

POMPANO  
BEACH CLUB  
ASSOCIATION,  
INC.

CONDOMINIUM DOCUMENTS

111 BRINY AVE. (SO. OCEAN  
BLVD. AT S.E. 2ND ST.)  
POMPANO BEACH, FL 33062

DECLARATION OF CONDOMINIUM

OF

POMPANO BEACH CLUB  
A Condominium  
111 Briny Avenue  
Pompano Beach, Florida

MADE this 5th day of December, 1973, by NEWPORT CORPORATION, a Delaware corporation, called Developer, for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, hereafter called the Condominium Act.

1.1. Name and address. The name by which this condominium is to be identified is POMPANO BEACH CLUB, a condominium, and its address is 111 Briny Avenue, Pompano Beach, Florida.

1.2. The Land. The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Broward County, Florida:

lots 8, 9, 10 and the South 17 feet of Lot 7, Block 6, Lots 11, 12, 13 and the South 17 feet of Lot 14, less the West 15 feet of said Lots 11 through 14, Block 6 of Pompano Beach Blount Brown Realty Co.'s Subdivision according to plat recorded in Plat Book 2, Page 43 of the Public Records of Broward County, Florida.

2. Definitions. The terms used in this Declaration and its exhibits shall have the meanings stated in the Condominium Act (Sec. 711.03 F.S.) and as follows, unless the context otherwise requires:

2.1. Apartment and Unit means unit as defined by the Condominium Act.

2.2. Association means Pompano Beach Club Condominium Association, Inc., a Florida corporation not for profit, and its successors.

2.3. Common elements shall include the tangible personal property required for the maintenance and operation of the condominium, and any land acquired by the Association, even though owned by the Association, as well as the items stated in the Condominium Act.

2.4. Common expenses include:

a. expenses of administration, insurance, maintenance, operation, repair and betterment of the common elements, leasehold property, and of the portions of apartments to be maintained by the Association, rental for the leasehold property, and costs of carrying out the powers and duties of the Association.

b. expenses declared common expenses by provisions of this Declaration or the Bylaws.

c. any valid charge against the condominium property as a whole.

2.5. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

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

POMPANO BEACH CLUB  
DECLARATION OF CONDOMINIUM

TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
1. Purpose	1
1.1. Name and address	1
1.2. The Land	1
2. Definitions	1
2.1. Apartment and Unit	1
2.2. Association	1
2.3. Common Elements	1
2.4. Common Expenses	1
a. Expenses of administration, etc.	1
b. Expenses declared by Declaration	1
c. Valid charges against condominium property	1
2.5. Condominium	1
2.6. Singular, plural, gender	2
2.7. Utility services	2
2.8. Approval or consent	2
2.9. Regulations	2
3. Development Plan	2
3.1. Survey	2
3.2. Plans	2
3.3. Amendment of plans	2
a. Alteration of unit plans	2
b. Amendment of Declaration	3
3.4. EASEMENTS	3
3.5. Improvements - general description	3
a. Apartment Building	3
b. Other improvements	3
3.6. Unit boundaries	3
a. Upper and lower boundaries	3
(1) upper boundary	3
(2) lower boundary	3
b. Perimetrical boundaries	3
(1) Exterior building walls	3
(2) Interior building walls	3
(i) where walls, etc.	3
(ii) where walls, etc.	3
3.7. Common elements	4
4. The Units	4
4.1. Typical apartment plans	4
4.2. Apartment numbers	4
4.3. Appurtenances to apartments	5
a. Common elements and common surplus	5
b. AUTOMOBILE PARKING	5
c. Storage lockers	5
d. Association membership	5
4.4. Liability for common expenses	5
4.5. LESSOR'S LIEN ON CONDOMINIUM PARCEL	5

<u>Item</u>	<u>Page</u>
5. Maintenance, alteration and improvement	6
5.1. Apartments	6
a. By the Association	6
(1) all boundary walls, etc.	6
(2) balconies	6
(3) all conduits, ducts, etc.	6
(4) all incidental damages, etc.	6
b. By the Apartment Owner	6
(1) to maintain, repair, etc.	6
(2) the portions of the units, etc.	6
(3) not to paint, etc.	6
(4) to promptly report, etc.	6
c. Alteration and improvement	6
5.2. Common elements	7
a. By the Association	7
b. Alteration and improvement	7
c. Land acquired by the Association, etc.	7
d. Any land acquired, etc.	7
e. Any personal property, etc.	7
6. Assessments	7
6.1. Share of common expense	7
6.2. Interest; application of payments	8
6.3. Lien for assessments	8
6.4. Rental pending foreclosure	8
7. Association	8
7.1. Articles of Incorporation	8
7.2. The Bylaws	8
7.3. Limitation upon liability of Association	8
7.4. Restraint upon assignment of shares in assets	8
7.5. Approval or disapproval of matters	8
7.6. Roster of unit owners and mortgagees	8
a. Unit owners	8
b. Mortgagees	9
7.7. Voting rights	9
7.8. The Association shall have power to lease, etc.	9
8. Insurance	9
8.1. Purchase; named insured	9
a. Purchase	9
b. Approval	9
c. Named insured	9
d. Copies to mortgagees	9
8.2. Coverage	9
a. Casualty	9
(1) loss or damage by fire, etc.	9
(2) such other risks, etc.	10
b. Public liability	10
c. Workman's compensation	10
d. Such other insurance	10
8.3. Premiums	10
8.4. Insurance Trustee; shares of proceeds	10
a. Unit owners	10
b. Mortgagees	10
8.5. Distribution of proceeds	10
a. Expense of the trust	10
b. Reconstruction or repair	11
c. Failure to reconstruct or repair	11
d. Certificate	11
8.6. Association as Agent	11
8.7. Benefit of Mortgagees	11

<u>Item</u>	<u>Page</u>
9. Reconstruction or repair after casualty; eminent domain	11
9.1. Determination to reconstruct or repair	11
a. Lesser damage	11
b. Major damage	11
(1) immediately after the casualty, etc.	11
(2) immediately after the determination, etc.	11
c. Certificate	11
9.2. Plans and specifications	12
9.3. Responsibility	12
9.4. Assessments	12
9.5. Construction funds	12
a. Association	12
b. Insurance Trustee	12
(1) Association - lesser damage	12
(2) Association - major damage	12
(3) unit owner	12
(4) surplus	12
(5) certificate and approval of architect	13
(i) structural parts	13
(ii) request	13
(iii) costs more than \$10,000	13
9.6. Eminent domain	13
a. Unit reduced but tenantable	13
(1) made tenantable	13
(2) balance of award	13
(3) common elements	13
b. Unit made untenable	13
(1) market value	14
(2) common elements	14
(3) shares in common elements	14
(4) amount of award	14
c. Arbitration	14
d. Amendment of Declaration	14
10. Use restrictions	14
10.1. Apartments	14
10.2. Common elements	14
10.3. Nuisances	15
10.4. Lawful use	15
10.5. Leasing	15
10.6. Signs	15
10.7. Regulations	15
10.8. Proviso	15
11. Maintenance of community interests	15
11.1. Transfer subject to approval	15
a. Sale	15
b. Lease	15
c. Gift	15
d. Devise or inheritance	15
e. Other transfers	15
11.2. Approval by Association	15
a. Notice to Association	16
(1) sale	16
(2) lease	16
(3) gift; devise; inheritance; other transfers	16
(4) failure to give notice	16
(5) costs	16
b. Certificate of approval	16
(1) sale	16
(2) lease	16
(3) gift, devise or inheritance; other transfers	16
c. Approval of corporate owner, purchaser or lessee	17
11.3. Disapproval by the Association	17
a. Sale	17

<u>Item</u>	<u>Page</u>
(1) option of the purchaser	17
(2) purchase price	17
(3) sale shall be closed	17
(4) certificate	17
(5) proposed transactions shall be deemed to have been approved	17
b. Lease	17
c. Gifts; devise or inheritance; other transfers	17
(1) sale price	18
(2) purchase price	18
(3) sale shall be closed	18
(4) certificate	18
(5) ownership shall be deemed to have been approved	18
11.4. Mortgage	18
11.5. Exceptions	18
11.6. Unauthorized transactions	18
12. Compliance and default	18
12.1. Negligence	18
12.2. Costs and attorneys' fees	18
12.3. No waiver of rights	18
13. Amendments	19
13.1. Notice	19
13.2. Resolution of adoption	19
a. Not less than 75%, etc.	19
b. Not less than 80%, etc.	19
c. Until the first election	19
13.3. Proviso	19
13.4. Execution and recording	19
14. Termination	19
14.1. Destruction	19
14.2. Agreement	20
a. Exercise of option	20
(1) certificate	20
(2) agreement	20
b. Price	20
c. Payment	20
d. Closing	20
e. Termination	20
14.3. Certificate	20
14.4. Shares of owners after termination	20
14.5. Amendment	20
15. Severability	20

EXHIBITS

DESCRIPTION

A	Survey and Plot Plan
B-1	1st Parking Level (lowest level)
B-2	2nd Parking Level & Main Lobby
B-3	3rd Parking Level & Storage
B-4	Apartment Floors 3 & 4 and 4th & 5th Parking Levels
B-5	Apartment Floors 5 & 6 and 6th Parking Level
B-6 through B-18	All Apartment Floor Plans
B-19	Garden Deck
B-20	Elevation
C	Architect's Certificate
D	Articles of Incorporation
E	Bylaws
F	Lease

POMPANO BEACH CLUB  
DECLARATION OF CONDOMINIUM  
TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
1. Purpose	1
2. Definitions	2
3. Development plan	3
.4 Easements	3
.5 Improvements - general description	3
.7 Common Elements	4
4. The Units	4
.3 Appurtenances to apartments	5
b. Automobile Parking	5
c. Storage Lockers	5
d. Association Membership	5
.4 Liability for Common Expenses	5
.5 Lessor's Lien on Condominium Parcel	5
5. Maintenance, alteration & improvement	6
.1 Apartments	6
.2 Common Elements	7
6. Assessments	7
7. Association	8
8. Insurance	9
9. Reconstruction or repair; eminent domain	11
10. Use restrictions	14
11. Maintenance of Community Interests	15
.1 Transfer subject to approval	15
.2 Approval by Association	15
.3 Disapproval by Association	17
.4 Mortgage	18
.5 Exceptions	18
.6 Unauthorized transactions	18
12. Compliance and Default	18
13. Amendments	19
14. Termination	19
15. Severability	20
Exhibits	

74 JUN 15 11 41 AM

1966-2402

Return

This instrument prepared by  
JAMES H. GILBERT, JR.  
ENGLISH, McCAUGHAN & O'BRYAN  
300 First Federal Building  
Fort Lauderdale, Florida

# 166. 0.2 4

2.7. Utility services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

2.8. Approval or Consent. Whenever approval or consent is required of any person or entity, such approval or consent shall not be unreasonably withheld.

2.9. Regulations means Regulations respecting the use of the condominium property and leased recreational property which have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

3. Development plan. The condominium is described and established as follows:

3.1. Survey. A survey of the land is attached as Exhibit A.

3.2. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such prepared by Stephen C. Oppenheim, Architect, under project number 7114, and Richard C. Reilly, Architect, under project number 273-23, a portion of which plans, together with an architect's certificate, are attached as the following exhibits:

<u>Exhibit</u>	<u>Description</u>
A	Survey and Plot Plan
B-1	1st Parking Level (lowest level)
B-2	2nd Parking Level & Main Lobby
B-3	3rd Parking Level & Storage
B-4	Apartment Floors 3 & 4 and 4th & 5th Parking Levels
B-5	Apartment Floors 5 & 6 and 6th Parking Level
B-6 through B-18	All Apartment Floor Plans
B-19	Garden Deck
B-20	Elevation
C	Architect's Certificate
D	Articles of Incorporation
E	Bylaws
F	Lease

3.3. Amendment of plans.

a. Alteration of Unit Plans. The interior plan of a unit may be changed by its owner, and the boundaries between units may be changed by the owners of the units affected. No apartments may be subdivided. No change shall be made of balconies. No change in the boundaries of units shall encroach upon the boundaries of the common elements. Boundary walls must be soundproof and must be equal in quality of design and construction to the existing boundary walls. Any changes in the boundaries of units shall be effected in accordance with plans prepared by an architect licensed to practice in this state, which plans shall be first filed with the Association. Any change which is made within a unit or in its boundaries shall also observe the requirements of the section concerning Maintenance, Alteration and Improvement. The Developer reserves the right to make changes within units during construction of the building so long as such changes do not change the size of the units.

b. Amendment of Declaration. A change in the boundaries between units shall be set forth in an amendment of this declaration. Plans of the apartments concerned showing the apartments after the change in boundaries and prepared by an architect licensed to practice in this state shall be attached to the amendment as exhibits, together with the certificate of an architect or engineer required by the Condominium Act. The amendment shall apportion between the units concerned the shares in the common elements appurtenant to such units, the apportionment to be in accordance with the totals of the floor areas of the units before and after the change in boundaries. Such an amendment shall be signed and acknowledged by the owners of the units concerned; and if developer is not such an owner, the amendment shall be also approved by the board of directors of the Association and signed and acknowledged by the Association. Such an amendment shall also be signed and acknowledged by all lienors and mortgagees of the units concerned; but it need not be approved or signed by other unit owners, whether or not elsewhere required for an amendment.

HP 5632  
PAGE 104



3.4. Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

3.5. Improvements - general description.

a. Apartment Building. The condominium includes an apartment building consisting of a basement containing automobile parking space and building equipment rooms; a first floor containing automobile parking space, storage rooms and community areas; third, fourth, fifth and sixth floors containing automobile parking space, building equipment and storage rooms, and each containing seven apartments; seventh through twenty-seventh floors (there being no floor numbered thirteen) each containing thirteen apartments, and the twenty-eighth and twenty-ninth floors comprising nineteen two-level penthouses.

b. Other improvements. The condominium includes gardens and landscaping, exterior automobile parking space and other facilities and improvements located substantially as shown on the plans and which are part of the common elements.

3.6. Unit boundaries. Each apartment shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

a. Upper and lower boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

b. Perimetrical boundaries. The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structure and fixtures thereon.

(2) Interior building walls - the vertical planes of the center line of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line or an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

3.7. Common elements. The common elements include the land and all other parts of the condominium not within the apartment units, including corridors, elevators, stairways, laundry, trash, and storage rooms, automobile parking area, meter and machinery rooms, and lounge and other recreation areas. The Association shall have the power to determine the use to be made of the common elements from time to time, provided that no such use shall discriminate against an apartment owner. The Association may establish reasonable charges to be paid to the Association for the use of common areas not otherwise inconsistent with other provisions of the Declaration of Con-

4455602  
PAGE 105

dominium, the Articles of Incorporation or the Bylaws.

4. The units. There are 307 apartment units all of which are more particularly described and the rights and obligations of their owners established as follows:

4.1. Typical apartment plans. The apartments are located on floors designated 3 through 27 (there being no floor numbered 13) and the 28th floor is the lower level of two story penthouse apartments. The apartments are described generally below and by sketches attached marked Exhibits B-4 through H-18: (In the table below L = Living Room, D = Dining Room, K = Kitchen, BR = Bedroom, B = Bathroom and PR = Powder Room)

<u>Floor Level</u>	<u>Apartment</u>	<u>Containing</u>
3, 4	02, 14 . . . . .	L, D, K, 2BR, 2B, 2 Balconies
	04, 06, 08, 10, 12 . . . . .	L, D, K, 1BR, 1B, 1 Balcony
5, 6	02, 14 . . . . .	L, D, K, 2BR, 2B, 2 Balconies
	04, 06, 10, 12 . . . . .	L, D, K, 1BR, 1B, 1 Balcony
	08 . . . . .	L, D, K, 1BR, 1B, No Balcony
7, 11, 14, 16, 18, 20, 22, 24, 26	01, 02, 03, 07, 09, 11, 14 . . . . .	L, D, K, 2BR, 2B, 1 Balcony
	04, 05, 06, 10, 12 . . . . .	L, D, K, 1BR, 1B, 1 Balcony
	08 . . . . .	L, D, K, 1BR, 1B, No Balcony
8	01, 11 . . . . .	L, D, K, 2BR, 2B, 2 Balconies
	02, 03, 07, 09, 14 . . . . .	L, D, K, 2BR, 2B, 1 Balcony
	04, 05, 06, 08, 10, 12 . . . . .	L, D, K, 1BR, 1B, 1 Balcony
9, 10, 15, 17, 21, 23, 27	01, 02, 03, 07, 09, 11, 14 . . . . .	L, D, K, 2BR, 2B, 1 Balcony
	04, 05, 06, 08, 10, 12 . . . . .	L, D, K, 1BR, 1B, 1 Balcony
12, 19, 25	01, 02, 11, 14 . . . . .	L, D, K, 2BR, 2B, 2 Balconies
	03, 07, 09 . . . . .	L, D, K, 2BR, 2B, 1 Balcony
	04, 05, 06, 08, 10, 12 . . . . .	L, D, K, 1BR, 1B, 1 Balcony
Penthouse	1, 2, 3, 4, 18, 19, 20, 21 . . . . .	L, D, K, PR, 1 Balcony on lower level, 2BR, 2B, 1 Balcony on upper level, except 1, 2, 3 & 4 have no Balcony on upper level
	5, 7, 9, 11, 15, 17, 22, 23 . . . . .	L, D, K, PR, 1 Balcony on lower level, 1BR, 1B, 1 Balcony on upper level
	8 . . . . .	L, D, K, 1BR, 1B, PR, 1 Balcony on lower level, 2BR, 2B, 2 Balconies on upper level
	12 . . . . .	L, D, K, 1BR, PR, 1 Balcony on lower level, 2BR, 2B, 1 Balcony on upper level
	16 . . . . .	L, D, K, 1BR, 1B, PR, 1 Balcony on lower level, 2BR, 2B, 2 Balconies on upper level

4.2. Apartment numbers. Apartments (except penthouses) are identified by using the numerical number of the floor upon which the apartment is located, i.e., 3-12 and 14-27, followed by two digits showing the number of the apartment on the floor. The apartments on the South side of the building are even numbered commencing with 02 on the East and the apartments on the North side of the building are odd numbered commencing with 01 on the East. The penthouse apartments are identified by using the letters PR followed by a number designating the penthouse. The penthouses on the South side of the building are even numbered commencing with number 2 on the East (there being no penthouses 6, 10 and 14), and the penthouses on the North side of the building are odd numbered commencing with penthouse 1 on the East (there being no penthouse 13).

