must provide that the insurer will not cancel, reduce or substitute coverage without first giving the Association and all mortgagees named in mortgagee endorsements, thirty (30) days prior written notice thereof.

B. Public Liability. The Association shall procure public liability insurance, including, but not limited to owned automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner, in the minimum amount of \$500,000.00 for injury to any one person and \$1,000,000.00 for injuries to persons in one accident and \$50,000.00 for damage to property.

C. Workmen's Compensation. The Association shall secure a Workmen's Compensation policy to meet the requirements of Florida law.

D. Other Insurance. The Board of Directors may purchase other types of insurance which, in its opinion, may be desirable.

3. Association as Agent. The Association 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 Condominium property or the common recreational facilities to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of any claim.

4. Owner's Insurance. Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his Condominium unit and for purchasing insurance upon his personal property.

5. Mortgagee's Rights. No mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan.

#### ARTICLE XII RECONSTRUCTION OR REPAIR AFTER CASUALTY

If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. If the damaged improvement is a common element, other than a building, then the damaged property shall be reconstructed or repaired by the Association

unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

2. If the only damage to the Condominium property consists of damage to improvements and betterments of a single unit, made by the unit owner thereof (other than the Developer), then such damage shall be reconstructed or repaired by the unit owner at his expense.

3. If the damage is to any one of the Condominium buildings, the following shall apply:

A. If the damaged improvements consist of one or more of the Condominium buildings, and if fifty percent (50%) of the units of the entire Condominium are found by the Board of Directors to be tenantable, the damaged property shall be reconstructed or repaired by the Association, unless, within sixty days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

B. If the damaged improvements consist of one or more of the Condominium buildings, and if fifty percent (50%) of the units of the entire Condominium are found by the Board of Directors to be not tenantable, then the damaged property will be reconstructed or repaired, unless within sixty days after the casualty, the record owners of seventy-five percent (75%) of the units of the entire Condominium and the mortgagee holding the greatest number of the recorded mortgages on all units consent in writing to terminate the Condominium.

4. The Association shall issue a certificate, signed by its president and secretary, to the Insurance Trustee stating whether or not the damaged property is to be reconstructed or repaired.

Any reconstruction or repair must substantially be in accordance with the plans and specifications for the original improvements. If such original plans and specifications are not available, then plans and specifications shall be prepared to permit the reconstructed improvements to be as similar to the improvements prior to such damage or destruction as possible.

5. Immediately after the Board of Directors makes its determination to reconstruct or repair the damage to the property, it shall obtain bids for, or negotiate, a fixed price contract or contracts for the necessary reconstruction or repairs.

6. If the proceeds of insurance are not sufficient to defray the full cost of reconstruction and repair by the Association, then prior to executing contracts for the reconstruction and repair, the following assessments shall be made:

A. Assessments shall be made against all unit owners on account of damage to the buildings and improvements, other than the units, on the Condominium property in an aggregate amount, which, when added to the insurance proceeds available for such purpose, will be sufficient to pay the full cost of the reconstruction and repair of the same. Such aggregate amount shall be apportioned among the owners of units in proportion to each unit owner's undivided share in the common elements.

B. If the damage is to the units within any building, other than damage to improvements and betterments of a single unit which were made by the unit owner thereof, other than the Developer, assessments shall be made against all affected unit owners on account of damage to the units in an aggregate amount which, when added to the insurance proceeds available for such purpose, will be sufficient to pay the full cost of the reconstruction and repair of the same; such aggregate amount shall be apportioned among the owners of the affected units.

C. All amounts so assessed against the unit owners shall be collected by the Association and deposited with the Insurance Trustee, unless the Association shall have advanced the required amounts from reserves on hand (against collection of such assessments), and deposited the same with the Insurance Trustee, prior to the execution of any contract for such reconstruction and repair. All such contracts shall be fixed price contracts and the contractor shall be required to

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furnish to the Association a performance and payment bond in the full amount of the contract unless such requirement is waived in writing by the Board of Directors and the mortgagee holding the greatest number of recorded mortgages on the units in the Condominium. Notwithstanding the foregoing, the Association shall not be prohibited from entering into contracts for repairs having an aggregate cost of less than \$5,000.00, nor from entering into contracts providing for work which is essential to preserve the property from further deterioration or damage pending collection of assessments.

7. The funds held by the Insurance Trustee for payment of the costs of reconstruction and repair after casualty, shall be disbursed in accordance with the following:

A. The proceeds received by the Insurance Trustee shall be utilized and disbursed only for reconstructing and repairing the specific property with respect to which such proceeds or funds were collected and a separate accounting with respect to receipts and disbursements shall be maintained. The Association shall keep records of all construction costs and the amounts thereof for each reconstruction and repair.

B. If there is a surplus of insurance proceeds after payment of all costs of said reconstruction and repair, such surplus shall be distributed to the Association for allocation as provided in Article V of the Declaration.

C. If the total cost of reconstruction and repair that is the responsibility of the Association is less than \$5,000.00, then the Insurance Trustee shall pay such cost to the Association, and the Association shall hold such sum and disburse the same in payment of the costs of reconstruction and repair.

D. If the total cost of reconstruction and repair that is the responsibility of the Association is \$5,000.00 or more, but less than \$10,000.00, then the Insurance Trustee shall pay the cost thereof upon the order of the Association.

E. If the costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the Insurance Trustee shall pay the cost thereof upon order of the Association with the approval of an architect, licensed to practice in Florida, who has been employed by the Association to supervise the work.

F. The Insurance Trustee shall not be required to determine whether a disbursement is to be made to a particular payee or the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating the name of the payee or payees, the amount to be paid and the particular construction fund or funds against which such payment is to be charged; provided that when the Association has certified that a disbursement required hereunder is to be approved by an architect, no payment shall be made without such approval.

#### ARTICLE XIII MAINTENANCE, ALTERATION AND IMPROVEMENT

##### 1. By the Unit Owner.

A. The owner of each unit must keep and maintain his unit, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his unit which, if omitted, would adversely affect the Condominium, the other unit owners or the Association and its members. The owner of each unit shall be responsible for any damages caused by a failure to maintain such unit. The unit owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, the following: air conditioning and heating equipment, including those portions of the equipment which might be located on the common elements; all windows, sliding glass doors (including operating mechanisms), screening and glass; service equipment, such as dishwashers, refrigerators, stoves, ovens, hot water heaters, disposals and all other appliances; plumbing fixtures and connections, sinks, drains and all pipes, as well as electrical fixtures, outlets, wiring and panels all located within the

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unit or on the common elements, but servicing only the unit; exterior doors, inside wall and ceiling finishes.

B. The owner of a unit agrees to pay for all utilities, such as telephone, electric, etc., that may be separately billed or charged to the unit and shall also be responsible for insect and pest control within the unit and within any limited common elements appurtenant thereto. Wherever the maintenance, repair and replacement of any items, for which the owner of a unit is obligated to maintain, repair or replace at his own expense, is subject to any loss or damage which may be covered by insurance maintained by the Association, the proceeds of said insurance, received by the Association or the Insurance Trustee, shall be used for the purpose of making such maintenance, repair or replacement; in such instance, the owner of the unit shall be required to pay such portion of the costs which, by reason of the applicability of any deductibility provision of the insurance or otherwise, exceed the amount of the insurance proceeds applicable to the maintenance, repair or replacement. The interior and the exterior surfaces of any patio or balcony located within the unit must be maintained by the owner of such unit and kept in a neat, clean and trim condition. If any portion of the interior of such patio or balcony is visible from outside the unit, then the unit owner shall obtain the consent of the Association before altering the appearance thereof.

C. In order to preserve the architectural appearance of the Condominium as the same was originally designed and constructed, no unit owner shall change, modify or alter the common elements. No unit owner shall change, modify or alter the design and/or appearance of any of the exterior surfaces, facades and elevations, landscaping and planting, windows, or exterior doors; nor shall any unit owner change the design or color of any exterior lights or doors, nor install, erect or attach to any part of the exterior of his unit any sign of any kind whatsoever; nor shall he install, erect or attach to the exterior or roof of any unit or upon the common elements any type of radio or television antenna or aerial, whether for sending or receiving. No owner shall erect or construct any original construction; provided, however, that if the Board of Directors finds that it is not detrimental to the interests of the Association and its members, it may authorize a unit owner to make such change, modification or alteration, provided that (a) the alteration does not adversely affect the Association, any member thereof, or the Developer; (b) a copy of plans for such alteration, prepared by a licensed architect, and a copy of the construction contract shall be filed with the Association and approved by its Board of Directors prior to commencement of the work; (c) the full cost of the same is first placed in escrow with the Association; and (d) the contract provides for a performance and payment bond in the full amount thereof. The Board of Directors shall, however, have the power and right to waive any or all of the above where they deem the same to be appropriate.

## 2. By the Association.

A. The Association, at its expense shall be responsible for the maintenance, repair and replacement of all of the common elements, including those portions of a unit contributing to the support of the buildings. Should incidental damage be caused to any unit by virtue of the Association's failure to maintain the common elements as herein required or by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any common elements, the Association shall, at its expense, repair such incidental damage.

B. The Association, by action of the Board of Directors, may make minor and insubstantial alterations and improvements to the common elements, having a cost not in excess of Five Thousand Dollars (\$5,000.00). All other alterations and improvements must first be approved by the owners of 75% of the units and by the mortgagee holding the greatest number of mortgages on the mortgaged units. No alteration or improvement may be made to the common elements which adversely affects the rights of the owner of any unit to the enjoyment of his unit unless the owner and all mortgagees holding recorded mortgages on such unit consent thereto in writing. If any alterations or improvements to the recreational facilities are made other than of a minor or insubstantial nature, then, in addition to the aforesaid consent, the consent of the Developer, or its successor-in-title shall be obtained, unless the subsequent phases, as provided for in Article XVI hereof, have been added to and made a part of this Condominium and sold.

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C. All expenses incurred by the Association in performing the service and maintenance described herein are common expenses, payable by each unit owner under the provisions of this Declaration concerning assessments. Should the maintenance, repair or replacement be caused by the negligence or blame by a unit owner, his family, guests, servants or invitees, he shall be responsible therefor, and the Association shall have the right to levy a special assessment against the owner of such unit, and said Assessment shall constitute a lien upon his unit with the same force and effect as liens for common expenses referred to in this Declaration.

D. The exterior of all the units shall be maintained on a periodic basis by the Association, and there is hereby reserved, in favor of the Board of Directors or any designees thereof, the right to enter into all of the units for the purpose of conducting a periodic program of exterior maintenance, which maintenance shall include, but shall not be limited to, repainting of exterior walls, shutters, trim, eaves, roofs, or any portion of the foregoing. The Association shall determine the time when such maintenance shall be effected, together with the extent thereof. The Association shall not be responsible for maintenance beyond the exterior, unpainted surfaces of the units, such maintenance and repairs being the responsibility of the unit owner.