4.3. Appurtenances to apartments. The owner of each apartment shall

411 5602 PAGE 106

own a share and certain interests in the condominium property which are appurtenant to his apartment, including but not limited to the following items, which are appurtenant to the several apartment units as indicated:

a. Common elements and common surplus. The undivided share in the land and other common elements and in the common surplus which is appurtenant to each owner's apartment is as follows:

All 1 bedroom apartments, except penthouses	.0022	each x 138	= .3036
All 2 bedroom apartments, except penthouses, and all 1 bedroom penthouses	.0040	each x 158	= .6320
All 2 bedroom penthouses	.00505	each x 8	= .0404
All 3 bedroom penthouses	.0080	each x 3	= .0240
		TOTAL	1.0000

b. Automobile parking. The common elements include parking areas for automobiles of the apartment unit owners. These areas will be initially laid out by the Developer and may be changed from time to time by Developer or by the Association. The right to use one parking space shall be an appurtenance to each apartment except that there shall be appurtenant to each 3 bedroom penthouse the right to use two parking spaces. In addition to such one parking space, unit owners may have purchased, at the time of purchase of their unit from Developer, the right to use an additional parking space. As to such additional parking spaces, a unit owner may only: (i) transfer the right to use such additional parking space to a purchaser, lessee, donee, or legatee (or heir at law) of his unit, (ii) transfer the right to use such additional parking space to another unit owner, or (iii) relinquish the right to use such additional parking space to the Association. The original assignment of such spaces will be made by the Developer, and Developer reserves the right to assign or reassign all parking spaces if such assignment or reassignment becomes necessary. Subsequent use and assignment of parking space will be pursuant to regulations of the Association; provided that no change in the designation of parking spaces shall be made for the benefit of an apartment owner which discriminates against another apartment owner without the latter's consent.

c. Storage lockers. One storage locker in the resident storage rooms will be assigned for the exclusive use of the occupants of each apartment who will be entitled to use such storage without charge.

d. Association membership. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

4.4. Liability for common expenses. Each apartment owner shall be liable for a proportionate share of the common expenses. Such share shall be in the same percentage as the undivided share in common elements appurtenant to his apartment; provided, however, the common expenses attributable to the rent on the leasehold property and to the expenses of operation, maintenance, repair or replacement of or on the leasehold property shall not be so shared, but rather such rent and expenses shall be shared equally by all apartment owners.

4.5. Lessor's Lien on Condominium Parcel. The Lessor under that certain ninety-nine year lease, a copy of which is attached hereto as Exhibit F, shall have a lien on each condominium parcel for any unpaid portion of any assessment made by the Association for the purpose of permitting the Association to pay rental and taxes on the property subject to said ninety-nine year lease. Said lien shall also secure reasonable attorneys' fees incurred by the lessor incident to the collection of such unpaid portion or enforcement of such lien. Said lien shall be effective from and after the time of recording in the public records of Broward County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall include only the unpaid portion of assessments which are due and payable to the lessor when the claim of lien is recorded. Upon full payment the owner and the Association shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time

11-5662 REC-107

of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. Such liens may be foreclosed by suit brought in the name of the Lessor in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the apartment owner shall be required to pay a reasonable rental for the condominium parcel, and the Lessor shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid portion of assessments may be maintained without waiving the lien securing the same. The provisions of this subparagraph shall be construed as a covenant in favor of the Lessor, its successors and assigns, and may be enforced by it against the Association and each condominium parcel owner, their heirs, successors, representatives and assigns.

5. Maintenance, alteration and improvement. Responsibility for the maintenance of the condominium property and restrictions upon its alteration and its improvement shall be as follows:

5.1. Apartments.

a. By the Association. The Association shall maintain, repair, and replace at the Association's expense:

(1) All boundary walls of an apartment, except interior surfaces, and all portions of an apartment contributing to the support of the apartment building, which portions to be maintained shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior, boundary walls of apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls;

(2) Balconies.

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment in which they are contained; and

(4) All incidental damages caused to an apartment by such work shall be repaired promptly at the expense of the Association.

b. By the apartment owner. The responsibility of the apartment owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(2) The portions of a unit to be maintained, repaired and replaced by the unit owner at his expense shall include but not be limited to the following items: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, whether or not such items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; inside paint and other inside wall finishes. Mechanical equipment and the installation of such equipment shall be such that its operation will not cause annoyance to the occupants of other units.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building. The balconies adjoining the apartments shall be considered to be included in this restriction.

(4) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

c. Alteration and improvement. Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any

44-5602 sub 108

alteration in the portions of an apartment that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the board of directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

5.2. Common elements.

a. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense. The Association shall also maintain all areas leased to it for recreational or other purposes whether the same are condominium units or are contiguous to the condominium property or not or whether Association retains said lease in its own name or subleases undivided percentages to the apartment owners in the condominium.

b. Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the common elements or acquisition of additional common elements without prior approval in writing by the record owners of not less than 75% of the common elements except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work or acquisition shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement or acquisition, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements, nor in his share of common expense, whether or not the apartment owner contributes to the cost of such alteration, improvement, or acquisition.

c. Land acquired by the Association may be added to the land submitted to condominium hereby. This may be done by an amendment of this Declaration that includes the description of the acquired land and submits the said land to condominium under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the apartment owners in the manner elsewhere required. Such an amendment, when recorded in the Public Records of Broward County, Florida, shall divest the Association of title to the land and shall state that it conveys all interest of the Association to and vests the title in the apartment owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements appurtenant to the apartment units owned by them.

d. Any land acquired by the Association that is not incorporated into the land by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the record owners of not less than 75% of the common elements.

This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such land.

e. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

6. Assessments. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

6.1. Share of common expense. Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the

411 5662 REC 109

common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartments owned by him; provided, however, the common expenses attributable to the rent on the leasehold property and to the expenses of operation, maintenance, repair or replacement of or on the leasehold property shall not be so shared, but rather such rent and expenses shall be shared equally by all apartment owners. The common expenses shall include but not be limited to the expenses of operation, maintenance, repair or replacement of the common elements and of the leasehold property, the rent on the leasehold property, costs of carrying out the powers and duties of the Association and other expenses designated as common expense by this Declaration or by the Bylaws of the Association.

6.2. Interest; application of payments. Assessments and installments on such assessments paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of 10% per annum, or at such rate of interest as may be set by the board of directors of the Association from time to time, from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

6.3. Lien for assessments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

6.4. Rental pending foreclosure. In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

7. Association. The operation of the condominium shall be by Pompano Beach Club Condominium Association, Inc., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit D.

7.2. The Bylaws of the Association shall be the bylaws of the condominium, a copy of which is attached as Exhibit E.

7.3. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4. Restraint upon assignment of shares in assets. The share of an apartment owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

7.5. Approval or disapproval of matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

7.6. Roster of unit owners and mortgagees.

a. Unit owners. The Association shall maintain a roster of unit owners from the evidence of change of ownership furnished to the Association, which roster shall include the mailing addresses of unit owners which shall be furnished by them from time to time.

b. Mortgagees. The Association shall maintain a roster which shall contain the name and address of each owner and holder of a mortgage upon a unit in the condominium of which notice is given to the Association. Such notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee, which term

PH 5602  
PAGE 110

when used in this Declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a certified copy of a recorded release, or satisfaction of the mortgage. Notice of such removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

7.7. Voting rights. Members of the Association shall be entitled to one vote for each apartment owned by them. Voting rights shall be exercised in the manner provided by the Bylaws of the Association.

7.8. The Association shall have the power and authority to enter into long term leases for recreational facilities and other purposes.

8. Insurance. The insurance other than title insurance which shall be carried on the condominium property and the property of the unit owners shall be governed by the following provisions:

8.1. Purchase; named insured.

(a) Purchase. All insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

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

(c) Named insured. The named insured shall be the Association individually and as agent for the unit owners without naming them, and shall include the mortgagees of units which are listed in the roster of mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

(d) Copies to Mortgagees. One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee included in the mortgagee roster. Such copies shall be furnished not less than ten days prior to the beginning of the term of the policy or not less than ten days prior to the expiration of each preceding policy which is being renewed or replaced, whichever date shall first occur.

8.2. Coverage.

(a) Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the board of directors of the Association, but subject to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such 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 on the land, including, but not limited to, vandalism and malicious mischief.

REF 5602 PAGE 111

The policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, whether or not such items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; inside paint and other inside wall finishes.

(b) Public liability in such amounts and with such coverage as shall be required by the board of directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

(c) Workmens compensation policy to meet the requirements of law.

(d) Such other insurance as the board of directors of the Association shall determine from time to time to be desirable.

8.3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against that owner. Not less than ten days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

8.4. Insurance Trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be designated as Insurance Trustee by the board of directors of the Association, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Unit Owners. An undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(b) Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

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

(a) Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their

11:5602 PAGE 112



mortgagees being payable jointly to them.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

(d) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the unit owners and their respective shares of the distribution.

8.6. 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 to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.7. Benefit of Mortgagees. Certain provisions in this §8 entitled "Insurance" are for the benefit of mortgagees of condominium parcels, and all of such provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

9. Reconstruction or repair after casualty; eminent domain.

9.1. Determination to reconstruct or repair. 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:

(a) Lesser damage. If units to which 50% of the common elements are appurtenant are found by the board of directors of the Association to be tenable after the casualty, the damaged property shall be reconstructed or repaired.

(b) Major damage. If units to which more than 50% of the common elements are appurtenant are found by the board of directors to be not tenable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(1) Immediately after the casualty the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(2) Immediately after the determination of the amount of insurance proceeds the Association shall give notice to all unit owners of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. Such notice shall call a meeting of unit owners to be held within 30 days from the mailing of such notice. If the reconstruction and repair is approved at such meeting by the owners of 75% of the common elements, the damaged property will be reconstructed or repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided. Such approval may be expressed by vote or in writing filed with the Association at or prior to the meeting. The expense of such determination shall be assessed against all unit owners in proportion to their shares in the common elements.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

9.2. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the board of directors of the Association and by the owners of not less than 75% of the common elements, including the owners of all units the plans for which are to be altered, which approvals shall not be unreasonably withheld.

RE 5602 REC 113

9.3. Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property.

9.4. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during such reconstruction and repair, or upon completion of such reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the owners' shares in the common elements.

9.5. Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the estimated cost of reconstruction and repair for which the Association is responsible is more than \$10,000.00, the sums paid upon assessments to defray such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair by the Association is less than \$10,000.00, the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, such funds shall be disbursed in the manner hereafter provided for the construction and repair of major damage if the damaged property includes structural parts of the building, or if requested by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair by the Association is more than \$10,000.00, the construction fund shall be disbursed in payment of such costs in the manner required by the board of directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement as to such unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund and in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by

REF 5602 PAGE 114

the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement to be made from the construction fund nor to determine the payee nor 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 that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required by this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner; and further provided that under the following circumstances the approval of an architect named by Association shall be first obtained by Association upon disbursements in payment of costs of reconstruction and repair:

(i) When the report describing the loss, which shall be required by the Insurance Trustee from Association, shows that the damage to property includes structural parts of the building.

(ii) Upon request of Association, or request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund.

(iii) When the report of loss made by Association to Insurance Trustee shows that the estimated costs of construction and repair are in excess of \$10,000.00.

9.6. Eminent domain. The taking of a portion of a unit or of the common elements by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the board of directors of the Association a special assessment shall be made against a defaulting unit owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such owner. The proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds except that when the condominium is not to be terminated and one or more units are taken in part, the taking shall have the following effects:

(a) Unit reduced but tenable. If the taking reduces the size of a unit and the remaining portion of the unit can be made tenable, the award for the taking of a portion of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

(1) The unit shall be made tenable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit.

(2) The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit included in the mortgagee roster, the remittance being payable jointly to the owner and mortgagees.

(3) If there is a balance of the award distributed to the unit owner or mortgagees, the share in the common elements appurtenant to the unit shall be equitably reduced. This shall be done by reducing such share in the proportion by which the floor area of the unit is reduced by the taking, and then recomputing the shares of all unit owners in the common elements as percentages of the total of their shares as reduced by the taking.

(b) Unit made untenable. If the taking destroys or so reduces the size of a unit that it cannot be made tenable, the award for the taking of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

(1) The market value of such a unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee

HR 5602 REC 115

of the unit included in the mortgagee roster, the remittance being payable jointly to the owner and mortgagees.

(2) The remaining portion of such unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the unit owners in the manner approved by the board of directors; provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the common elements.

(3) The shares in the common elements appurtenant to the units which continue as a part of the condominium shall be equitably adjusted to distribute the ownership of the common elements among the reduced number of owners. This shall be done by recomputing the shares of such continuing owners in the common elements as percentages of the total of the shares of such owners as they exist prior to the adjustment.

(4) If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required for such purposes shall be raised by assessments against all of the unit owners who will continue as owners of units after the changes in the condominium effected by the taking. Such assessments shall be made in proportion to the shares of such owners in the common elements after the changes effected by the taking.

(c) Arbitration. If the market value of a unit prior to the taking cannot be determined by agreement between the unit owner and mortgagees of the apartment included in the mortgagee roster and the Association within 30 days after notice by either party, such values shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all unit owners in proportion to the shares of the owners in the common elements as they exist prior to the changes effected by the taking.

(d) Amendment of Declaration. The changes in units, in the common elements and in the ownership of the common elements which are effected by eminent domain shall be evidenced by an amendment of declaration of condominium which need be approved only by a majority of all directors of the Association.

10. Use restrictions. The use of the property of the condominium shall be in accordance with the following provisions so long as the condominium exists and the apartment building in useful condition exists upon the land:

10.1. Apartments. Each of the apartments shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby.

10.2. Common elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartment by the occupants.

10.3. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements which will increase the rate of insurance upon the condominium property.

MF 5632 REC 116

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

10.5. Leasing. After approval by the Association elsewhere required, entire apartments may be rented, provided the occupancy is only by the Lessee, his family, servants or guests. No rooms may be rented, no parking spaces may be rented, except as an appurtenance to an apartment or to another apartment owner, and no transient tenants shall be accommodated.

10.6. Signs. No signs shall be displayed from an apartment or on common property except such signs as shall have advance written approval by the Developer or the Association.

10.7. Regulations. Reasonable regulations concerning the use and appearance of the condominium property and the leased recreational facilities may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

10.8. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas without charge as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

11.1. Transfer subject to approval.

a. Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association except to an apartment owner.

b. Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association except to an apartment owner.

c. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

d. Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

e. Other transfers. If any apartment owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

11.2. Approval by Association. The approval of the Association which is required for the transfer of ownership of apartments shall be obtained in the following manner:

a. Notice to Association.

445692 PAGE 117

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

(3) Gift; devise; inheritance; other transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure to give notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(5) Costs. The owner who is required to give notice to the Association of a transfer of an apartment shall pay a reasonable fee to the Association in an amount determined by the regulations to cover the costs incident to the determination of approval. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be assessed against the unit owner liable for the payment.

b. Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, which at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Broward County, Florida, at the expense of the lessee.

(3) Gift, devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, not approved by the Association, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the apartment owner and shall be recorded in the public records of Broward County, Florida, at the expense of the apartment owner.

c. Approval of corporate owner, purchaser or lessee. Inasmuch as the condominium may be used only for residential purposes and a corpora-

11-5692  
PAGE 11B

tion cannot occupy an apartment for such use, if the apartment owner, or purchaser, or lessee, of an apartment is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the apartment be also approved by the Association, and such approval shall not be arbitrarily withheld.

11.3. Disapproval by the Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed of in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within 30 days after receipt of such notice and information the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and 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 purchaser.

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

(3) The sale shall be closed within thirty days after the delivery or mailing of said agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A Certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transactions shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided which shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

b. Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

c. Gifts; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty days from the delivery or mailing of such agreement. In the absence of such agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and 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 ex-

0115602 MAR 119

pense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

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

(4) A Certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of approval as elsewhere provided, which shall be recorded in the public records of Broward County, Florida, at the expense of apartment owner.

11.4. Mortgage. No apartment owner may mortgage his apartment nor any interest therein without approval of the Association except to a bank, life insurance company or a federal savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association, but such approval may not be arbitrarily withheld.

11.5. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

11.6. Unauthorized transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12. Compliance and default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of an apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act.

12.1. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

12.2. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, Bylaws or the Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

12.3. No waiver of rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the

44-5602 MAR 120



Bylaws or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

13. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

13.2. Resolution of adoption. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. not less than seventy-five per cent (75%) of the votes of the entire membership of the board of directors and by not less than seventy-five per cent (75%) of the votes of the entire membership of the Association; or

b. not less than eighty per cent (80%) of the votes of the entire membership of the Association;

c. until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

13.3. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor decrease the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment and all record owners of liens thereon shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance," nor in the section entitled "Reconstruction or Repair After Casualty," nor in paragraph 11.5 entitled "Exceptions," nor in this "Proviso" paragraph 13.3, unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

13.4. Execution and recording. A copy of each amendment shall be attached to a Certificate certifying that the amendment was duly adopted, which Certificate shall be executed by the officers of the Association with all the formalities of a deed. The amendment shall be effective when such Certificate and a copy of the amendment are recorded in the public records of Broward County, Florida.

14. Termination. The condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

14.1. Destruction. In the event it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

14.2. Agreement. The condominium may be terminated by the approval in writing of all of the record owners of the apartments therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the sixtieth day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

11-5632 PAGE 121

a. Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased the following instruments:

(1) A certificate executed by the president and secretary of the Association certifying that the option to purchase units owned by owners not approving termination has been exercised as to all of such units. Such certificate shall state the names of the unit owners exercising the option, the units owned by them and the units being purchased by each of them.

(2) An agreement to purchase upon the terms herein stated the unit of the owner receiving the notice, which agreement shall be signed by the purchasing unit owner.

b. Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within thirty days from the delivery or mailing of such agreement. In the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and 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, or upon terms approved by the seller and the Association.

d. Closing. The sale shall be closed within ten days following the determination of the sale price.

e. Termination. The closing of the purchase of all the units subject to such option shall effect a termination of the condominium without further act except the filing of the certificate hereafter required.

14.3. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Broward County, Florida.

14.4. Shares of owners after termination. After termination of the condominium unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

14.5. Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon apartments.

15. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

*[Signature]*  
*[Signature]*  
As to Developer

NEWPORT CORPORATION, a Delaware corporation (SEAL)

By: *[Signature]*

At test: *[Signature]*  
Sec'y - T. P. C.

1115652 REC 122

STATE OF FLORIDA )  
COUNTY OF BROWARD )

PERSONALLY APPEARED before me, the undersigned authority, George R. Prochaska and James W. Hall as President and Secretary-Treasurer respectively, of NEWPORT CORPORATION, a Delaware corporation, and they acknowledged to and before me that they executed the foregoing Declaration of Condominium as such officers of said corporation and that they affixed the official seal of the said corporation thereto and the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of December, 1973.

[Signature]  
Notary Public, State of Florida at Large

My commission expires: 2/17/77

[Stamp]

FIRST NATIONAL BANK OF MIAMI, as owner and holder of that certain mortgage dated December 16, 1971 and recorded in Official Records Book 4717, Page 847 of the Public Records of Broward County, Florida, joins herein for the purpose of consenting to the submission to condominium of the land described herein.

Dated this December 5, 1973.

Witnesses:

[Signature]  
[Signature]

FIRST NATIONAL BANK OF MIAMI

By: [Signature]  
Vice President

Attest: [Signature]  
CASHIER

STATE OF FLORIDA )  
COUNTY OF DADE )

PERSONALLY APPEARED before me, the undersigned authority, G. R. Bruce Walker, Jr. and L. Marshall Middleton as Vice President and Cashier of the FIRST NATIONAL BANK OF MIAMI, and they acknowledge to and before me that they executed the foregoing Declaration of Condominium.

WITNESS my hand and official seal in the County and State last aforesaid, this 5th day of December, 1973.

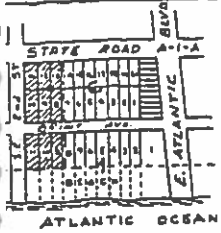
[Signature]  
Notary Public, State of Florida at Large

My commission expires: 1/29/75

[Stamp]

1115502 REC 123

WILTON DRIVE  
**WILLIAMS, HATFIELD AND STONER, INC.**  
 CIVIL ENGINEERS AND LAND SURVEYORS FT. LAUDEHDALE, FLORIDA



**DESCRIPTION OF CONDOMINIUM SITE**

Lots 8, 9, 10 and the South 17 Ft. of Lot 7, Block 6, Lots 11, 12, 13 and the South 17 Ft. of Lot 14, LESS the West 15 Ft. of said Lots 11 through 14, Block 6.  
 POMPAD BEACH  
 BLOUNT BROS REALTY CO'S SUBDIVISION  
 As recorded in Plat Book 2, page 43, of the Public Records of Broward County, Florida.

**DESCRIPTION OF RECREATION LEASE AREA**

Lots 9, 10, 11 and the South 22 Ft. of Lot 8, Block 11.  
 POMPAD BEACH  
 BLOUNT BROS REALTY CO'S SUBDIVISION  
 As recorded in Plat Book 2, page 43, of the Public Records of Broward County, Florida.

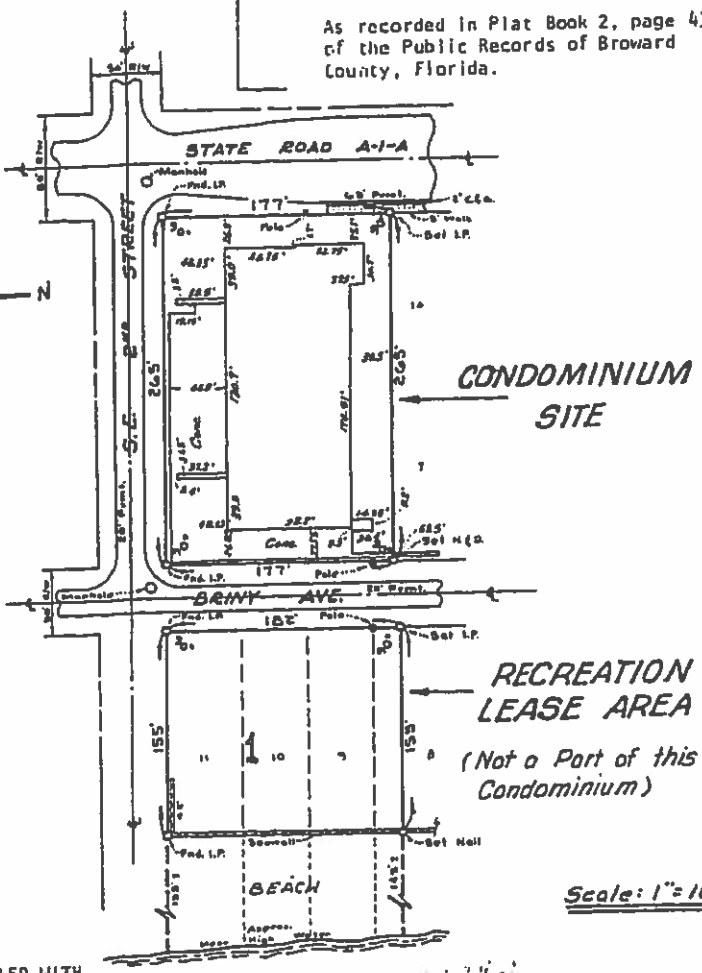


EXHIBIT A

Scale: 1"=100'

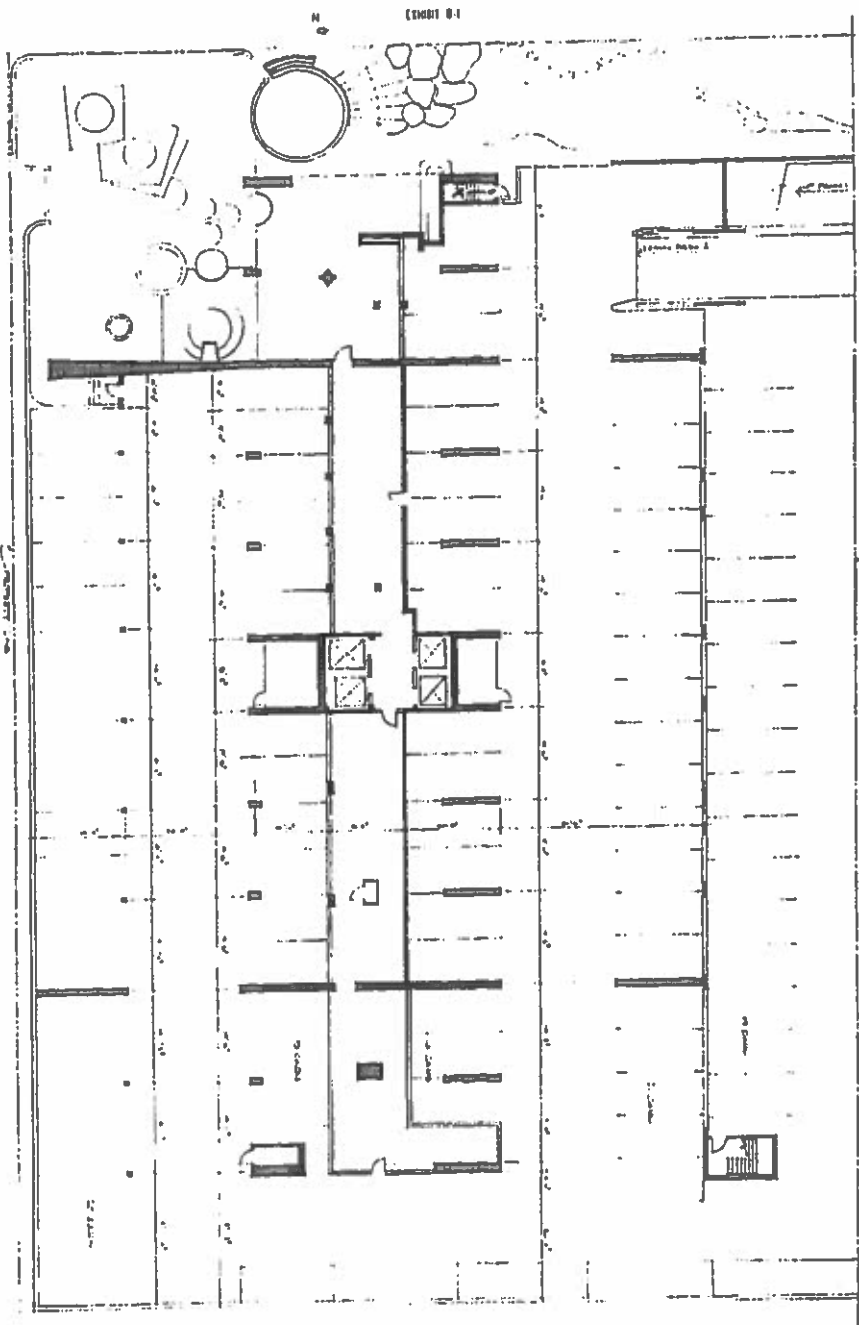
1115602 PAGE 124

NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

**CERTIFICATE**  
 I HEREBY CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND HAVE THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM REQUIREMENTS ADOPTED BY THE FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION.

DATE	BY	REGISTERED LAND SURVEYOR NO. 2162 STATE OF FLORIDA
11-27-73	BJS	
12-6-72	DFS	
DATE 12-21-71	DRAWN BY B.R.H.	CHECKED BY BJS
		FIELD BOOK 400-71

SECTION 6U-7828 A

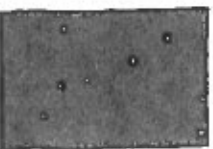
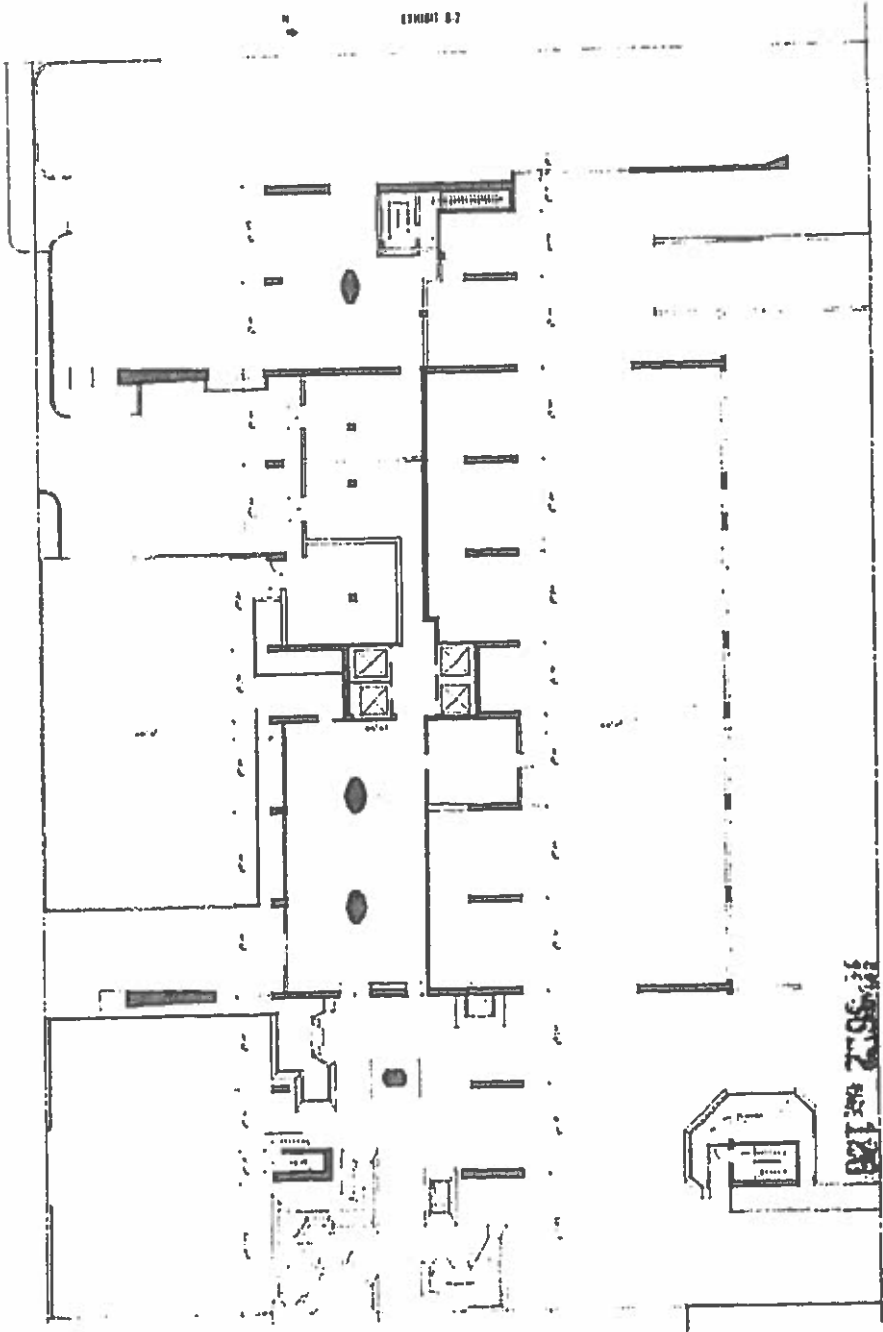