#### ARTICLE XIV USE RESTRICTIONS

The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists:

1. Units shall be used for single-family residential purposes only and no business or commercial activity of any nature shall be maintained or conducted therein. Except as otherwise provided herein, units may be occupied only as follows:

A. If the owner is an individual or individuals, other than individuals constituting a business partnership, limited partnership or joint venture, the unit may be occupied by such owner's family, servants and guests.

B. If the owner is a corporation, partnership, limited partnership, joint venture or other business entity, the occupants of the unit must be approved by the Board of Directors.

C. No more than one single family may reside in a unit at any one time.

D. If a unit has been leased by a unit owner or by the Developer, the Lessee shall be deemed to be an "owner" for purposes of this section during the term of said lease and shall be subject to all Condominium rules and regulations, the By-Laws, the Declaration, and all exhibits attached thereto.

2. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the benefit and enjoyment of the residents of the units in the Condominium.

3. No immoral, improper, offensive or unlawful use shall be made of the units, the Condominium property nor any part of it. Valid laws, zoning ordinances and regulations of all governmental bodies for maintenance, modification or repair of the Condominium property shall be observed in connection with the maintenance, modification and repair of the property concerned.

4. No unit owner shall make or permit any use of his unit or the common elements which will increase the cost of insurance on the Condominium property.

5. No nuisances shall be allowed within the units or upon the Condominium property, nor shall any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium property by its residents be permitted.

6. Only entire units may be leased (no rooms may be rented separately) for periods of not less than ninety (90) consecutive days. Units which are leased may be occupied only by the lessee and his family, servants and guests.

7. Reasonable rules and regulations concerning the use of Condominium property may be made and amended from time to time by the Association in the manner provided by the Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all unit owners and residents of the Condominium upon request. Such regulations shall not be required to be incorporated in an amendment to this Declaration nor otherwise be filed of record.

8. Unless prior approval, in writing, is secured from the Board of Directors, a unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior of the unit, including awnings and/or storm shutters, doors or windows, nor shall he grow any type of plant, shrubbery, flower or vines on the unit or common elements. Additionally, a unit owner shall not place any furniture or equipment on the common elements appurtenant thereto. The foregoing provision may be modified or waived by the Board of Directors.

9. No fences, hedges, antennas, clotheslines or similar devices shall be allowed on any portion of the Condominium property except in areas that may be so designated by the Association.

10. The overnight parking of any vehicle upon any of the Condominium property used for roadway purposes is prohibited. In addition, the overnight parking of any vehicles without a current license tag and inspection certificate is prohibited. No commercial vehicles, trucks or recreational vehicles may be parked on the common area or any roadway without the written consent of the Board of Directors.

11. No unit owner shall cause any improvement or change to be made on the exterior of his unit, including painting or other decorations, or the installation of electrical wiring, machinery or air conditioning units, which may protrude through the walls or roof of the structure, without first obtaining the prior written consent of the Association. Any such modification to a unit, if permitted by the Association, might be subject to additional maintenance assessments and management costs against the unit owner if the same is found to be warranted by the Association.

12. A unit owner may not modify his unit except with the prior written approval of the Board of Directors. This prohibition includes the erection and installation of storm shutters, which must be first approved by the Board of Directors, taking into consideration color, quality, and the like.

13. A unit owner is prohibited from affixing to the interior or exterior surface of a window any aluminum foil or similar type of reflective material. No "For Rent" or "For Sale" or any other type of sign whatsoever shall be erected on or affixed to any portion of a unit.

14. No owner or other person or persons shall be permitted to use or occupy any unit or otherwise enjoy the Condominium property unless such owner or other person has first been approved for occupancy by the Board of Directors. This approval shall be in addition to the approval set forth in Article X. The approval of any purchaser shall be presumed to also constitute an approval for occupancy and such presumption shall continue until and unless such approval is revoked by the Board of Directors for cause. Cause shall consist of conduct detrimental to the Condominium community such as, but not limited to, disturbing the peace, continued and habitual intoxication, chronic disobedience of rules and regulations, together with such other conduct which may be reprehensible and violative of the norms and standards of the community. The above and foregoing rights shall be enforceable in equity by injunctive relief.

15. The original unit owner, i. e., the first purchaser from the Developer, shall, at the option of the Developer, be permitted to have one (1) domestic pet, not to exceed twenty (20) pounds, kept within the unit, provided said unit owner is the owner of the pet at the time he executed the Purchase Agreement for the unit, and said pet is alive at the time Purchaser takes title thereto. The pet shall always be kept on a leash when outside of the unit and it shall only be permitted to relieve itself in areas specified by the Board of Directors. At all times, pets shall be kept under such rules and regulations as adopted by the Board of Directors and, in the event any pet causes or creates a nuisance or disturbance, said pet shall be permanently removed from the Condominium property and the unit owner's unit, within three (3) days after receipt of notice from the Board of Directors. The foregoing provisions relating to pets shall apply to the

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applicable living pet of the unit owner and upon said pet's demise, it may be replaced only with the prior written approval of the Association. A unit owner may not lease his unit to a party who is the owner of a pet.

#### ARTICLE XV EASEMENTS

1. The common elements shall be, and the same are hereby declared to be, subject to a perpetual, non-exclusive easement, for ingress, egress, utility purposes, and for all other proper and normal purposes for the furnishing of services and facilities for which the same are reasonably intended. Said easement is hereby created in favor of the Association and all the unit owners in this Condominium for their use and for the use of their immediate families, guests, invitees or licensees. The Association shall have the right to establish rules and regulations governing the use and enjoyment of said easement.

2. All of the Condominium property shall be subject to easements for encroachments which now exist or may hereafter exist, caused by settlement or movement of the units, or caused by minor inaccuracies in building or rebuilding said units, which encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachments no longer exist.

3. If there shall be located within the boundaries of any unit, any conduit, plumbing, wiring or other facilities for the furnishing of utility services to other unit owners or to the common elements, an easement in favor of the Association and the members thereof shall exist therefor, and an easement of access to and through such unit for the repair and maintenance of the foregoing shall exist in favor of the Association. Said access to the unit shall only be during reasonable hours, except that access may be had at any time in case of emergency.

4. Easements are reserved by the Developer and the Association through the Condominium property as may be required for ingress and egress, construction purposes, drainage, and for furnishing municipal and utility services in order to adequately serve this Condominium and/or any subsequent phases (as delineated herein) which are not submitted to condominium form of ownership but which constitute a dependent parcel needing the use and enjoyment of such easements. As used herein, the term "Utility Services" shall include, but not be limited to, water, sewer, telephone, power, electric, natural gas, cable television, irrigation, and other such utility services. The Developer and/or the Association, for itself and its assigns, reserve the right to impose upon the common elements henceforth, and from time to time, such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of, and necessary and proper for, the development of the lands of the Condominium.

5. Every portion of a unit contributing to the support of a building shall be burdened with an easement of support for the benefit of all other units and common elements in the building and vice versa.

6. The appurtenances shall include an exclusive easement for the use of the air space occupied by any unit as they may exist in any particular time and as the unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

7. If a subsequent phase (or phases) of this Condominium is developed as provided for in this Declaration, the owners and lessees of units in said phase (or phases) and the members of their families and servants residing in such units, as well as their guests and invitees, shall be entitled to enjoy the easements described in this Article and the same persons shall enjoy similar rights with respect to the common elements, other than limited common elements added to this Condominium.

#### ARTICLE XVI PHASE CONDOMINIUM

This Condominium may be developed in Phases pursuant to Chapter 718.403,

Florida Statutes. Phases One through Three inclusive, and the Recreational Phase, are specifically depicted on Exhibits A through K, inclusive. Should the Developer decide, in its sole discretion, to add all or part of the foregoing phases to this Condominium, each phase shall consist of the property described and delineated on Exhibits A through E, inclusive, with the number and general size of the units depicted thereon, where applicable. In the event all phases are added to this Condominium, the same will consist of a total of Thirty-Eight (38) units and each unit owner in the Condominium will own the undivided interest in the common elements and be responsible for the same interest in the common expenses as more fully set forth in Article V of this Declaration. In the event all phases are added to this Condominium, they will be completed by January 1, 1982. As phases are added to the Condominium, the impact will be to increase the number of units, and the number of persons who will be entitled to use the recreational facilities will be increased accordingly. The further impact will be to increase the common expenses; however, the number of units sharing said expenses will be increased proportionately.

Each unit in the Condominium is entitled to a membership in the Association, which membership will be increased at such time that additional phases are added to the Condominium. In the event all three phases are submitted to condominium form of ownership, the Association will consist of a total of Thirty-Eight (38) memberships. Should the Developer, in its sole discretion, decide to construct and add units in all or part of Phases One through Three to this Condominium, then upon substantial completion of the construction of the units to be added in said phase or phases, the Developer shall cause a surveyor, authorized to practice in the State of Florida, to prepare a survey of the phase or phases to be added, and certify said survey as required by, and pursuant to, the applicable provisions of Chapter 718.104(4)(e), Florida Statutes. This survey shall be attached to an amendment or amendments to this Declaration and the same shall be executed solely by the Developer and recorded in the Public Records of Broward County, Florida, together with such exhibits relating thereto as the Developer determines, in his sole discretion, are necessary.

The Developer shall submit the Recreational Phase, shown on Exhibit E, to condominium form of ownership as a common element subsequent to the submission of the Phase Two but prior to or contemporaneous with the submission of Phase Three. In the event Developer submits Phase One to condominium form of ownership and, in its own discretion determines not to submit Phase Two to condominium form of ownership, then Developer is under no obligation to construct and submit the Recreational Phase to condominium form of ownership. Subject to the foregoing, the Developer shall be obligated to construct the improvements located upon the Recreational Phase and submit the same to condominium form of ownership no later than January 1, 1982. Among the items of personal property to be furnished by the Developer and placed upon the recreational area include, but are not limited to, various items of outdoor furniture to be placed around a swimming pool and the pool deck area.

Nothing contained in this Article shall be construed as requiring the Developer to construct any or all of the phases or units to this Condominium; but if one or more phases are added to this Condominium in one or more subsequent Amendments, such phase or phases will be added to this Condominium by January 1, 1982. Further, nothing contained in this Article shall require the Developer to submit Phases One through Three, inclusive, in their sequential order. The Developer reserves the right to delete, change the arrangement and location of any or all units in the phases not yet added to this Condominium and further reserves the right to change the exterior and interior design of the units, so long as the Developer owns the units to be altered.

#### ARTICLE XVII RIGHTS OF DEVELOPER

So long as the Developer shall own any unit, it shall have an absolute right to lease, sell, transfer and/or convey any such unit to any person, firm, or corporation, upon any terms and conditions as it shall deem to be in its own best interest and in connection therewith the right the Association has, or may hereafter acquire to approve or disapprove purchasers, lessees and other transferees shall not be operative or effective in any manner as to the Developer. The Developer shall have the right to transact on the Condominium property any business

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necessary to consummate the sale, lease or rental of units including, but not limited to, the right to maintain models, have signs, use employees in the models or offices, and permit the use of common elements to show units. A sale or rental office, signs, and all items pertaining to sales or rentals shall not be considered common elements, and shall remain the property of the Developer. The Developer may use the recreational facility and any unit or units as a sales office and/or model. In the event there are unsold units, the Developer retains the right to be and remain the owner thereof, under the same terms and conditions as other owners, save for this right to sell, rent or lease.