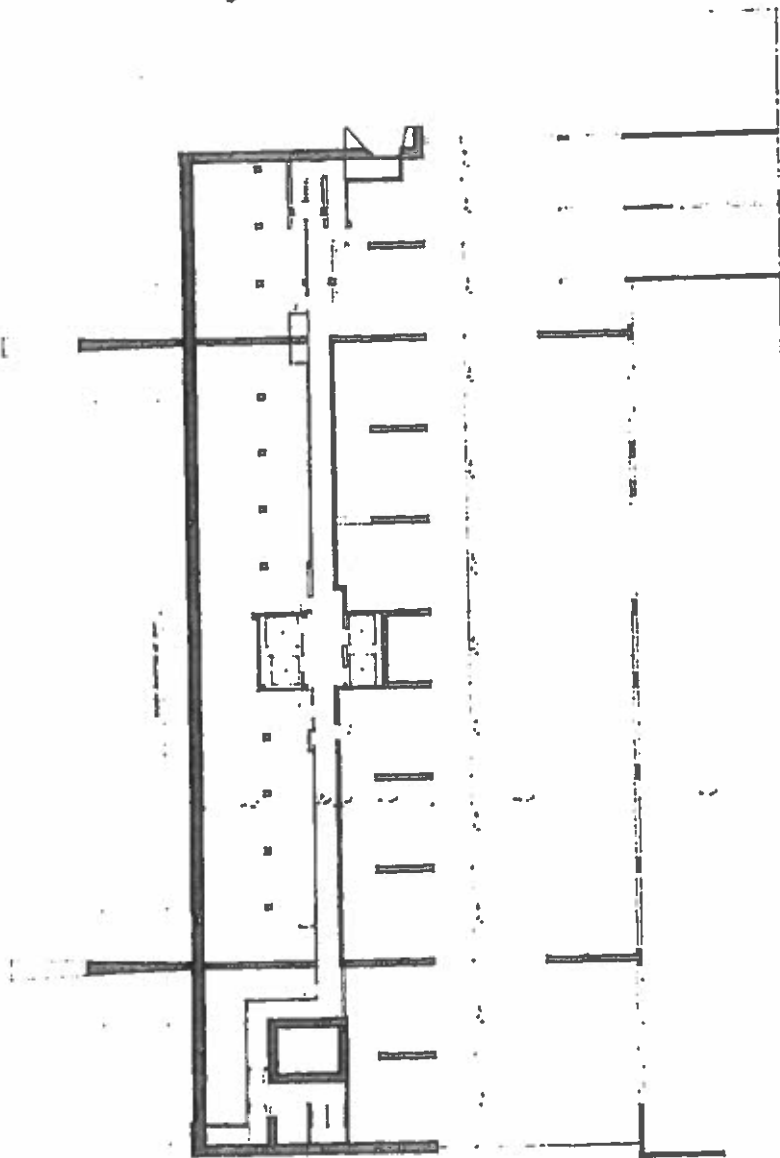
ME 5652 PAGE 125

EXHIBIT B-2

2nd FLOOR PLAN LEVEL 2/12/81

12/12/81



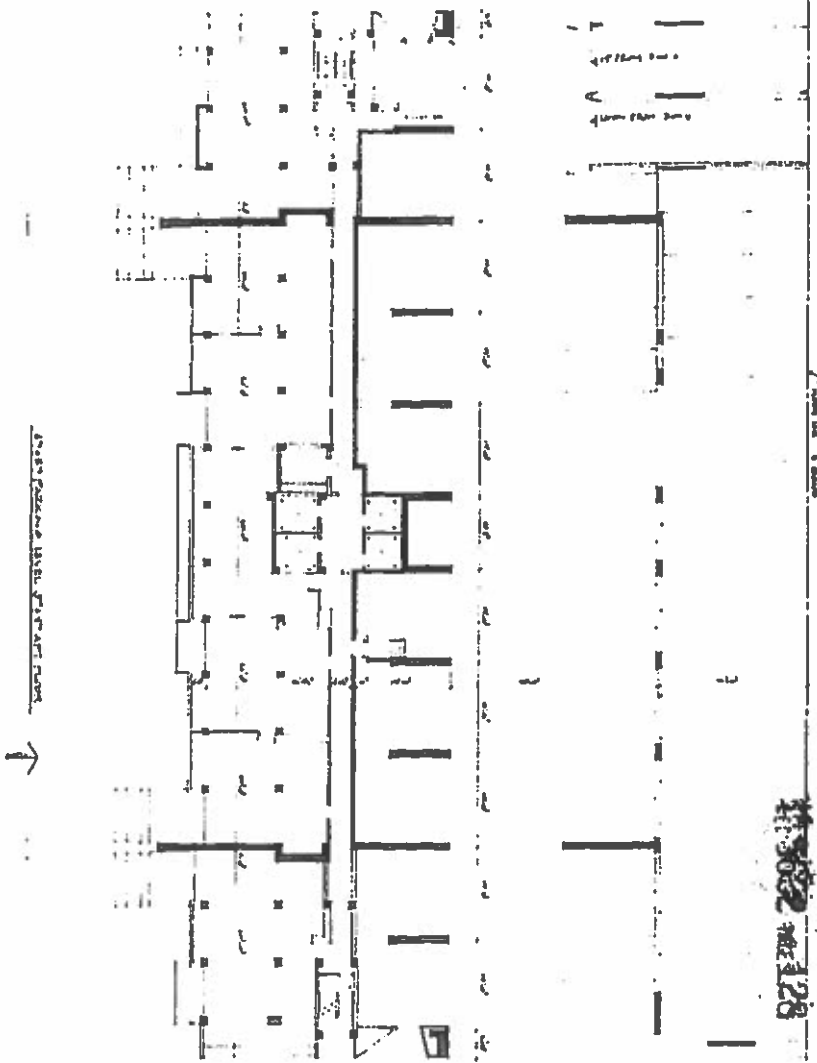


1-0-10123

SCALE 1/8" = 1'-0"

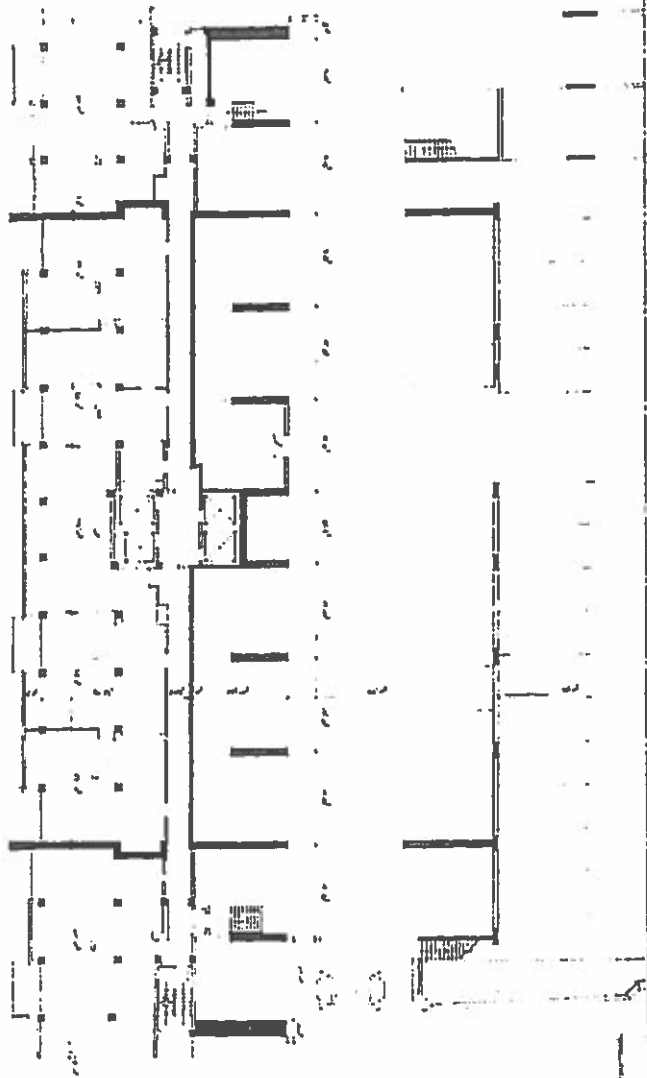
NO. 5002 129

FIGURE 3-4



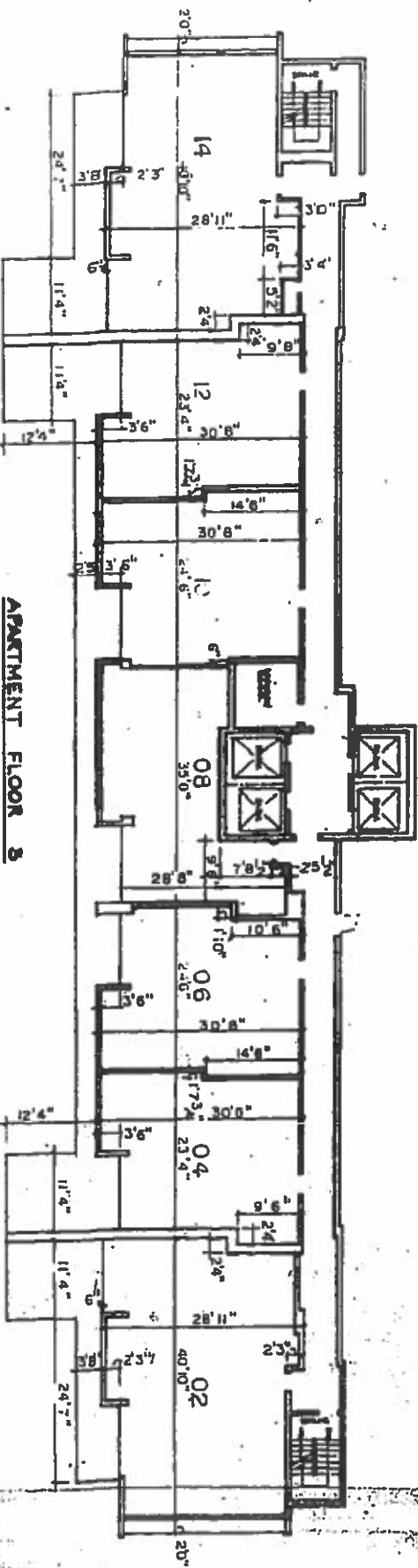


LEVEL 0-1



↑ NORTH

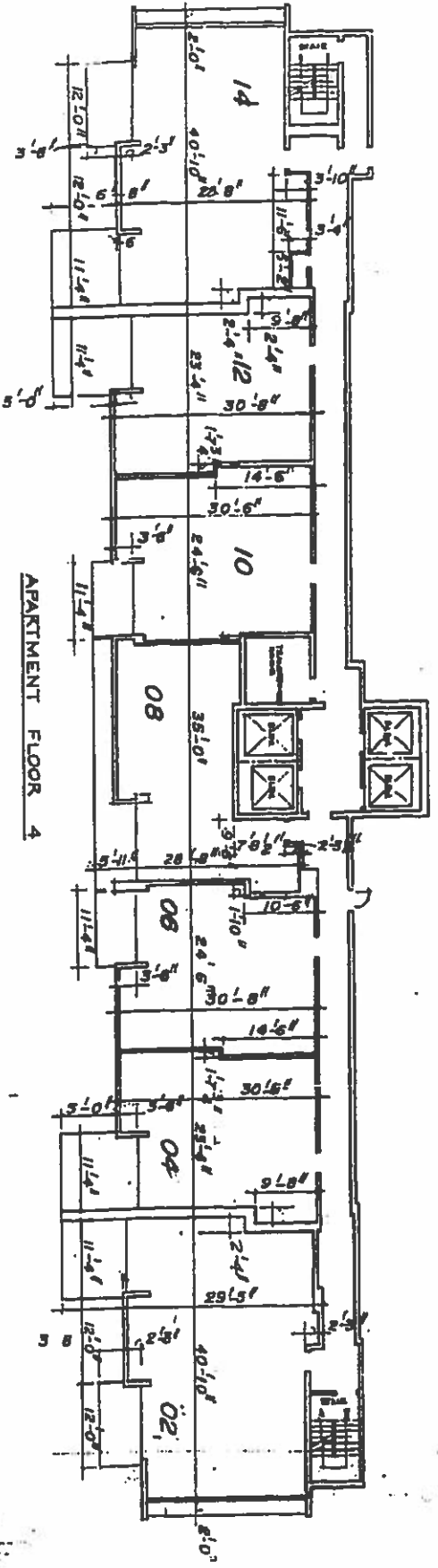
NY 5812 W-120



APARTMENT FLOOR 3

EXHIBIT B-6

5602 PAGE 130



APARTMENT FLOOR 4

Exhibit B-7

APARTMENT FLOOR 5

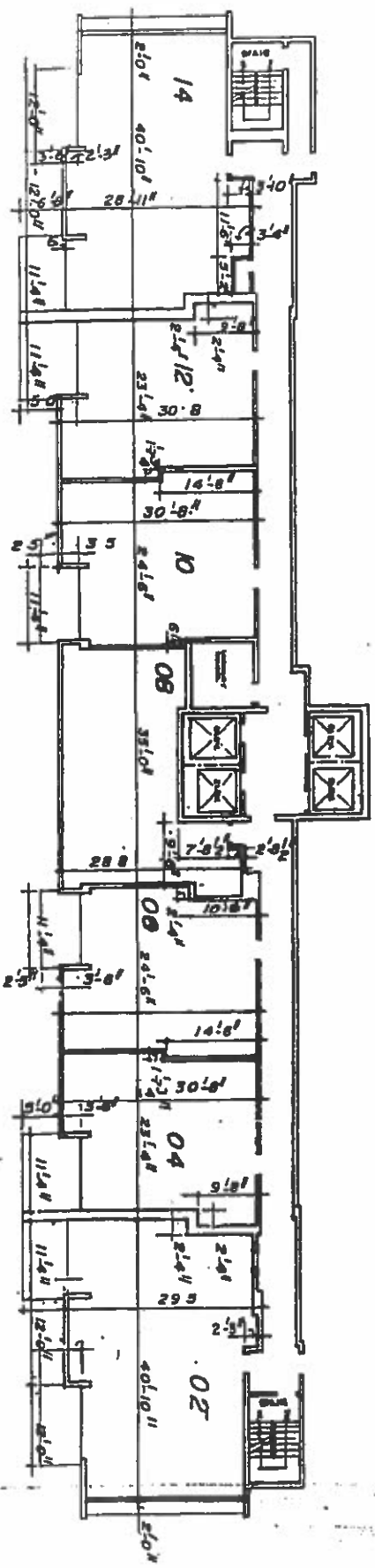
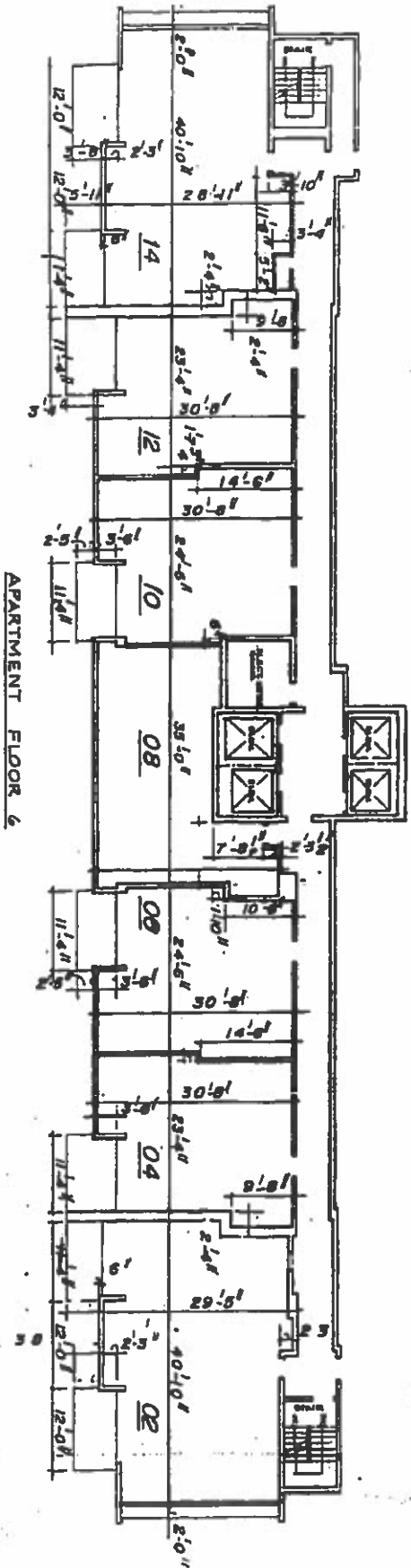
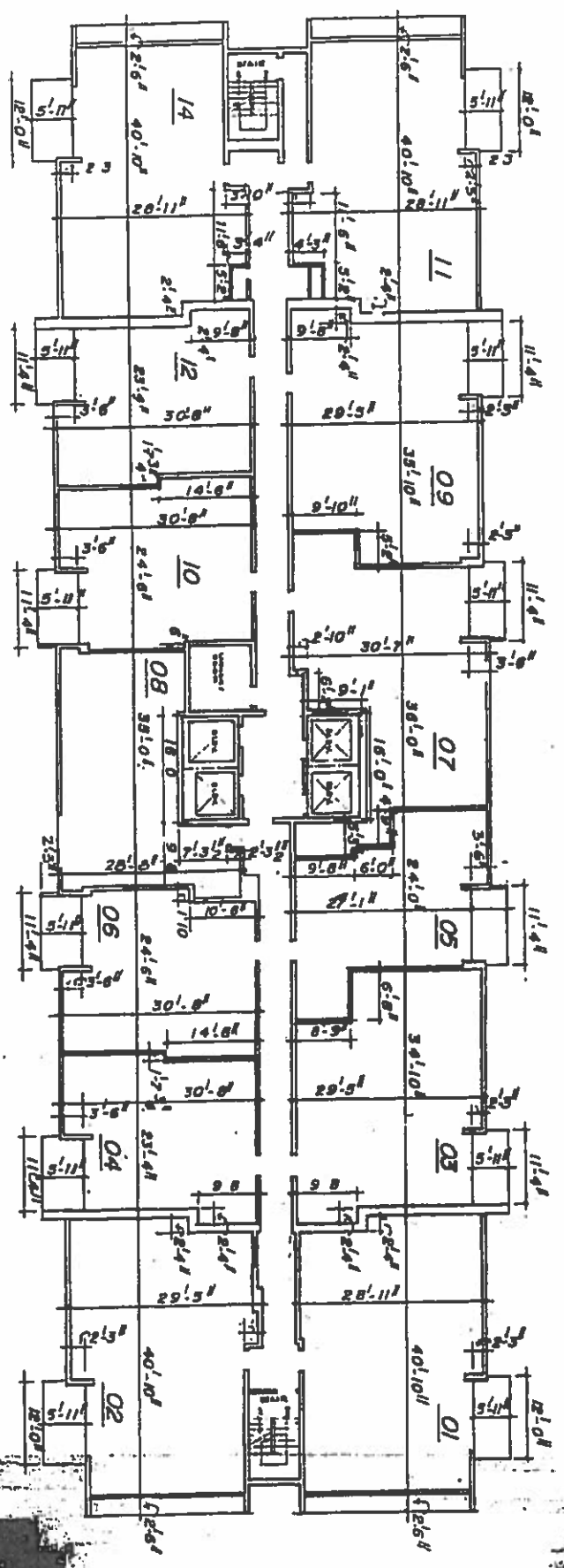