The Developer shall have the right to retain control of the Association and to elect members of the Board of Directors in accordance with, and pursuant to, the provisions of Chapter 718.301(1), Florida Statutes.

Whenever the Developer shall be entitled to designate any person to serve on the Board of Directors, such designation shall be made in writing, and the Developer shall have the right to remove said person and to appoint a replacement to act and serve for the remainder of the unexpired term of any director so removed. Written instruments designating or removing directors shall be executed by or on behalf of the Developer and shall become effective upon delivery to the Secretary of the Association.

Any person designated by the Developer to serve on the Board of Directors shall not be required to be disqualified upon any vote concerning a management contract or other matter in which the Developer or the said Director may have a pecuniary or other interest. Similarly, the Developer, as a member of the Association, shall not be required to disqualify itself on any vote which may come before the membership of the Association upon any matter between the Developer and Association where the Developer may have a pecuniary or other interest.

The initial monthly assessment for each unit owner shall be as set forth in an Estimated Operating Budget, prepared in accordance with Chapter 718.504, Florida Statutes. The Developer shall be excused from payment of its share of the common expenses as to the units it owns until the occurrence of the first of the following: (a) January 1, 1983; or (b) the date when the majority of the Board of Directors is elected by the unit owners in the Condominium, rather than by the Developer. During the period of time when the Developer is excused from paying its share of the common expenses, the Developer shall be responsible for any deficit relating thereto. Accordingly, the Developer shall be obligated to pay the difference between the Association's common expenses and the sums collected as the assessment for common expenses from unit owners other than the Developer, if greater than the amount of the assessment for common expenses on the units owned by the Developer, if the same is necessary to avoid a deficit. During the period of this undertaking, the Developer shall have the right to require that the Board of Directors of the Association increase said quarterly assessments in an amount as determined by the Developer which shall not exceed one hundred fifteen percent (115%) for each one year period over the stated quarterly assessment for each unit as specified in the preceding year's operating budget.

All rights in favor of the Developer reserved in this Declaration and the exhibits attached hereto are freely assignable in whole or in part by the Developer and may be exercised by any nominee or successor-in-interest of Developer.

The Developer (and its designees) shall have the right, in its sole discretion, and at such time as it desires, to enter on, over and across the Condominium property, and the further right to use portions of the Condominium property for construction purposes. Such construction of the Developer on the Condominium property or within any unit shall in no event constitute a nuisance or be deemed to be an interference with the use or enjoyment of the units by the owners thereof.

#### ARTICLE XVIII COMPLIANCE AND ENFORCEMENT

Each unit owner shall be governed by and shall comply with the terms and conditions of this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations promulgated by the Association. Failure of a unit owner to

so comply shall entitle the Association and/or the other unit owners to the relief set forth in the following sections of this Article, in addition to the remedies provided by the Condominium Act.

A unit owner shall be liable for the expense of any maintenance, repair or replacement of the property rendered necessary by his negligence or willful act or that of any member of his family, guest, employee, agent, lessee, invitee or pet, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements, by the unit owner.

In any legal proceeding occasioned by the failure of a unit owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation, By-Laws, Rules and Regulations of the Association, or in the event there is any dispute in connection with the terms and conditions of the foregoing documents resulting in the institution of litigation by the Association or any unit owner thereof against the Developer, the Developer, if successful in said proceeding, shall be entitled to recover its costs and reasonable attorneys' fees, including fees and costs on appeal.

The failure of the Association, the Developer or any unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, By-Laws, or the Rules and Regulations of the Association, shall not constitute a waiver of the right to do so thereafter.

#### ARTICLE XIX TERMINATION

The condominium regime, created pursuant to this Declaration, may be terminated as follows:

1. In accordance with Chapter 718.117, Florida Statutes.
2. In compliance with the terminology set forth in this Declaration pertaining to major damage to the Condominium property.
3. In the event written consent is secured by the record owners of all units within the Condominium, together with the written consent of the mortgagees holding the greatest number of recorded mortgages on the units comprising the Condominium.
4. With the written consent (the "Consent") of (i) the record owners of seventy-five percent (75%) of the units and (ii) the mortgagees holding the greatest number of recorded mortgages on the units in the Condominium. Within thirty (30) days following the obtaining of the Consents, all consenting owners, or a lesser number of them, shall agree in writing to purchase all units owned by non-consenting record owners upon the terms hereinafter set forth, and notice of such agreement must be sent to the non-consenting record owners of each unit that the option to purchase such unit, set forth in paragraph A below, is being exercised. The Consents shall be irrevocable until the expiration of the said thirty-day period, and, if all such options are exercised, the Consents shall remain irrevocable. The option to purchase each unit belonging to non-consenting owners shall be exercised and the purchase thereof shall be consummated as follows:

A. Exercise of Option. The option to purchase each unit shall be exercised by delivery or mailing by certified mail to the record owners of each unit an Agreement to Purchase (the "Agreement") executed by the persons who will participate in the purchase of such unit. The Agreement shall be submitted together with a notice which shall, in essence, state the following:

- (i) A list of all units to be purchased
- (ii) The names of all persons participating in each purchase
- (iii) A statement to the effect that all units owned by

EE 9777 RE881

owners not approving the termination of the Condominium are to be purchased,

B. Price. The Agreement, which shall represent a separate contractual arrangement between the sellers and the purchasers of each unit, shall set forth the price for each unit. This price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of the Agreement. In the event the parties cannot agree as to price, the same shall be determined by arbitration in accordance with the then-existing rules of the American Arbitration Association, except that the Arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

C. Payment. The purchase price shall be paid in cash.

D. Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

E. Failure to Close. If any sale shall fail to close, the Association may procure another purchaser to purchase the unit at the said sales price, the closing of the latter sale to take place within sixty (60) days following the scheduled closing date of the sale which failed to close.

At such time that the purchase of all units owned by the non-consenting record owners have been closed, the Condominium shall terminate and the same shall be evidenced by filing, in the Public Records of Broward County, Florida, a certificate of the Association, executed by its President and Secretary, certifying under oath the facts effecting the termination. Upon termination, the unit owners of record shall own all of the Condominium property as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to each unit immediately prior to the termination. This Article concerning termination, cannot be amended without the consent of all unit owners and all record owners of mortgages upon units.

#### ARTICLE XX MISCELLANEOUS

Whenever notice is required under the terms of this Declaration, it shall be given in writing to the Association, to the unit owner, or to any mortgagee, as the case may be, by personal delivery to such party, or by depositing with postage prepaid in the United States mails, registered or certified with return receipt requested, addressed as follows:

ASSOCIATION	As the Association's address appears on record at the office of the Secretary of State of Florida.
UNIT OWNER	As the address of the unit owner appears on the books of the Association.
MORTGAGEE	As the address of the mortgagee appears on the books of the Association.

Notice served on the Secretary of the Association in the aforesaid manner shall constitute notice to the Association. Until the election of the officers of the Association, the Developer shall be authorized to act as agent on behalf of the Association with respect to the giving of notice which shall be addressed as follows:

Madison Manor Condominium Association  
2942 Coral Springs Drive  
Coral Springs, Florida 33065

or to such other address as Developer shall, in writing, advise the person giving

such notice to utilize for such purposes.

In respect to automobile parking areas, the Developer may adopt a parking plan with respect to any parking spaces, and assign particular parking spaces to the use of designated units. In lieu thereof, the Association may propose a plan which, in order to be effective, must be approved by not less than fifty percent (50%) of the unit owners.

All the provisions of this Declaration and the exhibits attached hereto shall be construed as covenants running with the land and every unit owner and every claimant of the land or any part thereof or interest therein and their heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium documents.

The Developer and each unit owner acknowledge that all determinations, interpretations and interpolations made by the City of Coral Springs Building Department or any other governmental authority having jurisdiction shall be binding in connection with the plans and specifications for all improvements constructed by the Developer.

The invalidity, in whole or in part, of any covenant or restriction, or any section, paragraph, subparagraph, sentence, clause, phrase, word or other provision of this Declaration or any exhibit thereto, shall not affect the validity of the remaining portions thereof.

The terms and provisions, covenants and conditions of this Declaration shall be binding upon and inure to the benefit of the parties hereto.

The headings of the sections, subsections, paragraphs and subparagraphs of this Declaration are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections or subsections.

The interpretation, construction, and effect of this Declaration shall be in accordance with and be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Developer, by its respective appropriate officers, has executed this Declaration, this 13th day of January, 1981, and caused its seals to be affixed hereto.

Signed, sealed and delivered  
in the presence of:

CRANBROOK CONSTRUCTION, INC.

By: Otto Milbrand

Attest: Mary Milbrand

(Corporate Seal)

STATE OF FLORIDA )

COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Otto Milbrand and Mary Milbrand known to me to be the President and Secretary, respectively of CRANBROOK CONSTRUCTION, INC., a Florida corporation, and known to me to be the persons who executed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation.

WITNESS my hand and official seal this 13th day of January, 1981, in the State and County last aforesaid.

James C. Costa  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPT. 25 1982  
BONDED THRU GENERAL INS. UNDERWRITING

SEP 9777 REG 883

# MADISON MANOR CONDOMINIUM

EXHIBIT "A"

OFF 9777 PRE 884

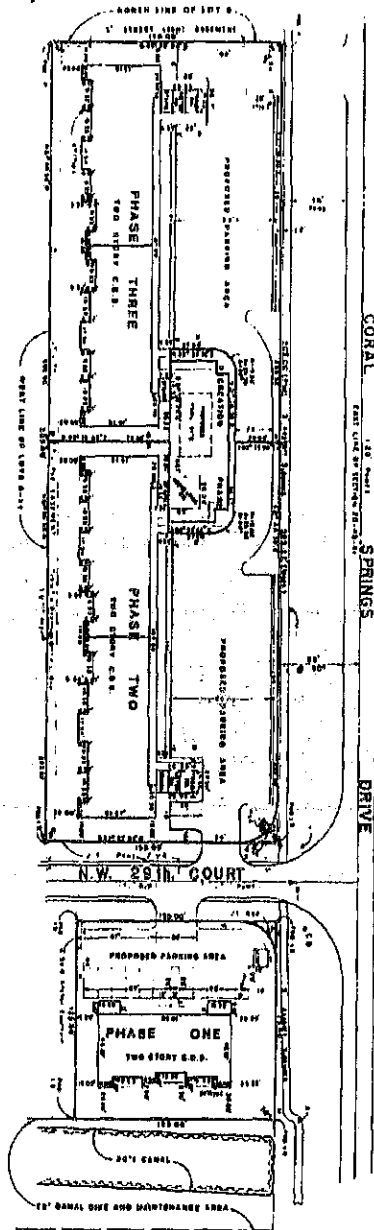
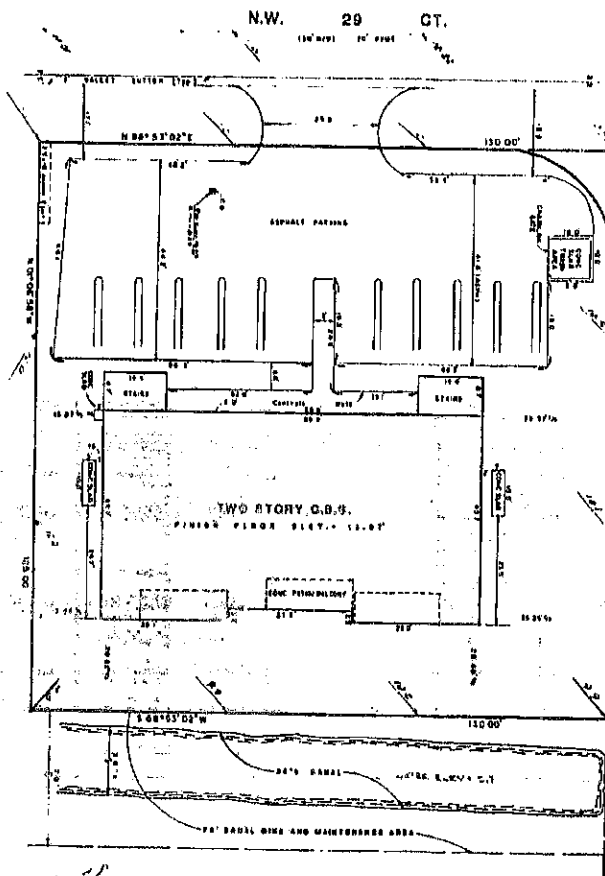


EXHIBIT "A"  
 LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

MADISON MANOR CONDOMINIUM  
 EXHIBIT "A"

Doty and Wey P.A.  
 ATTORNEYS AT LAW  
 1111 N. W. 10th Ave. Suite 1000 Fort Lauderdale, Florida 33301  
 305 551 4100

1-30'  
 2-20-80  
 D.C.O.  
 17/3



CORAL SPRINGS DR.

**MADISON MANOR CONDOMINIUM**

**PHASE ONE EXHIBIT "B"**

SHEET 1 OF 3 SHEETS

DESCRIPTION. PAPER ON  
SOL 1, Block 1, CORAL SPRING COUNTRY CLUB SUBDIVISION, according  
to the plat record, as recorded in PLATBOOK 60, Page 49 of the  
Public Records of Broward County, Florida.

Said lands were high water in Duval County, Florida.  
Said in all easements, reservations, and rights of way of  
-1-

These photographs show the use of APPROXIMATIONS for the unclassified materials from the above sources in the production of certain of the drawings of the original material. As shown, the classification label "SECRET" is an adequate representation of the original material, and that the reproduction of such representations is substantially consistent with the original. Together with the production of the reproduction of information of which the following is a list, resulting in various forms, is an accurate representation of the location and direction of the information contained and the reproduction, location and direction of the same elements and of each shall be a reproduction of the material.

For William F. Vay, Jr. (and interest in), 2005, State of Texas

**NOTE:**  
For all other pertinent information  
refer to the Declaration of Condominium

1. The Government of India has decided to provide financial assistance to the Government of the State of Kerala for the purpose of the construction of the Kerala Sahitya Akademi building at Thiruvananthapuram.

2. The Government of India has decided to provide financial assistance to the Government of the State of Kerala for the purpose of the construction of the Kerala Sahitya Akademi building at Thiruvananthapuram.

3. The Government of India has decided to provide financial assistance to the Government of the State of Kerala for the purpose of the construction of the Kerala Sahitya Akademi building at Thiruvananthapuram.

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MADISON MANOR CONDOMINIUM

PHASE ONE PERIOD 'D'

Derby and Way P. A.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

9511 U. S. Dep. Geol. Survey, Florida 3307

25 000 000

1<sup>st</sup>-10<sup>th</sup>  
2-20-81  
D.O.O.  
1772

2-20-80

**D.O.O.**

W.L.

DATE	TIME	LOCATION	OFFICER	STATUS	REMARKS
AS-BUILT DIMENSIONS FOR 40' DIA.					
ANNE, ENGLISH (P.S. MINI)					

AM 10. 2490790 (P.R. 414) ... 654 23 6:00

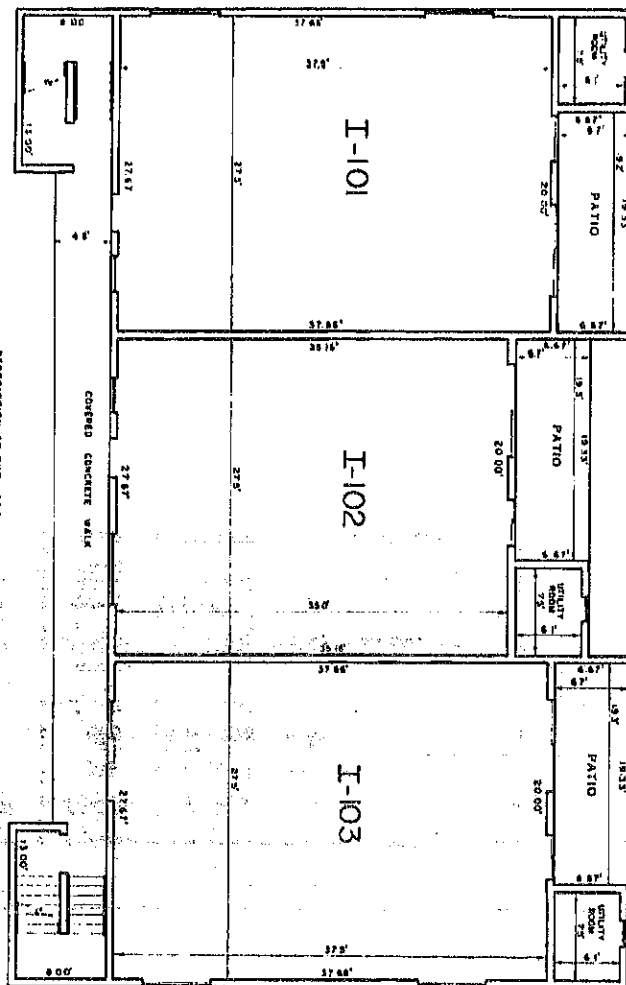
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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**MADISON MANOR CONDOMINIUM**  
**PHASE ONE EXHIBIT "B"**

FIRST FLOOR



DESCRIPTION OF THE UPPER AND LOWER ROOMS:  
 THE 12 FLOORS CONTAINING THREE UNITS, MAKING THE FOLLOWING ELEVATIONS:  
 LOWER LIMIT OF THE UNITS: 10.00'  
 UPPER LIMIT OF THE UNITS: 10.00'

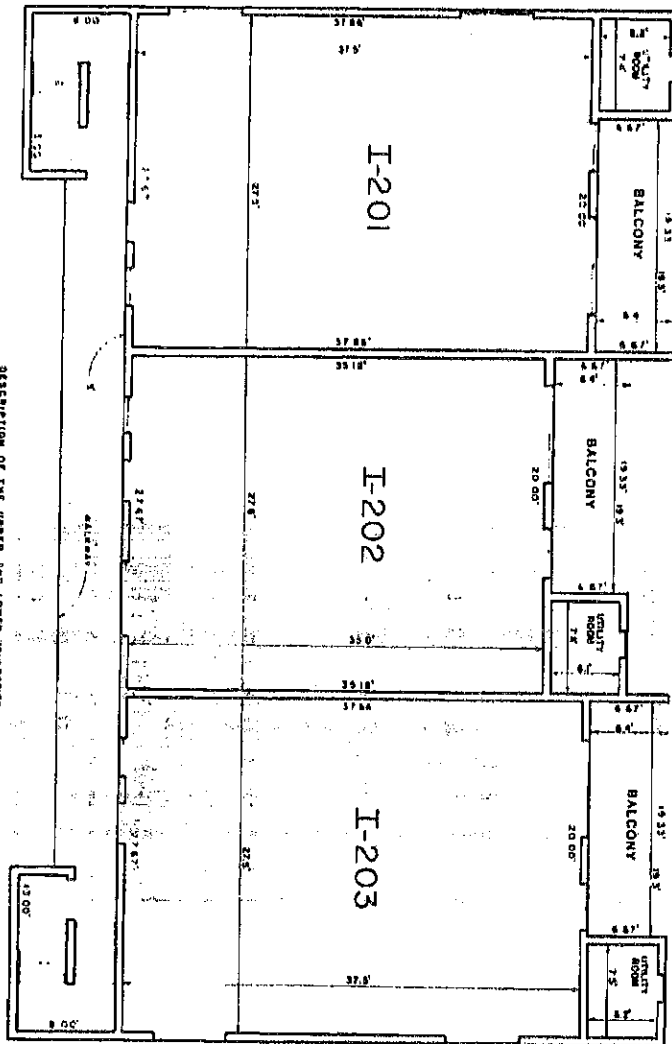
SHEET 2 OF 3 SHEETS

NOTES:  
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 2. DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.  
 3. DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.  
 4. DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.  
 5. DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.  
 6. DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.  
 7. DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.  
 8. DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.  
 9. DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.  
 10. DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.

MADISON MANOR CONDOMINIUM PHASE ONE EXHIBIT "B"		<i>Doty and Hoy P. A.</i> A PROFESSIONAL ASSOCIATION 1111 N. Biscayne Blvd., Suite 1000, Miami, Florida 33139 305 722 8800		1" = 4'-0" 80-28-80 D.C.O. 10/10/80		AS-BUILT DIMENSIONS: 11.8.10/81 DATE: 10/10/81 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]	
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# MADISON MANOR CONDOMINIUM PHASE ONE EXHIBIT "B"

SECOND FLOOR



DESCRIPTION OF THE UPPER AND LOWER ROOFS  
THESE FLOORS CONTAIN THREE UNITS, HAVING THE FOLLOWING ELEVATIONS:  
LOWER LIMIT OF THE UNITS 3' 0" - 3' 6"



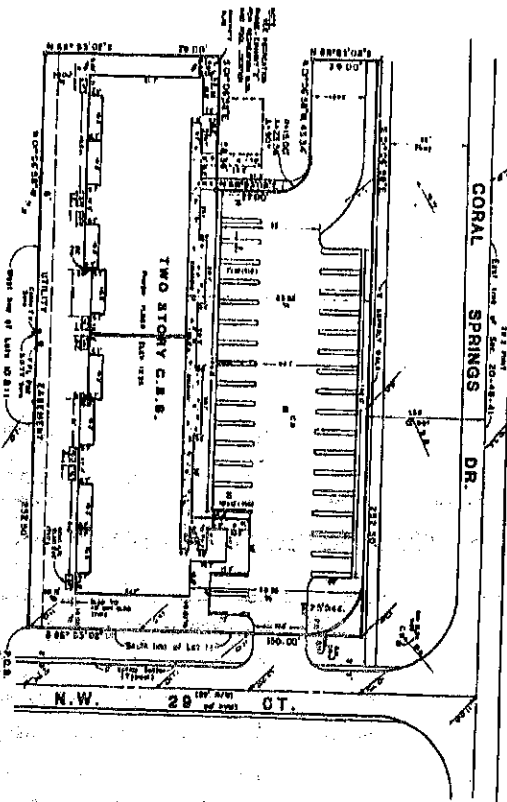
NOTES  
1. THE PLANS AND ELEVATIONS ARE  
2. SUPPLIED BY THE ARCHITECT AND  
3. ARE NOT TO BE USED FOR CONSTRUCTION  
4. WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.  
5. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE  
6. ACCURACY OF THE INFORMATION CONTAINED HEREIN.  
7. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE  
8. ACCURACY OF THE INFORMATION CONTAINED HEREIN.  
9. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE  
10. ACCURACY OF THE INFORMATION CONTAINED HEREIN.