Exhibit B-8



91F 5602 PAGE 133

Exhibit B-9



APARTMENT FLOOR 7

Exhibit B-10

APARTMENT FLOOR B

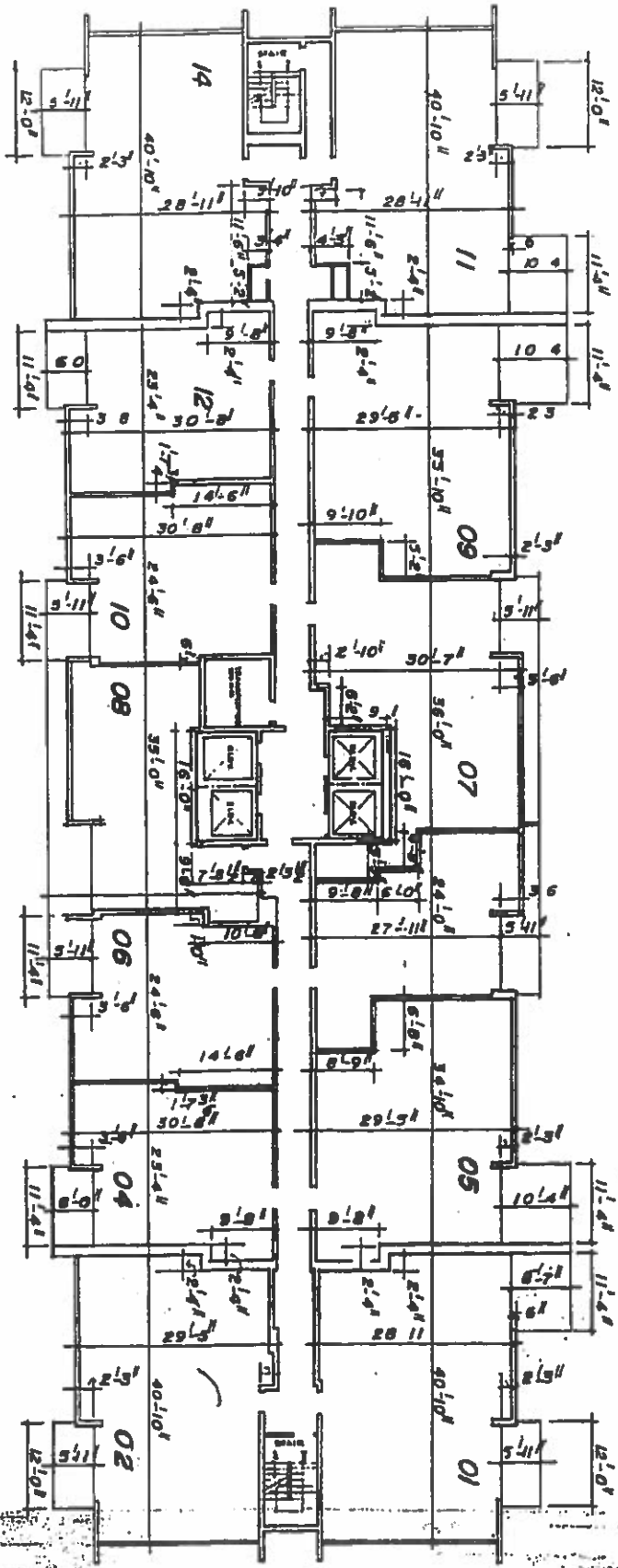


Exhibit B-11

APARTMENT FLOOR 9

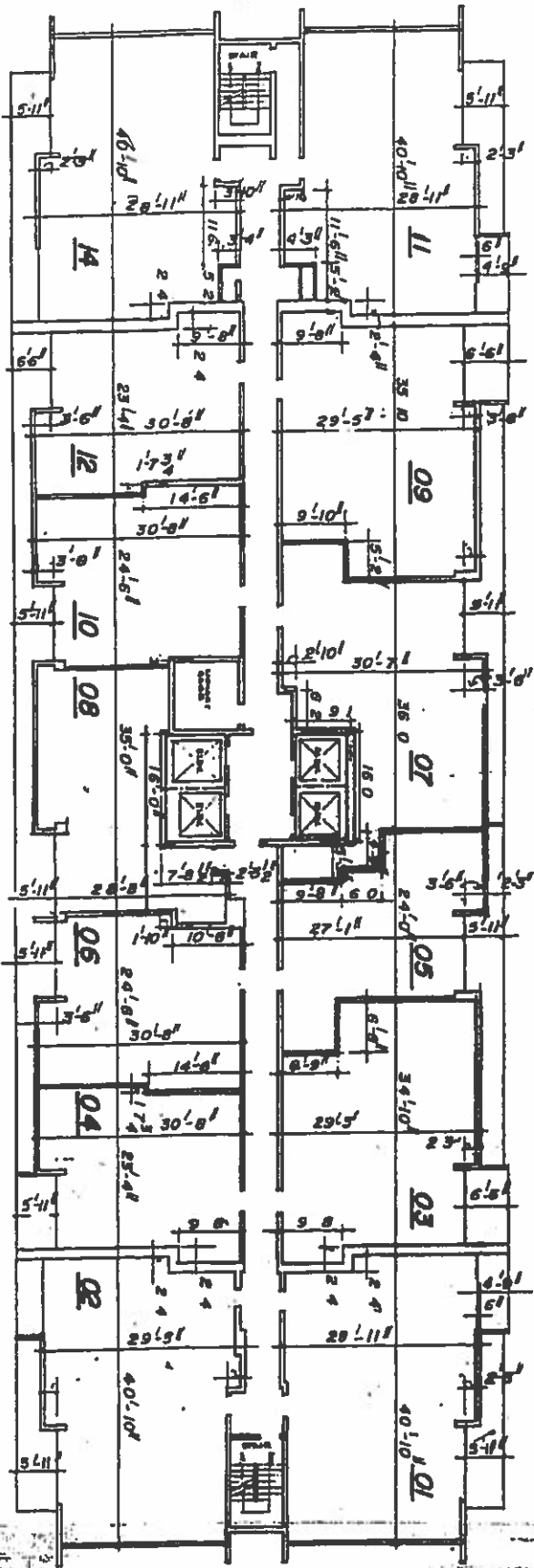
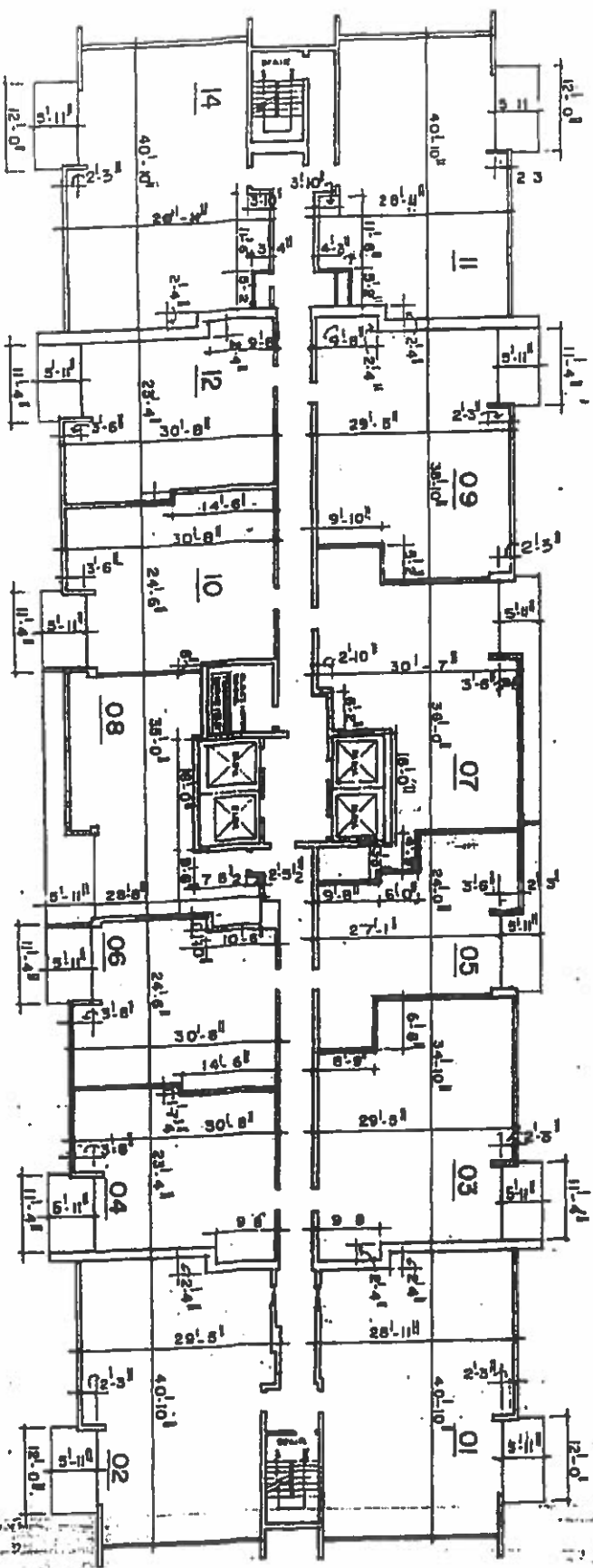