SHEET 3 OF 3 SHEETS

<p>MADISON MANOR CONDOMINIUM PHASE ONE EXHIBIT "B"</p>	<p><i>Early and Hay P.A.</i> ARCHITECTS 4000 Red Bank Road, Suite 100 Wilmington, DE 19806</p>	<p>1"=4' 5-28-80 D.C.O. <i>W.H.</i></p>	<p>AS-BUILT DIMENSIONS (IF ANY) SCALE: 1/8"=1'-0"</p>
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# MADISON MANOR CONDOMINIUM

PHASE TWO EXHIBIT "C"



## REMARKS - PHASE TWO

A portion of lots 10 and 11, being 0.0000 acres, are shown as being subject to the same restrictions as the other lots in the same block, and are shown as being subject to the same restrictions as the other lots in the same block.

Subject to all easements, restrictions, and covenants of record.

This certificate was filed for record on the 10th day of May, 1988, at the County Clerk's Office, Dade County, Florida.

## NOTE:

For all other pertinent information refer to Declaration of Condominium.

Conveys Elevation of point above

SHEET 1 OF 3 SHEETS

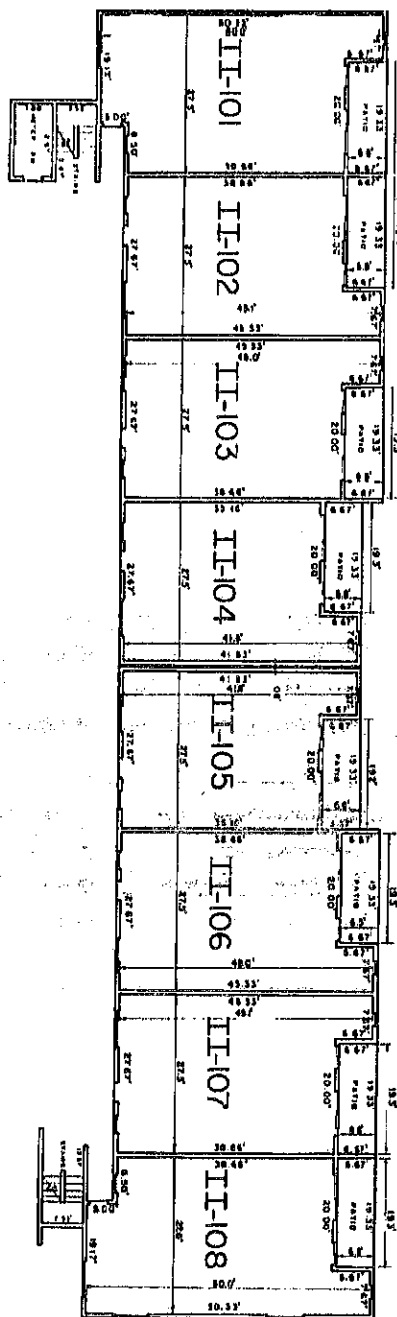
22-97177 REG-888

<b>MADISON MANOR CONDOMINIUM</b> 2000 P.O. BOX 1000 MIAMI, FL 33101		<b>Daly and Wey, Inc.</b> 2000 P.O. BOX 1000 MIAMI, FL 33101	2000 P.O. BOX 1000 MIAMI, FL 33101
---	--	--	---------------------------------------

1977-1978

PHASE TWO EXHIBIT "C"

**FIRST FLOOR**



COMPLETION OF THE UPPER AND LOWER BOUNDARIES  
THE 11 FLOOD CONTAINS EIGHT UNITS HAVING THE FOLLOWING  
ELEVATIONS:

LOWER LIMIT OF UNITS	1231'
UPPER LIMIT OF UNITS	2032'

**SHEET 2 OF 3 SHEETS**

**MADISON MANOR CONDOMINIUM  
PHASE TWO EXHIBIT "C"**

Girls and W. L.

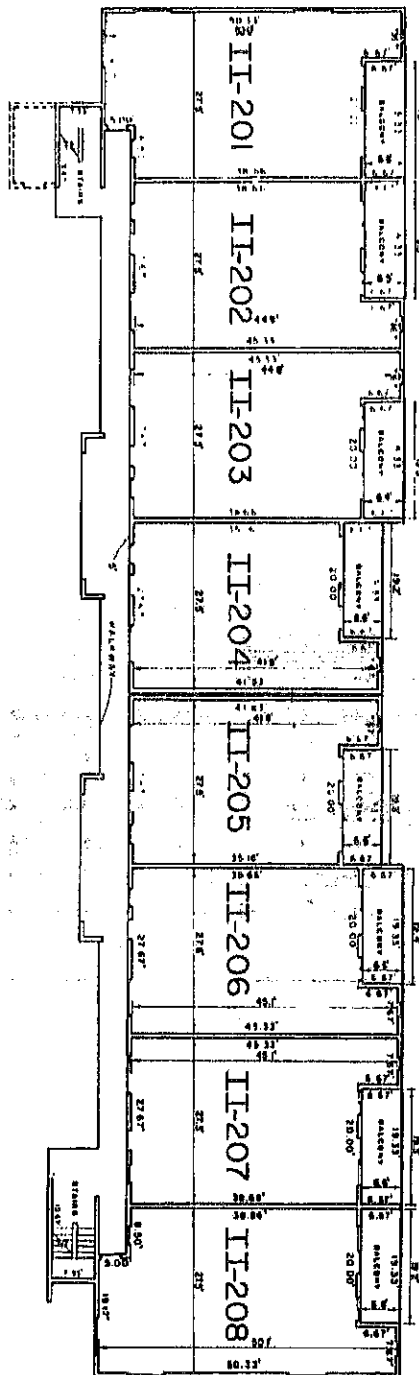
FOUO [REDACTED] [REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

1<sup>st</sup>-8<sup>th</sup>  
5-28-80  
D.C.O.

# MADISON MANOR CONDOMINIUM PHASE TWO EXHIBIT "C"

# 9777 re 890

SECOND FLOOR



## NOTES

1. THE PLAN AND ELEVATIONS ARE COMPILED FROM A RECENT SURVEY AND ARE SUBJECT TO THE FINAL SURVEY REPORT AND THE FINAL PLAT OF THE PROJECT.

2. THE UNITS OF THE UNIT ARE TO BE USED AS STAIRS.

3. THE UNITS OF THE UNIT ARE TO BE USED AS STAIRS.

4. THE UNITS OF THE UNIT ARE TO BE USED AS STAIRS.

5. THE UNITS OF THE UNIT ARE TO BE USED AS STAIRS.

1. THE PLAN AND ELEVATIONS ARE COMPILED FROM A RECENT SURVEY AND ARE SUBJECT TO THE FINAL SURVEY REPORT AND THE FINAL PLAT OF THE PROJECT.

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4. THE UNITS OF THE UNIT ARE TO BE USED AS STAIRS.

5. THE UNITS OF THE UNIT ARE TO BE USED AS STAIRS.

SHEET 3 OF 3 SHEETS

80-0134

MADISON MANOR CONDOMINIUM  
PHASE TWO EXHIBIT "C"

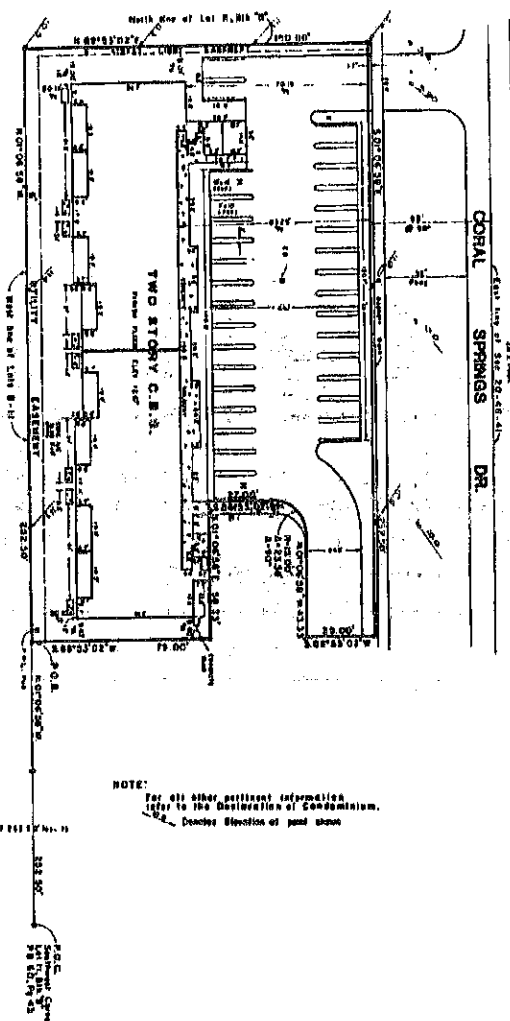
*Dwyer and Wey, Inc.*  
Professional Surveyors and Engineers  
2200 Northwood Dr. Annapolis, MD 21403  
(410) 291-0000

1"=8'  
D.C.O.  
W.H.

FILED: PHASE TWO, P. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 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**PHASE THREE EXHIBIT "D"**

893 777



**NOTE:**  
For all other pertinent information  
refer to the Declaration of Condominium.  
U.S. Census Bureau of Economic and Social Statistics

REHABILITATION: 1999-2001

A portion of Lata & Sons, Inc., 8404 1/2  
CHARTER CLUB DRIVE, according to the FBI  
invest, as recorded in FBI Book 44, Page 42, of  
the Public Records of Broward County, Florida;  
being more particularly described as follows:

[illegible]

Subject to all exceptions, qualifications, and restrictions  
not in error.

[illegible]

test participants were told nothing of what was being done by the FBI. The FBI was not even allowed to make reference to the participation of Detective J. J. Labadie of the Florida Gladiolus and Narcissus, and to a certification that Exhibit "P" is an accurate representation of the specimens displayed thereon. The FBI was not permitted to make any reference to the fact that the specimens of said Gladiolus will be subsequently supplied to other law enforcement agencies with the provisions of the Registration of Narcissus, which they exhibit in a report, relating to matters of courtesy and respect to the Department of Agriculture, and the FBI of the specimens displayed and the identification, under test, and signatures of the person who made the test also used as is contained from their collection.

**SHEET 1 OF 3 SHEETS**

00-0134

MADISON MANOR CONDOMINIUM

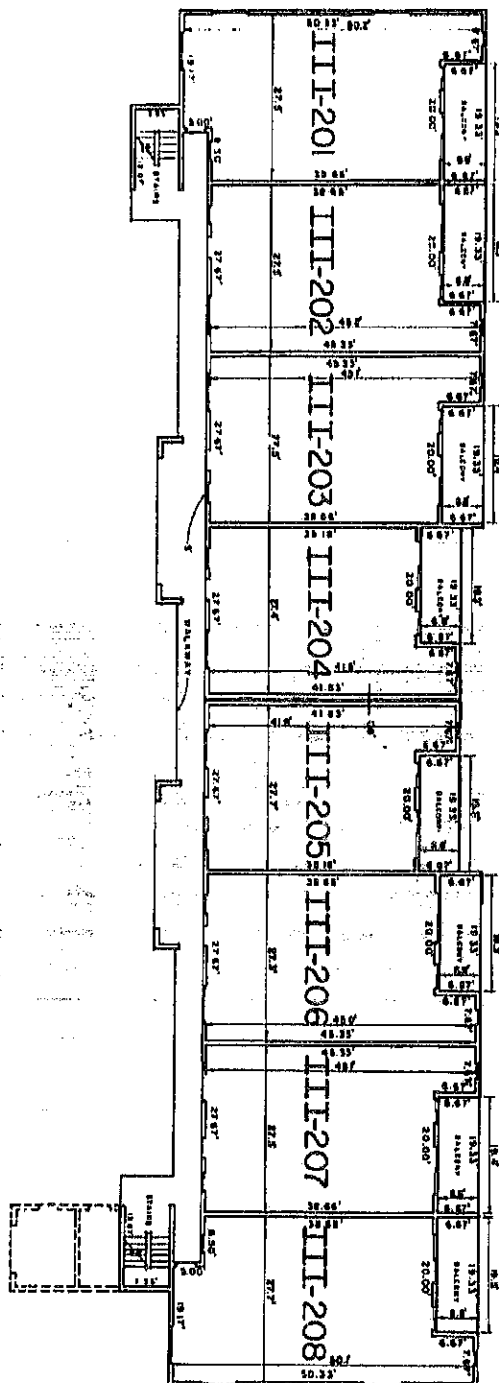
中国美术学院美术考级教材 素描分册

*Duffy and Way, Inc.*  
 PROFESSIONAL SURVEYING AND ENGINEERING  
 ESTABLISHED IN 1902, 40 LEONARD ST., NEW YORK  
 10013, N.Y.

1-20  
D.C.C.  
JAN 1968

[illegible]

REF 9777 892



DESCRIPTION OF THE UPPER AND LOWER BOUNDARIES  
 THE SECTION CONTAINS EIGHT UNITS HAVING THE FOLLOWING  
 ELEVATIONS

LOWER LIMIT OF UNITS	21.17
UPPER LIMIT OF UNITS	23.25

80-0134

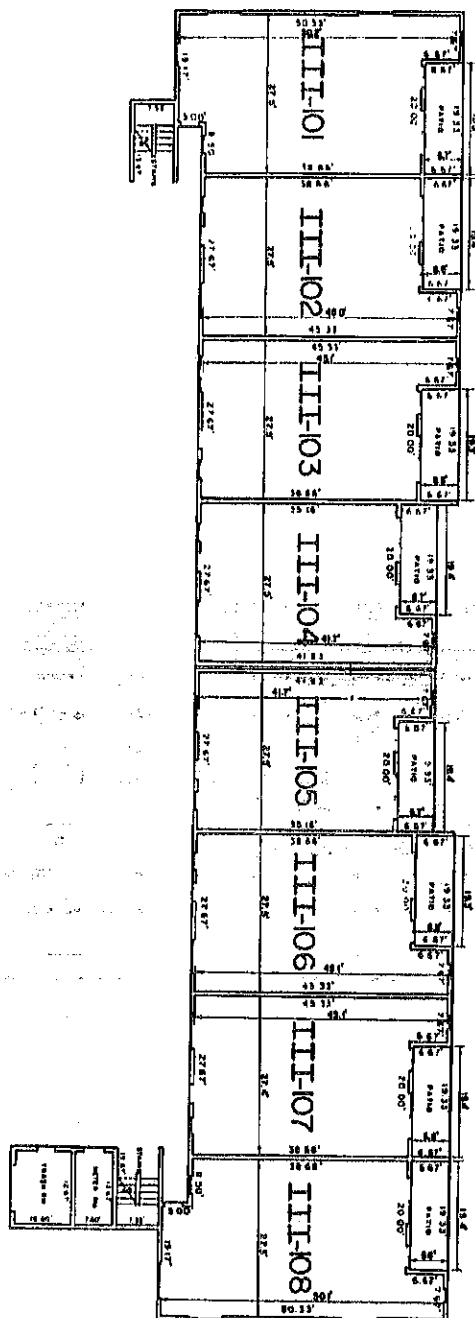
RECEIVED, DIVISION OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE  
WASHINGTON, D.C. 20535  
JAN 10 1964  
FROM: SAC, NEW YORK (100-100000)  
TO: DIRECTOR, FBI (100-100000)  
SUBJECT: [REDACTED]

NIN	1-A'	EXP-001	NO 2 =	10-0000	ST	100	100
TIME	9:10 AM	FIND	PAGE	(PAGE)	P.A.M.	100	100
M	D.O.C.						
CASE	for						
Case	100						
Page							

767 003

10

# M-O-N



THE 11<sup>TH</sup> FLOOR CONTAINS EIGHT UNITS HAVING THE FOLLOWING ELEVATIONS

CONCRETE LVL.	NO. UNITS	FLOOR
UPPER UNIT OF UNITS	2087	

**SHEET 2 OF 3 SHEETS**

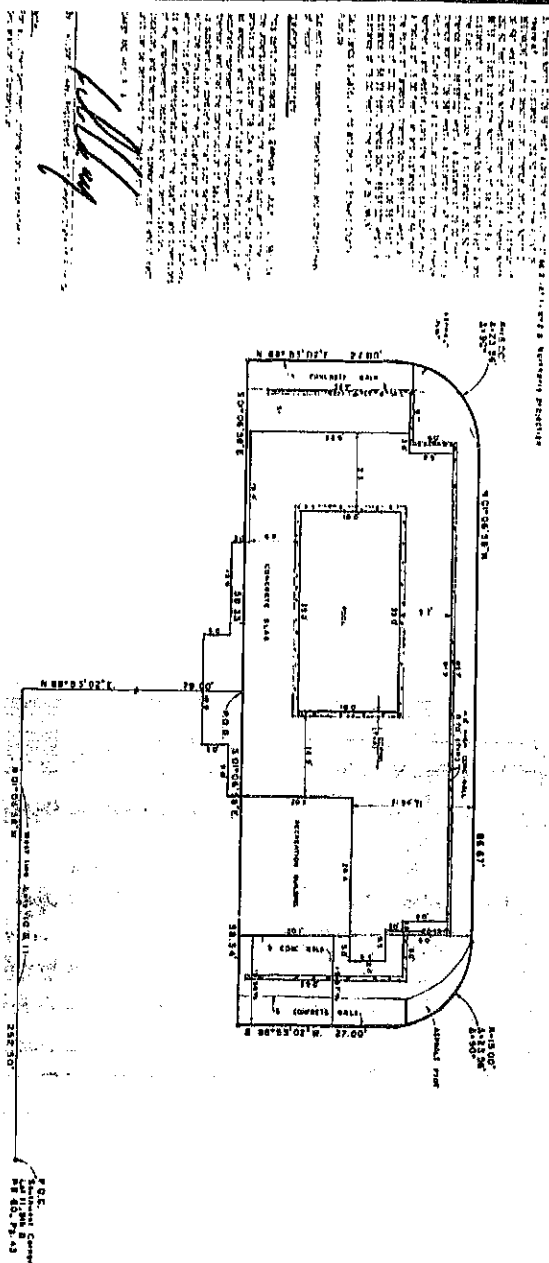
MADISON MANOR CONDOMINIUM  
PHASE THREE EXHIBIT "D"

*Duffy and Wey, Inc.*  
PROFESSIONAL, TECHNICAL AND INDUSTRIAL  
DRAWINGS AND BLUEPRINTS  
1000 15th St. N.W. Wash., D.C. 20005  
(202) 638-2221

[illegible]



8272-214



MANOR MANOR CONDOMINIUM  
RECREATION PHASE

*Dorby and Way, Inc.*  
PROFESSIONAL SURVEYING AND ENGINEERING

1000 Harrison St. Suite 20, Los Angeles, Florida 00000  
(800) 555-5555

11 E

Doc 5-70-0

D.C.

24/2  
मार्च १९९३

414

[illegible]

1. Name of the person or organization: [REDACTED]  
2. Address: [REDACTED]  
3. City: [REDACTED]  
4. State: [REDACTED]  
5. Zip: [REDACTED]  
6. Date: [REDACTED]  
7. Signature: [REDACTED]  
8. Title: [REDACTED]  
9. Phone: [REDACTED]  
10. Fax: [REDACTED]  
11. E-mail: [REDACTED]  
12. Other: [REDACTED]

SECRET

\_\_\_\_\_

\_\_\_\_\_

ARTICLES OF INCORPORATION  
OF  
MADISON MANOR CONDOMINIUM ASSOCIATION, INC.

ARTICLE I  
NAME

The name of the Association is MADISON MANOR CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II  
PURPOSE

The Association is organized as a corporation not for profit under the provisions of Chapter 617 of the Florida Statutes and will be a Condominium Association as referred to and authorized by Section 718.111 of the Florida Statutes. The purpose for which the Association is organized is to provide an entity responsible for the operation of a Condominium in Broward County, Florida, known as MADISON MANOR CONDOMINIUM (hereinafter referred to as "Condominium"). The Declaration of Condominium of MADISON MANOR CONDOMINIUM will be filed in the Public Records of Broward County, Florida. The real property forming the Condominium will be more particularly described in the Declaration. Unless the context requires otherwise, terms defined in the Declaration shall have the same meaning in these Articles.