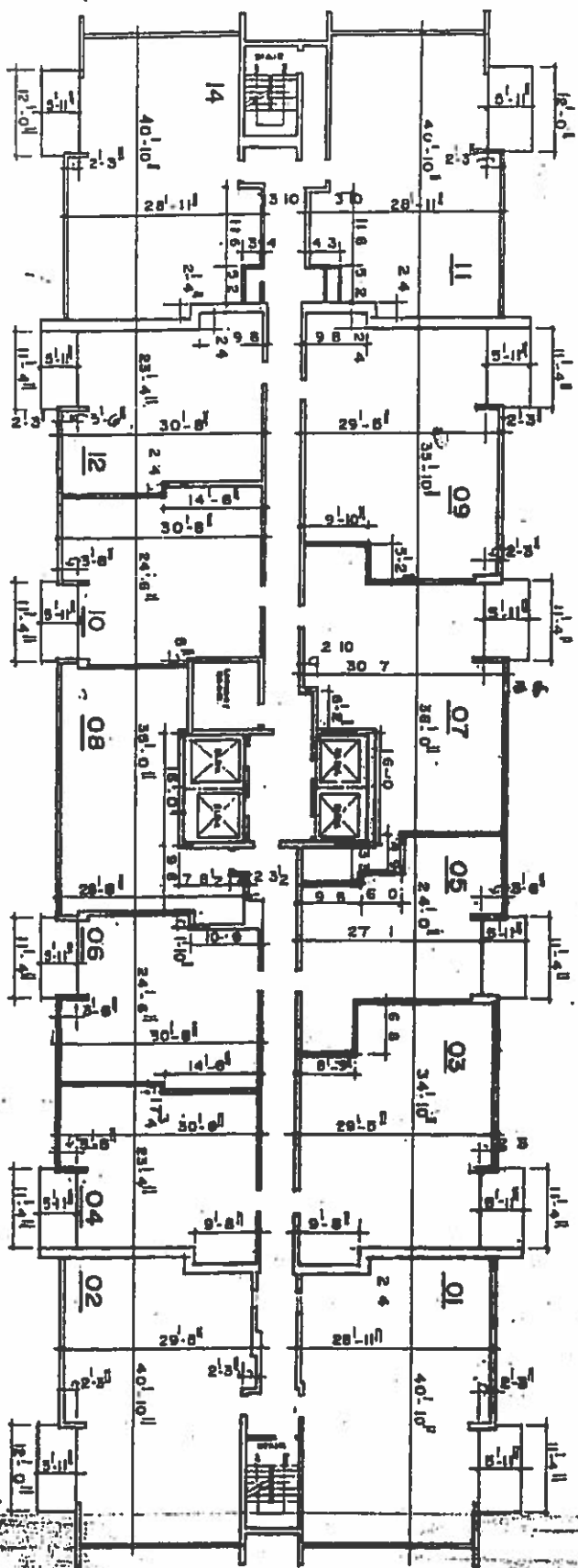
Exhibit B-12





APARTMENT FLOORS 10, 15, 17, 21, 25 & 27

Exhibit B-13

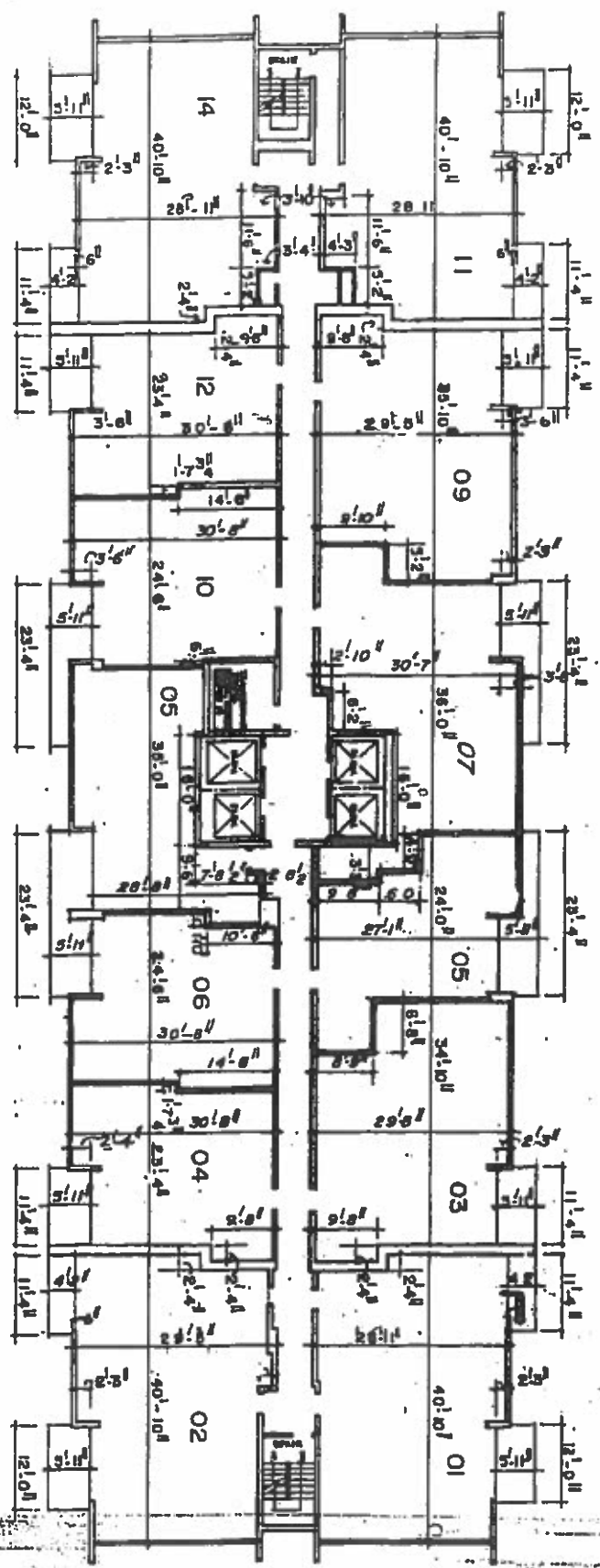


APARTMENT FLOORS 11,14,16,20,24 & 26

Exhibit B-14

ME 5602 PAGE 138

APARTMENT FLOOR PLANS



APARTMENT FLOORS 12, 14 & 25

Exhibit B-15

FF 5602 PAGE 139

APARTMENT FLOOR 16 & 22

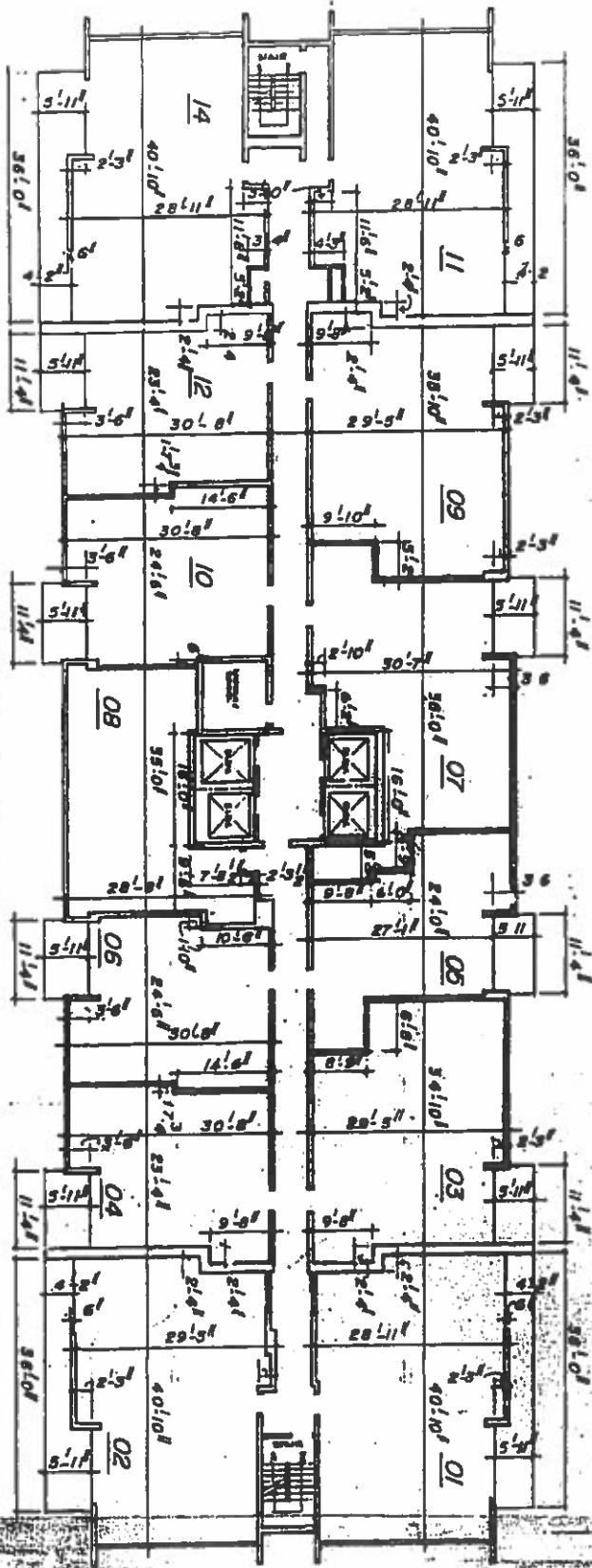
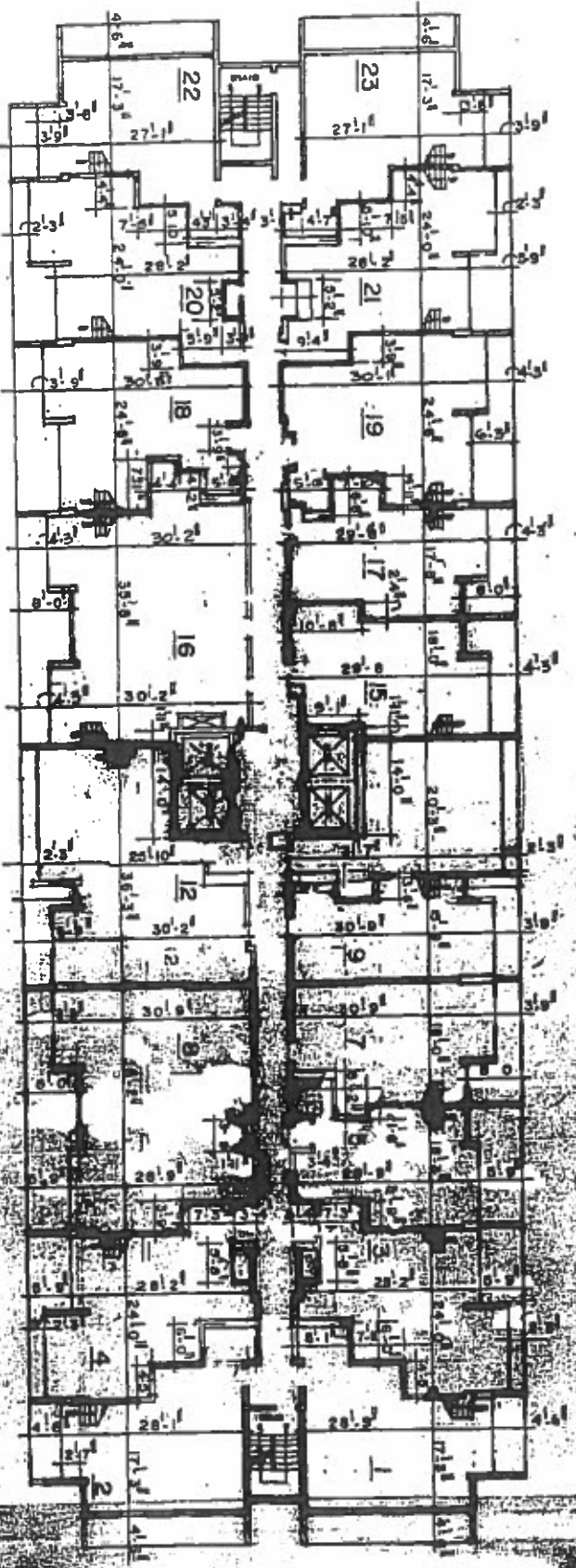


Exhibit B-16

5602 PAGE 140

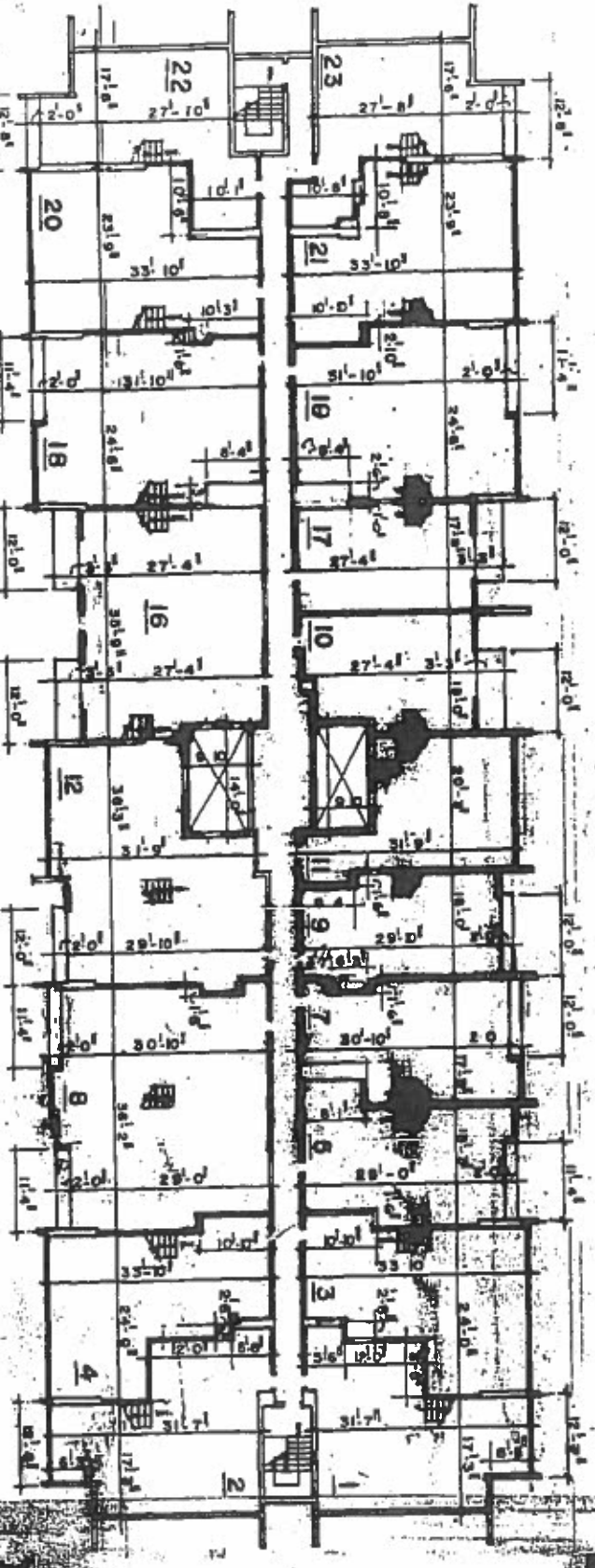


LOWER FLOOR PLAN

Exhibit B-17

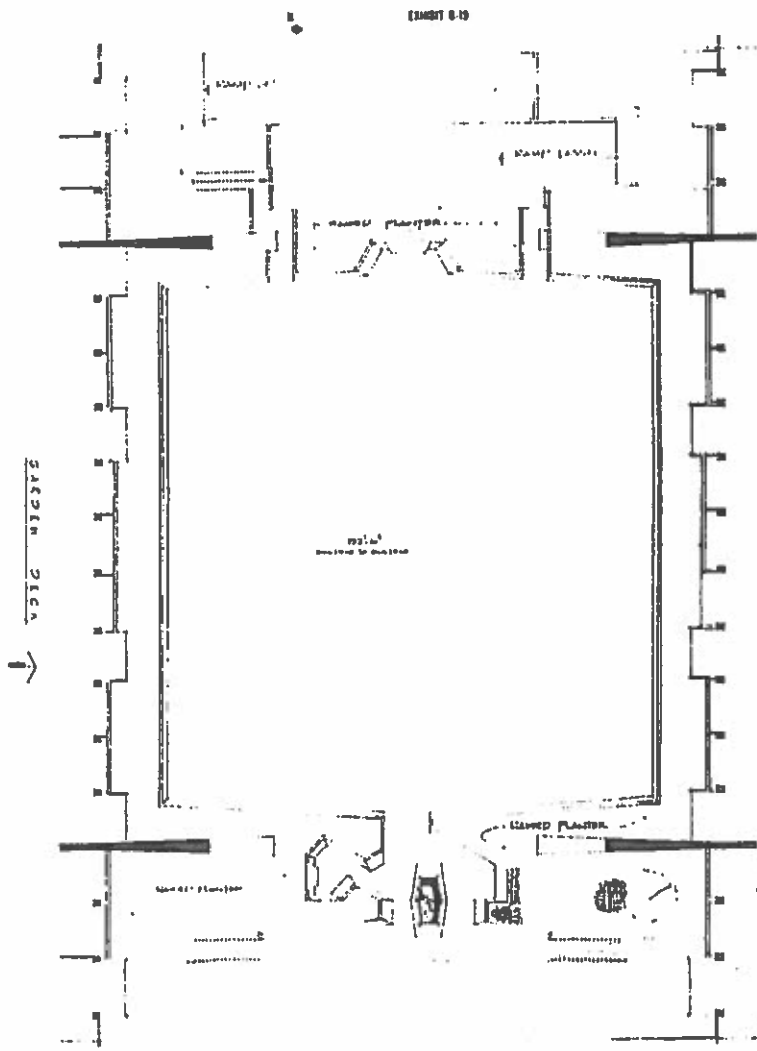
911 5602 PAGE 141

91F5602 PAGE 142



UPPER PENTHOUSE

*Exhibit B-18*



NY 5602 PAGE 143

ELEVATIONS

<u>Floor No.</u>		<u>Elevation</u>
1st	Parking level (lowest level)	4'
2nd	Parking level & main lobby	13' 11"
3rd	Parking level & storage	23' 10"
3	Apartment Floor	38' 2"
4		41' 8½"
5		50' 3"
6		58' 9½"
7		67' 4"
8		75' 10½"
9		84' 5"
9		92' 11½"
10		101' 6"
11		110' ½"
12		118' 7"
14		127' 1½"
15		135' 8"
16		144' 2½"
17		152' 9"
18		161' 3½"
19		169' 10"
20		178' 4½"
21		186' 11"
22		195' 3½"
23		204'
24		212' 6½"
25		221' 1"
26		229' 7½"
27		238' 2"
Lower Penthouse		246' 8½"
Upper Penthouse		255' 3"
Roof		

Note: The elevations are for the finish floor above mean sea level.



CERTIFICATE OF ARCHITECT

made this 2 day of January, 1974

I, RICHARD C. REILLY, certify as follows:

1. I am an architect authorized to practice in the State of Florida
2. This certificate is made as to POMPANO BEACH CLUB, a condominium located at 111 Briny Avenue, Pompano Beach, Florida, and in compliance with Section 711.08 (1)(c), Florida Statutes.
3. The following exhibits to the Declaration of Condominium,

Exhibit No.	Title
A	Survey and Plot Plan
B-1	1st Parking Level (lowest level)
B-2	2nd Parking Level & Main Lobby
B-3	3rd Parking Level & Storage
B-4	Apartment Floors 3 & 4, and 4th & 5th Parking Levels
B-5	Apartment Floors 5 & 6, and 6th Parking Level
B-6 through B-18	All Apartment Floor Plans
B-19	Garden Deck
B-20	Elevation
C	Architect's Certificate
D	Articles of Incorporation
E	Bylaws

assuming the correctness of Exhibit A, together with the wording of the Declaration, constitute a correct representation of the improvements of the condominium as it now exists, and there can be determined therefrom the identification, location, dimensions and size to the common elements and of each unit.

*Richard C. Reilly*  
RICHARD C. REILLY, Architect  
Certificate of Registration No. 2289  
State of Florida

Exhibit C

1115602  
PAGE 145

# STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

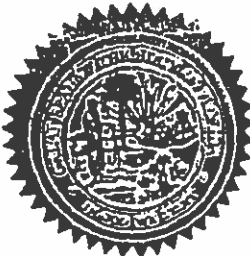
## CERTIFICATE OF INCORPORATION

OF

POMPANO BEACH CLUB ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 20th day of July, A.D., 1972, as shown by the records of this office.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 21st day of July, A.D., 19 72.



*Richard (Dick) Stone*

SECRETARY OF STATE

FORM 114  
JULY 72

Exhibit "D"

OFF 5602 PAGE 146

ARTICLES OF INCORPORATION  
OF  
POMPANO BEACH CLUB ASSOCIATION, INC.  
101 Briny Avenue  
Pompano Beach, Florida

FILED  
MAY 2 2 1972  
BROWARD COUNTY, FLORIDA

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I  
Name

The name of the corporation shall be POMPANO BEACH CLUB ASSOCIATION, INC., which corporation shall hereinafter be referred to as the Association.

ARTICLE II  
Purpose

The purpose for which the Association is organized is to provide an entity pursuant to Section 711.12 of the Florida Condominium Act, which is Chapter 711, Florida Statutes, for the operation of POMPANO BEACH CLUB, a condominium located in Broward County, Florida.

ARTICLE III  
Powers

The powers of the Association shall include, and shall be limited by, the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida which are not in conflict with the terms of these Articles.
2. The Association shall have all of the powers and duties set forth in the Florida Condominium Act except as limited by these Articles and The Pompano Beach Club Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the Condominium as set forth in said Declaration, including but not limited to the following:
  - (a) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Condominium.
  - (b) To use the proceeds of assessments in the exercise of its powers and duties.
  - (c) To buy or lease both real and personal property for condominium use.
  - (d) To undertake the maintenance, repair, replacement and operation of the condominium property, or property leased by the Association for condominium use.
  - (e) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.

REC 5602  
PAGE 147

(f) To reconstruct the condominium improvements after casualty and construct further improvements of the condominium property, as needed.

(g) To make reasonable rules and regulations respecting the use of the condominium property.

(h) To approve, or disapprove, the leasing and transfer of ownership of apartments as may be provided by the Declaration of Condominium and the Bylaws.

(i) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Bylaws of the Association and the rules and regulations for the use of the property in the condominium.