ARTICLE III  
QUALIFICATION OF MEMBERS AND MANNER OF THEIR ADMISSION

The members of the Association will be constituted by all of the record owners of Condominium units in the Condominium and a change of membership will be established by recordation in the Public Records of Broward County, Florida, of a deed or other instrument establishing record title to a Condominium unit and the delivery to the Association of a certified copy thereof. Upon recordation of said instrument, the membership of the prior owner of the subject Condominium unit, shall be thereby terminated. In the event any one unit is owned by more than one person, firm, individual, corporation or legal entity, the composite title holder shall be and constitute one member of the Association and, as more particularly set forth in the By-laws of the Association, or the Declaration, one specific person will be designated to vote on behalf of the Condominium unit. Any person, firm, individual, corporation or legal entity owning more than one unit shall have a separate membership for each of the Condominium units owned.

ARTICLE IV  
TERM

The term of the existence of the Association shall be perpetual unless the Condominium is terminated pursuant to the provisions of the Declaration or in accordance with Chapter 718, Florida Statutes and, in the event of such termination, the Association will be dissolved.

ARTICLE V  
NAMES AND RESIDENCES OF SUBSCRIBERS

The names of the Subscribers to these Articles of Incorporation are:

Otto Milbrand  
3400 Willow Wood Road  
Lauderhill, Florida 33319

Mary Milbrand  
3400 Willow Wood Road  
Lauderhill, Florida 33319

Dolly Madison  
2728 N. W. 87th Avenue  
Coral Springs, Florida 33065

REF 9777 REC 895

ARTICLE VI  
DIRECTORS AND OFFICERS

The affairs of the Association will be managed by its officers which will include a President, Vice-President, Treasurer and Secretary, which officers will be elected annually by the Board of Directors or in accordance with the By-Laws or the Declaration. The Board of Directors of the Association will be responsible for the rendering of major policy decisions of the Association but the officers shall be responsible for the day to day operations thereof. The Directors and officers may lawfully and properly exercise all of the powers of the Association as set forth in Article XI hereof or those powers permitted under Florida law, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of the Agreements executed pursuant to such powers are some or all of the persons with whom the Association enters into such Agreement or who are employed by or own some or all of the proprietary interests in the entity or entities with whom the Association enters into such Agreements. Disclosure of such agreement, by setting forth the same in either the Declaration, as initially declared or substantially amended, or by making the same known at a meeting of the Association and subsequently recorded in the corporate minutes of the Association, shall stand as an absolute confirmation of such agreements and the valid exercise by the Directors and Officers of the Association.

ARTICLE VII  
NAMES OF OFFICERS

The names of the officers who are to serve until the first election or appointment are as follows:

President	Otto Milbrand
Vice-President	Dolly Madison
Secretary/Treasurer	Mary Milbrand

ARTICLE VIII  
BOARD OF DIRECTORS

The Board of Directors shall consist of not less than three (3), nor more than seven (7) persons initially; the names and addresses of the persons who are to serve as such until the first election thereof are as follows:

Otto Milbrand  
3400 Willow Wood Road  
Lauderhill, Florida 33319

Mary Milbrand  
3400 Willow Wood Road  
Lauderhill, Florida 33319

Dolly Madison  
2728 N. W. 87th Avenue  
Coral Springs, Florida 33065

ARTICLE IX  
BY-LAWS

The original By-Laws are to be made by the Board of Directors and/or declared under the Declaration. The same may thereafter be amended upon the recommendation of sixty (60%) percent of all the directors and approval of not less than seventy-five percent (75%) of the members of the Association.

ARTICLE X  
AMENDMENT OF ARTICLES

These Articles of Incorporation may be amended only upon the recommendation of sixty (60%) percent of all the Directors and upon the approval of seventy-five percent (75%) of the members of the Association.

ARTICLE XI  
POWERS

The Association shall have all of the following powers:

1. Section 617.021. All of the powers set forth and described in Chapter 617.021 of the Florida Statutes not repugnant to any of the provisions of Chapter 718 of the Florida Statutes.

2. Chapter 718. All of the powers of an Association as set forth in Chapter 718 of the Florida Statutes.

3. Leascholden. To acquire and enter into agreements whereby it acquires leasehold, memberships or other possessory or use interests in lands or facilities including, but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation, or other use for the benefit of the unit owners.

4. Management. To contract for the management of the Condominium property with any person, firm or entity, for the operation, maintenance, or repair of the condominium property. However, such contract shall not be in conflict with the powers and duties of the Association, the Articles of Incorporation, the By-Laws, the Declaration of Condominium, or the rights of unit owners as provided in Chapter 718, Florida Statutes.

5. Acquisition of Condominium Parcels. To acquire by purchase, or otherwise, parcels of the Condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.

6. Operations. To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose and intent of the Declaration as the same may from time to time be amended and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the Declaration and/or By-Laws.

#### ARTICLE XII INDEMNIFICATION

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer at the time said expenses are incurred. 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 but shall not be applicable to any director or officer who willfully and knowingly fails to comply with the provisions of Chapter 718, Florida Statutes, the Declaration of Condominium, these Articles of Incorporation, and the By-Laws of the Association.

#### ARTICLE XIII INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is 2942 Coral Springs Drive, Coral Springs, Florida 33065, and the name of the initial registered agent of the Association is DOLLY MADISON.

We, the undersigned, being the subscribers hereto, do hereby subscribe to these Articles of Incorporation and in witness whereof, we have hereunto set our hands and seals this 13th day of January, 1981.

[Signature]  
Subscriber

[Signature]  
Subscriber

[Signature]  
Subscriber

STATE OF FLORIDA )

COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, an officer duly authorized to take ack-

REF 9777 REC 897

Now, I, the County and State aforesaid, personally appeared OTTO MILLBRAND, MARY MILLBRAND and DOLLY MADISON, well known to me to be the persons who executed the foregoing instrument and they acknowledged that they signed, sealed and delivered the same, at the time and place, and for the uses and purposes in therein set forth.

WITNESS my hand and official seal this 13th day of January, 1981.

*[Signature]*  
Notary Public  
(Seal)

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEP 25 1982  
BONDED THRU GENERAL INS. UNDERWRITERS

ACCEPTANCE OF REGISTERED AGENT

I, DOLLY MADISON, hereby accept the designation of Registered Agent for service of process of MADISON MANOR CONDOMINIUM ASSOCIATION, INC., a corporation, not for profit, within the State of Florida, in accordance with Section 48.091, Florida Statutes.

DATED, this 13th day of January, 1981.

*[Signature]*  
REGISTERED AGENT

SEE 9777 REC 898

BY-LAWS OF

MADISON MANOR CONDOMINIUM ASSOCIATION, INC.

(a corporation, not for profit, under the laws of the State of Florida)

ARTICLE I  
IDENTITY

These are the By-Laws of MADISON MANOR CONDOMINIUM ASSOCIATION, INC., a corporation, not for profit, under the laws of the State of Florida (the "Association"), the Articles of Incorporation of which were filed in the office of the Secretary of State on the 27th day of January, 1981, subject to the Charter granted by the Secretary of State and subject to the Declaration of Condominium of MADISON MANOR CONDOMINIUM (the "Declaration") which submitted the land set forth on Exhibit A to the Declaration to condominium form of ownership. The Association has been organized for the purpose of administering MADISON MANOR CONDOMINIUM (the "Condominium") in accordance with both the Articles of Incorporation of the Association and the Declaration.

The office of the Association shall be at 3400 Willow Wood Road, Lauderdale, Florida, or such other address as the Board of Directors, from time to time, may determine.

The fiscal year of the Association shall be the calendar year.

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

ARTICLE II  
MEMBERS

1. The annual members' meeting shall be held at the offices of the Association, at 2:00 P. M., Eastern Standard Time, on the 15th day of November, of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members of the Association, which members shall be owners of record of individual units comprising the Condominium. If the date of the annual members' meeting is a legal holiday, the meeting shall be held on the next succeeding business day, at the same hour.

2. Special meetings of the members of the Association (hereinafter referred to as "Members"), shall be held whenever called by the President or Vice President or by a majority of the Board of Directors. Additionally, a special meeting of the Members shall be called upon the receipt, by any officer, of written requests for the same from not less than one-third (1/3rd) of the entire membership.

3. Notice of all meetings shall state the time and place thereof, as determined by the Board of Directors, and the object for which the meeting is called and the same shall be provided by the President or Vice President or Secretary, unless waived, in writing. With regard to annual meetings, written notice shall be given thereof to each unit owner and shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior thereto. Unless a unit owner waives, in writing, the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each unit owner at the address set forth in their deed or instrument of conveyance, unless another address is placed on file at the office of the Association, and the post office certificate of mailing shall be retained as proof of such mailing. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings, so long as the appropriate and necessary quorum, as hereinafter defined, is present at such meetings.

4. The owners of a majority of the units of the Condominium shall constitute a quorum and decisions shall be made only at a meeting at which a quorum is present. Each Member shall be entitled to one vote in the affairs of the Association in accordance with the terms of Article IV of the Declaration. The joinder of a Member in the action of any meeting, by signing and concurring in the Minutes thereof, shall constitute the presence of such Member for the purpose of determining a quorum.

BP 9777 REC 899

5. The votes pertaining to a unit which is owned by more than one person or by a corporation or other business entity, shall be cast by the voting Member as determined in Article IV of the Declaration. Such person shall be named in a certificate, signed by all the owners of said unit, and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate and must be on file with the Association in order to be considered in the determination of a quorum or for any other purpose.

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

7. Approval or disapproval by a Member upon any matter or subject discussed during an Association meeting, shall be by the same person who is entitled to cast the vote pertaining to his unit.

8. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is present.

9. The order of business at annual members' meetings and, as far as practicable at all other members' meetings, shall be:

- A. Election of chairman of the meeting.
- B. Call of the roll and certification of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of officers.
- F. Reports of committees.
- G. Election of inspectors of election.
- H. Election of directors.
- I. Unfinished business.
- J. New business.
- K. Adjournment.

### ARTICLE III DIRECTORS

1. The Board of Directors of the Association (the "Board of Directors") shall consist of not less than three (3) nor more than seven (7) persons. Each Member of the Board of Directors shall either be the owner of a unit, have an interest therein or, in the event of corporate ownership, be an officer or designated agent thereof.

2. Election of the Board of Directors shall be conducted in the following manner:

A. Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the Members.

B. Vacancies on the Board of Directors may be filled until the date of the next annual meeting by the remaining directors.

C. Notwithstanding any other provision of these By-Laws, the Developer, its successors or assigns, shall appoint the Board of Directors for the period contemplated by the Declaration and by Chapter 718.301, Florida Statutes, as the same exists at the time of the subscription hereof.

3. The term of each Director's service shall extend until the next annual meeting of the Members and, thereafter, until his successor is duly elected and qualified or until he is removed from office in the manner elsewhere provided.

4. The organizational meeting of all newly elected constituents of the Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of said meeting shall be necessary, providing a quorum shall be present.