(j) To contract for the management of the condominium property, and recreational facilities, and to delegate such management duties to a qualified person, firm, or corporation, as to all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors of the membership of the Association.

(k) To contract for the management and operation of portions of the common elements susceptible to separate management and operation, and to lease the same.

(l) To employ personnel necessary to perform the services required for proper operation of the condominium.

3. All funds and the titles to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

4. The Association shall make no distribution of income to its members, directors or officers.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

#### ARTICLE IV Members

1. The members of the Association shall consist of all of the record owners of the apartment units in POMPANO BEACH CLUB, a Condominium, in Pompano Beach, Florida.

2. Transfer of membership in the Association shall be established by the recording in the public records of Broward County, Florida, a condominium deed or other instrument establishing a record title to an apartment in the condominium property and the delivery to the Association of a certified copy of such instrument; the owner or owners designated by such instrument thereby becoming a member or members of the Association. The membership in the Association of the prior owner or owners shall be thereby terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her apartment.

4. The members of the Association, singly or collectively,

shall be entitled to only one vote for each apartment owned by them. The exact manner of exercising voting rights when there are two or more owners of one apartment shall be determined by the Bylaws of the Association.

ARTICLE V  
Directors

1. The affairs of the Association will be managed by a Board consisting of the number of directors as shall be determined by the Bylaws of the Association, but shall be not less than three in number. In the absence of a determination as to the number of members, the Board of Directors shall consist of three directors.

2. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the Bylaws.

3. The first election of directors by the membership of the Association shall not be held until after all of the apartments of the condominium have been sold by the Developer, or until after December 31, 1974, or until Developer elects to terminate its control of the Condominium, whichever shall first occur.

4. The directors herein named shall serve until the first election of directors by Association members, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

5. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
GERE S. FISHER	2101 Brickell Avenue Miami, Florida
CHARLES W. BAILEY	Haula Drive, Key Biscayne Miami, Florida
A. W. BECK	52 Castle Harbor Drive Fort Lauderdale, Florida
DEMITT C. CASEY, JR.	705 Southeast 25th Avenue Pompano Beach, Florida

ARTICLE VI  
Officers

The affairs of the Association shall initially be administered by the officers named in these Articles of Incorporation. After the developer has relinquished control of the Board of Directors, the officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association; which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors elected by the membership of the Association are as follows:

<u>Name and Address</u>	<u>Office</u>
<p>GEORGE S. FISHER 2101 Brickell Avenue Miami, Florida</p>	PRESIDENT
<p>CHARLES W. BAILLY Nashua Drive, Key Biscayne Miami, Florida</p>	VICE PRESIDENT
<p>A. W. BECK 52 Castle Harbor Drive Fort Lauderdale, Florida</p>	TREASURER
<p>DENITT C. CASEY, JR. 705 Southeast 25th Avenue Pompano Beach, Florida</p>	SECRETARY

ARTICLE VII  
Indemnification

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

ARTICLE VIII  
Bylaws

The first bylaws of the Association shall be adopted by the Board of Directors named herein, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE IX  
Amendments

Amendments to these Articles of Incorporation 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 considered.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors, or by any one or more members of the Association. Directors, and members not present in person, or by proxy, at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Association at, or prior to, the meeting.

(a) Such approval must be by not less than 75% of the entire membership of the Board of Directors, and by not less than 75% of the votes of the entire membership of the Association; or

(b) By not less than 80% of the votes of the entire membership of the Association.

3. No amendment shall make any changes in the qualifications for membership or in the voting rights of members, or any change in Paragraph 3 and/or 4 of Article III hereof, without approval in writing by all members.

4. A copy of each amendment to the Articles of Incorporation as approved shall be accepted and certified by the Secretary of State and recorded in the public records of Broward County, Florida.

ARTICLE X  
Term

The term of the Association shall be the life of the condominium unless the Association is terminated sooner by unanimous action of its members. The Association shall be dissolved by the termination of the Condominium in accordance with the provisions of the Declaration of Condominium.

ARTICLE XI  
Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
GENE S. FISHER	2101 Brickell Avenue Miami, Florida
CHARLES W. BAILEY	Nashua Drive, Key Biscayne Miami, Florida
A. W. BECK	52 Castle Harbor Drive Fort Lauderdale, Florida

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures, this 24<sup>th</sup> day of June, 1972.

[Signature] (SEAL)  
GENE S. FISHER

[Signature] (SEAL)  
CHARLES W. BAILEY

[Signature] (SEAL)  
A. W. BECK

STATE OF FLORIDA )  
COUNTY OF DADE )

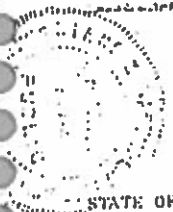
PERSONALLY APPEARED before me, the undersigned authority,  
GENE S. FISHER and A. W. BARK, being two of the subscribers of the  
Articles of Incorporation of the POMPANO BEACH CLUB ASSOCIATION, INC.,  
being by me first duly sworn, depose and say that they executed the  
foregoing Articles of Incorporation for the uses and purposes therein  
expressed.

WITNESS my hand and official seal at Miami, said County and  
State, this \_\_\_\_\_ day of \_\_\_\_\_, 1972.

\_\_\_\_\_  
Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
BY COMMISSION EXPIRES DEC. 20, 1972



STATE OF FLORIDA )  
COUNTY OF DADE )

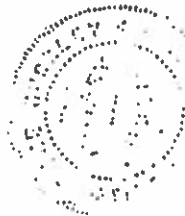
PERSONALLY APPEARED before me, the undersigned authority,  
CHARLES W. BAILEY, being one of the subscribers of the Articles of  
Incorporation of the POMPANO BEACH CLUB ASSOCIATION, INC., being by  
me first duly sworn, deposes and says that he executed the foregoing  
Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal at Miami, said County and  
State, this 28 day of June, 1972.

Gene Buckley  
Notary Public, State of Florida at Large

My commission expires:

December 20, 1972



5602 PAGE 152



STATE OF FLORIDA )  
COUNTY OF DADE )

PERSONALLY APPEARED before me, the undersigned authority,  
GENE S. FISHER and A. W. BARK, being two of the subscribers of the  
Articles of Incorporation of the MIAMI BEACH CLUB ASSOCIATION, INC.,  
being by me first duly sworn, depose and say that they executed the  
foregoing Articles of Incorporation for the uses and purposes therein  
expressed.

WITNESS my hand and official seal at Miami, said County and  
State, this \_\_\_\_\_ day of \_\_\_\_\_, 1972.

\_\_\_\_\_  
Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
BY COMMISSION EXPIRES DEC. 20, 1973  
~~NOTARY PUBLIC, STATE OF FLORIDA AT LARGE~~



STATE OF FLORIDA )  
COUNTY OF DADE )

PERSONALLY APPEARED before me, the undersigned authority,  
CHARLES M. BALLEW, being one of the subscribers of the Articles of  
Incorporation of the MIAMI BEACH CLUB ASSOCIATION, INC., being by  
me first duly sworn, deposes and says that he executed the foregoing  
Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal at Miami, said County and  
State, this 28 day of June, 1972.

James Ballew  
Notary Public, State of Florida at Large

My commission expires:

December 20, 1973



5662 PAGE 152

B Y L A W S

OF

POMPANO BEACH CLUB ASSOCIATION, INC.  
A corporation not for profit under  
the laws of the State of Florida

1. Identity. These are the Bylaws of POMPANO BEACH CLUB ASSOCIATION, INC., herein called Association, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on July 20, 1972. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes 1972, herein called the Condominium Act, which condominium is identified by the name POMPANO BEACH CLUB and is located upon the following lands in Broward County, Florida:

Lots 8, 9, 10 and the South 17 feet of Lot 7, Block 6, Lots 11, 12, 13 and the South 17 feet of Lot 14, less the West 15 feet of said Lots 11 through 14, Block 6 of Pompano Beach Blount Bros. Realty Co.'s Subdivision as recorded in Plat Book 2, Page 43, of the Public Records of Broward County, Florida.

.1 The office of the Association shall be at the POMPANO BEACH CLUB, 101 Briny Avenue, Pompano Beach, Florida.

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

.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Members' meetings

.1 The annual members' meetings shall be held at the office of the corporation at three o'clock p.m. Eastern Standard Time, on the third Friday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by Developer is less than six months after the first election of directors by the membership of the Association, the first annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.

.2 Special members' meetings shall be held at the office of the corporation whenever called by the President or Vice-President or by a majority of the board of directors, and must be called by such officers upon receipt of a written request from members entitled to cast 1/3 of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it

5602 PAGE 153

Exhibit "E"

appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these bylaws.

.5 Voting

(a) In any meeting of members the owners of apartments shall be entitled to one vote.

(b) If an apartment is owned by one person his right to vote shall be established by the roster of unit owners kept by the Secretary of the Association. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment according to the roster of unit owners and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof.

.7 Adjourned meetings. 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.

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

- (a) Election of chairman of the meeting
- (b) Calling of the roll and certifying 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

.9 Proviso. Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and

PL 5652  
PAGE 154

closed the sales of all of the apartments of the condominium, or until December 31, 1974, or until Developer elects to terminate its control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

3. Directors

.1 Membership. The affairs of the Association shall be managed by a board of not less than three nor more than eleven directors, the exact number to be determined at the time of election.

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

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of five (5) members shall be appointed by the board of directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving; provided, however, when control of the condominium is relinquished by the Developer, the committee shall nominate eleven (11) persons. Other nominations may be made from the floor.

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

(d) Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by election of a new member by the remaining directors.

(e) Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

(f) Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments in the condominium, or until December 31, 1974, or until the Developer elects to terminate its control of the condominium, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, by electing new members, and if there are no remaining directors the vacancies shall be filled by the Developer.

.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 in the manner elsewhere provided.

.4 The organization meeting of a newly-elected 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 the organization meeting shall be necessary.

.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 days prior to the day named for such meeting.

44-5632 page 155

.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

.7 Waiver of notice. 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 directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except where approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

.9 Adjourned meetings. If at any meeting of the board of directors there be 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 any business which might have been transacted at the meeting as originally called may be transacted without further notice.

.10 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

.11 The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

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

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

.13 Directors' fees, if any, shall be determined by the members.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required.

The Board of Directors shall adopt such rules and regulations relative to the condominium as they shall deem necessary and proper from time to time; provided, however, that such rules and regulations shall be approved by a majority of the votes of the members of the Association, which approval may be given at any regular or special meeting of the members or at any time in writing. Provided, however, the Developer reserves the right to establish such rules and regulations until such time as the Developer terminates its control of the Association.

### 5. Officers.

.1 The executive officers of the corporation shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting by concurrence of a majority of all of the directors. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of 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 deem appropriate, to assist in the conduct of the affairs of the Association.

.3 The Vice-President shall in the absence or disability of the President exercise the powers and perform 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.

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

.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. He shall submit a treasurer's report to the board of directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

.6 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by the members shall not preclude the board of directors from employing a director as an employee of the Association, nor preclude the contracting with a director for the management of the condominium.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expense, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments.

REC 5602 PAGE 157

The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be a part of the common elements.

.2 Budget. The board of directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) Current expense, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(b) Reserve for deferred maintenance, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(c) Reserve for replacement, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements, the amount for which shall not exceed \$10,000.00; provided, however, that in the expenditure of this fund no sum in excess of \$2,000.00 shall be expended for a single item or purpose unless such betterment has been approved by the members of the Association, in the manner required by the Declaration of Condominium.

(e) Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by apartment owners entitled to cast no less than 75% of the votes of the entire membership of the Association.

(f) It is further provided, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all apartments of the condominium, or until December 31, 1974, or until Developer elects to terminate its control of the condominium, whichever shall first occur, there will be no budget; instead, the owners of apartments that have been sold by Developer will be assessed for common expenses at the rates stated in their contracts for purchase of apartments, and Developer will be assessed only for the amounts by which the common expenses exceed the amounts assessed against the owners of apartments sold by Developer. During this period no provisions will be made for betterments or reserves.

(g) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

.3 Assessments for Common Expense. Assessments against the apartment owners for their shares of the items of the budget shall

be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be paid in equal monthly installments on the first day of each month of the calendar year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessment therefor may be amended at any time by the board of directors if the accounts of the amended budget do not exceed the limitations thereon for that year. Any account which does exceed such limitation shall be subject to the approval of the membership of the Association heretofore required. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be proratably payable over the remaining months of the year in which such amended assessment is made. The first assessment shall be determined by the first board of directors elected by members of the Association.

.4 Assessments for charges. Charges by the Association against unit owners for other than common expense shall be payable in advance. Such charges shall be collected in the same manner as assessments for common expense, and when circumstances permit, such charges shall be added to the assessments for common expense.

.5 Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the apartment owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but no less than 10 days after delivery thereof to the apartment owner, or not less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

.6 Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after 30 days' notice to the apartment owners concerned and shall be paid in such manner as the board of directors of the Association may require in the notice of assessment.

.7 The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

.8 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

.9 Fidelity bonds may be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the directors. The premiums on such bonds shall be paid by the Association as a common expense.

7. Parliamentary rules. Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

8. Amendments. These Bylaws may be amended 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 considered.

.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either

(a) Not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) By not less than 80% of the votes of the entire membership of the Association; or

(c) By all of the directors, until the first election of directors.

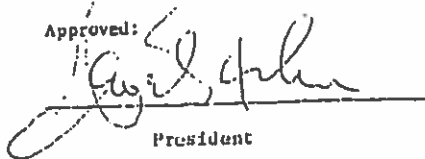
.3 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration of Condominium.

.4 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Broward County, Florida.

The foregoing were adopted as the Bylaws of POMPANO BEACH CLUB ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the board of directors on

July 24, 1972

  
Secretary

Approved:   
President

PP 5662 - 160

73-203407

LEASE TABLE OF CONTENTS

<u>Paragraph #</u>		<u>Page #</u>
1.	Term	1
2.	Possession	1
3.	Title	2
4.	Rental	2
5.	Fire, Windstorm & other casualty Ins.	2
6.	Liability insurance	4
7.	Maintenance & Repair of Property	5
8.	Damage or Destruction of Buildings	6
9.	Taxes	6
10.	Utility Charges	7
11.	Compliance with Regulations of Public Bodies	8
12.	Lawful Use of Premises	8
13.	Inspection of Premises	8
14.	Liens Created by Lessee	8
15.	Indemnification Against Claims	9
16.	Indemnification Against Costs & Charges	10
17.	Acceptance of Premises	10
18.	Waiver	10
19.	Transfer of Lessor's Interest	10
20.	Interest	10
21.	Events of Default	11
22.	Default	11
23.	Notices	12
24.	Mortgaging or Subleasing of Lessee's Interest	13
25.	Condemnation Provision	13
26.	Demolition	14
27.	Use	15
28.	Lessor's & Lessee's Covenants & Agreements in Favor of Federal Savings and Loan Associations	15
	(c) Other Institutional Lenders	17

73 DEC 19 PM 2:18

REC 5669 PAGE 107  
#15692 PAGE 161

Return

Exhibit F

This instrument prepared by  
JAMES H. GILBERT, JR.  
ENGLISH, McCAUGHAN & O'BRYAN  
300 First Federal Building  
Fort Lauderdale, Florida

29.	Additional Rent Based Upon Increase in Cost of Living Index	17
30.	Rents, etc. to be included in Assessments by Lessee	18
31.	Lessor's Lien on Condominium Parcel	19
32.	Lessor's Reservation to Make Additional Leases	20
33.	Gender	20
34.	Covenants to Bind Successors & Assigns	20

OFF 5692 PAGE 162

OFF 5668 PAGE 108

L E A S E

THIS LEASE, made and entered into this 10 day of December, 1973, by and between NEWPORT CORPORATION, hereinafter referred to as "Lessor", and POMPARO BEACH CLUB ASSOCIATION, INC., hereinafter referred to as "Lessee"

W I T N E S S E T H :

THAT in consideration of the covenants and agreements hereinafter mentioned and to be performed by the respective parties hereto and the payment of the rental hereinafter designated to be paid by Lessee in accordance with the provisions of this lease, Lessor has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto said Lessee, its successors and assigns, the following-described property situate, lying and being in Broward County, Florida, to-wit:

Lots 5, 6, 7, 8, 9, 10 and 11, Block 1, Pompano Beach Blount Bros. Realty Co.'s Subdivision as recorded in Plat Book 2, Page 41, of the Public Records of Broward County, Florida.

The right is reserved to Lessor to convey, without joinder or consent of Lessee, the West 10 feet of said land to the City of Pompano Beach, or other governmental agency, for utilization as public road right of way.

This is a non-exclusive lease. The conditions under which other lessees shall have the right to use said premises are set out in Paragraph 12 of this lease.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise incident or appertaining, together with the rents, issues and profits thereof (save and except the rents and other amounts due the Lessor by Lessee herein) unto the said Lessee for the term of ninety-nine (99) years, unless terminated earlier in accordance with the terms and conditions hereof.