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

6. All meetings of the Board of Directors shall be open to all unit owners of the Condominium and adequate notice thereof shall be posted conspicuously on the Condominium property at least forty eight (48) hours in advance of said meeting, except in an emergency.

7. 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.

8. A quorum, at each meeting of the Board of Directors, shall consist of those Directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the Board of Directors, approved by a majority of said Directors at any meeting at which a quorum is present, shall constitute the acts of the entire Board of Directors. If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting, from time to time, until a quorum is present. At any adjourned meeting, business which might have been transacted at the meeting as originally called, may be transacted without further notice.

9. The presiding officer at any meeting of the Board of Directors shall be the chairman of the board, if such officer has been elected, and if none, then the President of the Association shall preside. In the absence of any presiding officer, the Directors present shall designate one of their number to preside.

10. Directors' fees, if any, shall be determined by the Members.

11. A director may be removed from office with or without cause and, specifically, for the failure to be either the owner of a unit, have an interest therein or, in the event of corporate ownership, to be an officer or designated agent thereof. The removal of a Director, pursuant to this paragraph, shall be by the vote or agreement, in writing, of a majority of all unit owners, at a special meeting of the unit owners called for said purpose. A special meeting of the unit owners to remove a member or members of the Board of Directors may be called by ten percent (10%) of the unit owners, giving notice of the meeting, as the same is required, for any meeting of unit owners. However, the provisions herein shall not apply to those Directors selected by the Developer, its successors or assigns.

#### ARTICLE IV

#### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors, such powers and duties including those existing under common law and statutes, the Articles of Incorporation, and the Declaration, and shall include, but not be limited to, the following:

1. To make and collect assessments against the Members of the Association, not less frequently than quarterly, and in an amount not less than required to provide funds, in advance, for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred by the Association. Each unit owner shall remit to the Association the requested sums of money and, in the event of a delinquency, the same shall be governed by the provisions of the Declaration relating thereto.

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

3. To maintain, repair, replace, and operate the common elements and the Condominium property.

4. To reconstruct any improvements after casualty and to further improve the Condominium property.

5. To promulgate and amend any rules and regulations respecting the use of the Condominium Property.



6. To enforce, by legal means, the provisions of the Articles of Incorporation, the By-Laws, the Declaration, and other rules and regulations concerning the use of the Condominium property.

7. To approve or disapprove proposed purchasers, lessees, and mortgagees of units in the manner provided by the Declaration and Chapter 718, Florida Statutes.

8. To contract for the management of the Condominium property with any person, firm or entity, for the operation, maintenance, or repair of the condominium property. However, such contract shall not be in conflict with the powers and duties of the Association, the Articles of Incorporation, the By-Laws, the Declaration of Condominium, or the rights of unit owners as provided in Chapter 718, Florida Statutes.

9. To pay taxes and assessments on the common elements and to assess the same against the Members and against the units which might be subject to any liens in connection therewith.

10. To carry insurance for the protection of the unit owners and the Association against casualty and liability, as further defined in the Declaration.

11. To pay the cost of all power, water, sewer, and other utility services rendered to the Condominium and not billed to owners of individual units.

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

13. To submit to condominium form of ownership any property or any rights therein owned or acquired by the Association.

14. To perform any other duties incident to the orderly operation of the Condominium, taking into consideration the purposes for which the Association has been organized.

#### ARTICLE V OFFICERS

The executive officers of the Association shall be a President and a Vice President (both of whom shall be directors), a Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors, and who may be preemptorily removed. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association. The duties of the individual officer, shall include the following:

1. The President shall be the chief executive officer of the Association and shall have all the powers and duties which are usually vested in the office of President of an 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, and to assist any other way in the conduct of the affairs of the Association.

2. The Vice President shall, in the absence or disability of the President, exercise all the powers and perform all the duties of the 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.

3. The Secretary (or other designee of the President) shall keep the Minutes of all meetings of the Board of Directors and the Members and shall provide and serve all notices to the Members and Directors as required in the Articles of Incorporation, the By-Laws, the Declaration, or Chapter 718, Florida Statutes. He shall have custody of the corporate seal of the Association and affix the same to instruments requiring said corporate seal. The Secretary shall also keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an association and those as may be required by the Directors or the President. The Minutes of all meetings of both the Board of Directors and the Members shall be kept in a book available for inspection by unit owners, or their authorized representatives, as well as members of the Board of Directors, at any reasonable time upon reasonable notice. All Minutes shall be retained by the Association for a period of not less than seven (7) years.

4. The Treasurer shall have custody of all the books and records pertaining to the Association, which books evidence the collection and payment of all funds, securities, and other indebtedness. The Treasurer shall keep the assessment rolls and accounts of all the unit owners of the Condominium and shall keep the books and records of the Association in accordance with good accounting practices. He shall also perform all other duties incident to the office of Treasurer of an association.

5. The compensation of all officers and employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude contracting with any Director for the management of the Condominium.

#### ARTICLE VI FISCAL MANAGEMENT

Any provisions for fiscal management of the Association, set forth in the Articles of Incorporation, the Declaration, or Chapter 718, Florida Statutes, shall be supplemented by the following provisions:

1. Assessment Roll: The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such account shall designate the name and address of the owner or owners of the unit, the amount of each assessment against the unit and/or the owners thereof, the dates and amounts in which the assessments came due, the amounts paid upon the account, and the balance due and owing upon said account.

2. Budget: The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association. The Board of Directors shall mail a notice of meeting and a copy of the proposed annual budget of common expenses to each of the unit owners, not less than thirty (30) days prior to the meeting at which the budget will be considered. The written notice to the unit owners shall state the time and place of the meeting of the Board of Directors and said meeting shall be open to all unit owners.

If an adopted budget requires assessments against the unit owners, in any fiscal or calendar year, exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the unit owners to the Board of Directors, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days' written notice to each unit owner. At this special meeting, unit owners shall consider and enact a budget, the adoption of which shall require a vote of not less than a majority of all unit owners. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property, shall be excluded from computation. As long as the Developer is in control of the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of all unit owners.

3. Depository: 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 monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks, signed by such persons as are authorized by the Directors.

4. Audit: An audit of the accounts of the Association shall be made annually by an accountant to be selected by the Board of Directors, and a copy of the report shall be furnished to each Member not later than four (4) months after the end of the year for which the report is made.

5. Fidelity Bonds: In accordance with Chapter 718.112(2)(1), Florida Statutes, fidelity bonds of all officers and directors of the Association are required. The amount of such bonds shall be determined by the Board of Directors but shall be at least in the amount of the total annual assessments against Members for recurring expenses. All costs of bonding, including the premiums, shall be paid by the Association.

ARTICLE VII  
PARLIAMENTARY RULES

Roberta Rules of Order (latest edition) shall govern the conduct of the Association's proceedings when not in conflict with the Articles of Incorporation, the By-Laws, the Declaration, or with any statute of the State of Florida.

ARTICLE VIII  
AMENDMENTS

Amendments to the By-Laws shall be proposed and adopted in the following manner:

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

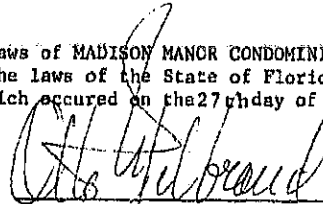
2. A resolution adopting a proposed amendment must receive approval of not less than sixty percent (60%) of the votes of the entire membership of the Board of Directors, together with the approval of not less than seventy-five percent (75%) of the votes of the entire membership of the Association. Directors and Members not present at the meetings considering the amendment may express their approval in writing or by written proxy.

3. An amendment may be proposed by either the Board of Directors or by the membership of the Association and, after being proposed and approved by one of such bodies, it must be approved by the other.

4. An amendment, when adopted, shall become effective upon its approval in accordance with the terms hereinabove set forth and filing the same with the Secretary of the Association. Additionally, in order to be valid, such amendment must be set forth in, or annexed to, a recorded Amendment to the Declaration.

5. No by-law shall be revised or amended by reference to its title or number only. Proposals to amend existing by-laws shall contain the full text of the by-laws to be amended and new words shall be inserted in the text underlined, and the words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of the by-law. See By-Law # \_\_\_ for present text." Non-material errors or omissions in the by-law process shall not invalidate an otherwise properly promulgated amendment.

The foregoing were adopted as the By-Laws of MADISON MANOR CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, at the first meeting of the Board of Directors, which occurred on the 27th day of January 1981.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

SEP 9777 REC 904

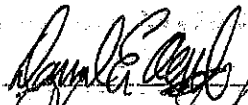
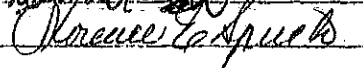
CONSENT OF MORTGAGEE

FOR TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION ("Coral Gables"), a United States corporation, receipt of which is hereby acknowledged by its subscription at the end hereof, Coral Gables, an owner and holder of the following mortgages:

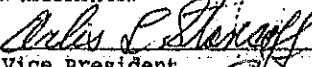
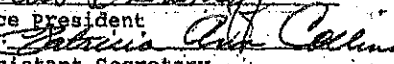
- (1) Mortgage dated October 7, 1980, and recorded October 8, 1980, in O. R. Book 9169, Page 551 of the Public Records of Broward County, Florida;
- (2) Mortgage recorded April 21, 1981, in O.R. Book 9537, Page 306, of the Public Records of Broward County, Florida;
- (3) Mortgage dated January 27, 1981, recorded January 28, 1981, in O. R. Book 9383, Page 24 of the Public Records of Broward County, Florida;

hereby consents to the Declaration of Condominium of MADISON MANOR CONDOMINIUM (the "Declaration"), dated the 13th day of January, 1981.

This Consent has been given with the specific understanding that the lien of the Mortgages shall hereafter be a lien upon the condominium property and each of the condominium units created by the Declaration, together with all appurtenances thereto. Nothing herein contained shall be deemed to limit, affect or modify the Mortgages or their priority; the sole purpose hereof is to set forth the consent of Coral Gables to the Declaration, in accordance with Chapter 718.104(3), Florida Statutes. This Consent shall also operate as a consent to all phases as set forth in the Declaration and as each phase is submitted to condominium form of ownership. Each of the units created in such phase shall be subject to the lien of the Mortgages. Signed, sealed and delivered in the presence of:

CORAL GABLES FEDERAL SAVINGS AND  
LOAN ASSOCIATION

By   
Vice President  
Attest:   
Assistant Secretary


STATE OF FLORIDA :

COUNTY OF BROWARD : SS.

PERSONALLY APPEARED before me, the undersigned authority, Arlis L. Stancoff and Patricia Ann Collins, known to me to be the Vice President and Ass't. Sec'y., respectively of CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, a United States corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledge the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 27th day of August, 1981, in the State and County last aforesaid.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
COUNTY ADMINISTRATOR  
(S.I.A.)

  
NOTARY PUBLIC  
My Commission Expires 1/1/85

43 - NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB 4 1985  
BONDED THRU GENERAL INS. UNDERWRITERS

EE 9777 REG 905