1. TERM: The term of this Lease shall begin on the 1st day of January, 1973, and shall run for a period of ninety-nine (99) years, ending on the 31st day of December, 2072 A. D.

2. POSSESSION: Possession shall be delivered to the Lessee on the day the certificate of occupancy is issued for the improvements located on said premises, and Lessee shall be entitled to peaceful possession of the same so long as Lessee is not in default under the terms of this Lease.

11:53:58 REC 109  
11:56:02 REC 163

3. TITLE: Lessor covenants that he is the owner of the fee simple title to the demised real property and that said real property is free and clear of all liens and encumbrances, except for the following:

- (a) Real estate taxes, and all other levies, assessments and taxes against the above-described real property, if any, for the year 1973.
- (b) Restrictions and easements of record, if any; and
- (c) Applicable zoning ordinances.

4. RENTAL: The Lessee covenants and agrees to pay to Lessor, as the minimum rent due hereunder, the following sums payable in current legal tender of the United States of America, to-wit:

For each calendar year period beginning with the calendar year 1973 and continuing through the calendar year 2072, the sum of One Hundred Eighty-four Thousand, Two Hundred Dollars (\$184,200.00) per annum, payable during each year in monthly installments of Fifteen Thousand, Three Hundred Fifty Dollars (\$15,350.00), payable on the 1st day of each month in advance.

In addition to the minimum rental specified above, the Lessee agrees to pay to the Lessor as additional rental hereunder in equal monthly installments which are to be added to the installments of minimum rental paid during each year, the additional sum, if any, determined in accordance with the provisions of Article 29 hereunder.

The rent due hereunder, meaning the minimum rent, plus any increases thereof as may be required pursuant to Article 29, shall be and constitute net rent to the Lessor and is in addition to the payment of real estate taxes and assessments, insurance premiums, maintenance expenses or other expenses to which the Lessee may be put, and has agreed to pay, in accordance with the terms, provisions and conditions of this lease, and no deductions for the foregoing shall be made from the said installments of rent.

5. FIRE, WINDSTORM AND OTHER CASUALTY INSURANCE: Lessee hereby covenants and agrees with Lessor that it will at all times during the term of this lease, keep insured any and all improvements now located or which may hereafter be built upon or placed upon the demised premises, in good and responsible insurance companies authorized to do business in the State of Florida, satisfactory to and approved by Lessor, who agrees not to with-

hold his approval of any companies designated by Lessee arbitrarily or unreasonably, for protection against loss or damage caused by or resulting from fire, windstorm, or other casualty, or the use of any boiler situated upon said premises, in an amount that would be sufficient to prevent co-insurance on the part of Lessor or Lessee; provided, however, any standard deductible clause required by insurers for unusual hazards will not be in violation of this covenant against coinsurance. All policies issued and renewals thereof shall be payable in the event of loss jointly to Lessor and Lessee. In the event of the destruction of said improvements by fire, windstorm, or other casualty, for which insurance money shall be payable, such insurance money shall be paid to Lessor and Lessee. Said sum so paid shall be deposited in the joint account of Lessor and Lessee in a bank in Broward County, Florida, designated by Lessor, and shall be available to Lessee for the reconstruction or repair, as the case may be, of the improvements damaged or destroyed by fire, windstorm, or other casualty for which insurance money shall be payable and shall be by Lessor and Lessee paid from said joint account from time to time on the estimates of any architect selected by Lessee, licensed in the State of Florida, having supervision of such reconstruction; provided, however, that it first be made to appear to the satisfaction of Lessor that the amount of money necessary to provide for the reconstruction or repair of any improvements damaged or destroyed as aforesaid, according to the plans adopted therefor, which may be in excess of the amount received upon such policies, has been provided for by Lessee in cash. Lessee covenants and agrees that in the event of the destruction or damage of the said improvements on said premises, or any part thereof, and as often as any improvements on said premises shall be destroyed or damaged, by fire, windstorm, or other casualty, Lessee shall have the same rebuilt and ready for occupancy within six (6) months from the date the insurance proceeds are made available to Lessee. Construction of such improvements and/or repairs shall be of the same general character and equal value as the improvements upon the demised property prior to such damage or destruction. Lessee shall, at its expense, furnish Lessor with a performance and payment bond executed by a surety company authorized to do

115568 rec 111  
5032 sec 165

business in the State of Florida, to assure the completion of and payment for such rebuilding and/or repair.

If the time of completion should be delayed beyond six (6) months by strikes, walkouts, acts of war or insurrection, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the control of Lessee, or Lessee's contractor, then the time of completion beyond the said six (6) month period shall be extended for such reasonable time as may be required to effect completion of said construction.

If at any time while the joint account herein provided for contains any of the proceeds of insurance, Lessee is in default of this Lease, then Lessor shall be immediately entitled to receive from the said joint account the amount of money necessary to cure Lessee's default. In the event there shall be any excess of money received from insurance remaining in the joint account after the completion of such reconstruction and repair of such building or buildings, and if at such time there is no default on the part of Lessee in the conditions and covenants of this Lease, then such excess money shall be paid to Lessee.

The policy or policies of insurance maintained pursuant to this Article 5 shall be paid for by Lessee who shall deliver the original policy or policies to Lessor for safekeeping hereunder.

6. LIABILITY INSURANCE: The Lessee covenants and agrees that it will, at all times, save and keep Lessor harmless from any and all damages and liability occasioned by the use of the demised premises and shall indemnify and keep harmless Lessor from and against any loss, cost, damage and expense arising out of and in connection with any improvements thereon, and out of any accident causing injury to any person or property whomsoever and whatsoever and due directly to the use or occupancy of said premises, including the approaches, sidewalks and appurtenances thereof and thereto, and Lessee covenants and agrees to provide at Lessee's expense, policies of insurance generally known as public liability policies and/or owners', landlords' and tenants' liability policies, insuring Lessee and Lessor against all claims and damages made by any person or persons whomsoever, for injuries received in connection with the operation and maintenance of the improvements

11:5602 page 166  
11:5568 page 112

located upon the demised premises, including the approaches, sidewalks and appurtenances thereto and thereof, to the extent of not less than One Million (\$1,000,000.00) Dollars to cover claim or damage from any single or specific cause to any one person and to the extent of not less than One Million (\$1,000,000.00) Dollars to cover in connection with any one particular accident or occurrence, the total aggregate of claims that may arise or be claimed to have arisen against Lessor or Lessee. Said policy or policies above specified shall be maintained in companies satisfactory to and approved by Lessor, and original policies shall be delivered to Lessor for safekeeping.

7. MAINTENANCE AND REPAIR OF PROPERTY: Lessee agrees and covenants that it will at its own expense keep and maintain the improvements which may at any time be situated during the term of this lease upon the demised premises and all appurtenances thereunto belonging or appertaining, including sidewalks, steps, including both the interior and exterior of any building, in good and substantial repair and in a clean and sanitary condition, and will use, keep and maintain said premises and improvements thereon, as well as the sidewalks, approaches and appurtenances in front of and around such buildings, and other improvements in conformity to and in compliance with all orders, ordinances, rulings and regulations of all federal, state and city governments having jurisdiction thereof and the statutes and the laws of the State of Florida and the United States of America and of any lawful authority applicable to and affecting the same and will protect and indemnify forever, save and keep harmless Lessor from and against any loss, cost, damage and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants, and stipulations in this Lease contained or occasioned or arising by or out of any accident or injury or damage to any persons whomsoever or whatsoever happening or occurring in or about or upon the said premises or upon the sidewalks, approaches and appurtenances adjoining the same by Lessee or any person or persons occupying, holding or claiming by, through or under Lessee.

It is contemplated between Lessor and Lessee that the Lessee shall

MI 5692 PAGE 167

MI 5568 PAGE 113



have full and complete and exclusive control and possession of the leased premises, and, therefore, Lessee shall, except to the extent hereinafter expressly provided, be exclusively responsible and liable to any third parties by reason of any damage or personal injury of any kind sustained by them upon the premises or occasioned by any acts of Lessee or by any breach or default of the Lessee.

8. DAMAGE OR DESTRUCTION OF BUILDINGS: The parties agree and covenant that damage to or destruction of any improvements or any portions thereof on the demised premises at any time by fire, hurricane or act of God shall not work a termination of this Lease or authorize Lessee or those claiming by, through or under it, to quit or surrender possession of said premises, or any part thereof, and shall not release Lessee in any way from its liability to pay to Lessor the rent provided for herein or from any the agreements, covenants, and conditions of this Indenture. In the event of loss, destruction or damage to the improvements now located or hereafter erected upon the demised premises, Lessee agrees and covenants to rebuild or restore a like improvement of equal value and quality to the ones destroyed, injured or damaged as often as such destruction or damage may occur.

9. TAXES: The Lessee covenants and agrees with Lessor that Lessee will cause to have promptly paid, in addition to the rents provided to be paid under this Lease, and as a further part of the consideration to be furnished by Lessee, all taxes levied or assessed at any or all times during the term hereof demised by any and all taxing authorities, including all taxes, charges, assessments, and in general, all taxes or tax liens in the nature of taxes which may be assessed against the demised premises and against the improvements thereon or which may hereafter be placed thereon, including all taxes which are or may be assessed by any governmental authority, including but not limited to the city, state, county, national, special drainage, school or other taxing districts or otherwise and specifically including any tax which may be levied against the use of the land by any such taxing authorities, together with any interest, penalties or other charges which may accrue thereon; provided, however, that in the event that any of the said taxes or assessments are payable according to the terms of their im-

sition in installments, then the Lessee shall have the right to pay the same as such installments fall due.

Nothing in this Article contained shall obligate Lessee to pay any income, inheritance, estate or succession tax, or any tax in the nature of any such described taxes, or any other tax which may be levied or assessed against Lessor with respect to the rent derived from this lease or Lessor's ownership of the demised premises.

The parties understand and agree that Lessee shall pay the taxes and other charges as enumerated in this Article and shall deliver official receipts evidencing such payment to Lessor at the same place as has been designated by Lessor as the place at which rental payments are required to be made, which payment of taxes shall be made and said receipts delivered at least forty-five (45) days before the said taxes would become delinquent in accordance with the law then in force governing the payment of such tax or taxes. If, however, Lessee desires to contest the validity of any tax or tax claims, Lessee may do so without being in default hereunder as to its obligation to pay taxes; provided Lessee gives Lessor written notice of its intention to do so and furnishes Lessor with a cash bond in one and one-half (1 1/2) times the amount of the tax item or items to be contested, conditioned to pay the tax item or items which the validity thereof finally has been determined, which said written notice and bond shall be given by Lessee to Lessor not later than a date which is forty-five (45) days before the tax item or items proposed to be contested would otherwise become delinquent. The failure of Lessee to pay taxes or other charges as enumerated in this Article and furnish the receipts thereof, or to furnish the written notice and bond herein referred to not later than forty-five (45) days before the said tax or taxes or any item of them would become delinquent, shall constitute Lessee in default under this Lease at Lessor's option as hereinafter set forth.

10. UTILITY CHARGES: Lessee agrees and covenants to pay all charges for utilities supplied to the demised premises, whether they are supplied by a public or private firm, and to pay them monthly or as they become due. It is contemplated that this will include all charges for water,

gas, electricity, telephone, sewer, if any, and any other type of utility or any other type of service charge.

11. COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES: Lessee covenants and agrees that it will, at its own expense, make such improvements on the demised premises and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over same in order to comply with sanitary requirements, fire, hazard requirements, zoning requirements, setback requirements, and other similar requirements designed to protect the public.

12. LAWFUL USE OF PREMISES: Lessee covenants and agrees that during the term hereof it will conform to and observe all ordinances, rules, laws and regulations of the City of Pompano Beach, State of Florida, and the United States of America, and all public authorities and boards of officers relating to said premises, or improvements upon the same, or use thereof, and will not during such time permit the same to be used for any illegal or immoral purpose, business or occupation; provided that a violation of this section shall operate as a breach of this lease only in the event that the property herein described shall be closed by the proper legal authorities for any illegal or immoral purpose, business or occupation, and Lessee has failed to abate such condition or has failed to take reasonable steps to obtain such abatement within fifteen (15) days after such closing. In the event of such failure on the part of Lessee, and the exercise of Lessor's option to treat the same as a breach of this lease, such breach and the right to terminate shall exist only after the expiration of fifteen (15) days' written notice and demand for the abatement of such condition.

13. INSPECTION OF PREMISES: Lessee agrees and covenants that Lessor, or its agent, at all reasonable times and during all reasonable hours, shall have free access to said demised premises and to any buildings or structures that may at any time be thereon, or any part thereof, for the purpose of examining or inspecting the condition of the same or of exercising any right or power reserved to Lessor under the terms and provisions of this indenture.

14. LIENS CREATED BY LESSEE: Lessee covenants and agrees that

it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of Lessor in and to the land covered by this Lease and that no person shall ever be entitled to any lien directly or indirectly derived through or under it, or its agents or servants, or on account of any act of omission of Lessee, which lien shall be superior to the interest in this Lease reserved to Lessor upon the leased premises. All persons contracting with Lessee for furnishing materials or labor to Lessee or its agent or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. Should any such lien be filed, Lessee shall discharge the same by paying it or by filing a bond or otherwise as permitted by law.

Prior to the demolition by Lessee of any improvements located on the demised premises and prior to the commencement of construction of any improvements by Lessee, at any time upon the leased premises, Lessee shall furnish unto Lessor a performance and payment bond with corporate surety satisfactory to Lessor in an amount equal to the cost of any improvement to be constructed upon said premises conditioned to complete and pay the same free and clear of all liens and/or claims for labor and materials and conditioned further to fully indemnify and save harmless Lessor from all costs, damages, liabilities of every nature and character which may be suffered by Lessor by reason of the failure of Lessee to complete and to fully pay for said improvements.

15. INDEMNIFICATION AGAINST CLAIMS: Lessee shall indemnify and save harmless Lessor from and against any and all claims, suits, actions, damages, and/or causes of action arising during the term of this Lease for any personal injury, loss of life and/or damage to property sustained in or about the demised premises, or the buildings and improvements thereon, or the appurtenances thereof, or upon the adjacent sidewalks, approaches or streets, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, investigations thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments, or decrees which may be entered in respect thereto.

WFF 5568  
REV. 117  
WFF 5602  
PAGE 171

16. INDENNIFICATION AGAINST COSTS AND CHARGES: In the event Lessor is compelled to incur any expense in collecting any sum of money due under this Lease, for rent or otherwise, or in the event suit shall be brought by Lessor for the purpose of evicting or ejection the Lessee from the leased premises, or if suit be brought by Lessor for the purpose of compelling the payment of any other sums which should be paid by Lessee under the terms hereof, or for the purpose of enforcing performance by Lessee of any of the several agreements, conditions and covenants contained herein, Lessee covenants and agrees to pay to Lessor all expenses and costs of litigation, including a reasonable attorney's fee for Lessor's attorney, provided such suit terminates in favor of Lessor.

Any sums due under the terms and provisions of this paragraph may be properly taxed by a court of competent jurisdiction against Lessee.

Any sums due under the terms and provisions of this paragraph shall constitute a lien against the interest of Lessee in the premises and its property thereon to the same extent and on the same conditions as delinquent rent would constitute a lien upon said premises and property.

17. ACCEPTANCE OF PREMISES: It is further covenanted and agreed that Lessee, in acquiring this Lease, has done so as the result of a personal inspection of the premises by its duly authorized representatives and that no oral representations of any kind or nature whatsoever have been made by Lessor and that only the terms of this lease are to be binding upon Lessor and Lessee.

18. WAIVER: It is covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be considered to be a waiver of any succeeding breach or breaches of the same covenant.

19. TRANSFER OF LESSOR'S INTEREST: Lessor shall have the right to sell or assign to others its right to receive money and other things of value accruing to it by reason of this Lease. Lessor and/or its assigns shall also have the right to transfer all or any portion of said leasehold property.

20. INTEREST: All sums of money required to be paid by Lessee to Lessor shall bear interest from the due date or maturity thereof at the

maximum allowable rate of interest permissible under the laws of the State of Florida, which interest shall be due and payable to Lessor upon its written demand.

21. EVENTS OF DEFAULT: Should Lessee at any time during the term of this Lease be adjudged a bankrupt or directly or indirectly suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it and remain pending for a period of seventy-five (75) days, or should a Receiver or Trustee be appointed for Lessee's property and not be discharged within seventy-five (75) days, or should any order of any court of competent jurisdiction be entered and remain in effect for a period of seventy-five (75) days continuing the Lessee in possession of the leased property, or should Lessee's leasehold interest be levied upon and said levy be not discharged within forty-five (45) days thereafter, or should Lessee fail to promptly make the necessary return and reports required by state and federal law, or should Lessee fail to promptly pay, when due, all taxes of whatsoever kind required to be paid to the state or federal governments or any subdivision thereof, if this Lease specifically requires such payment by Lessee hereunder, then and upon the happening of any of the aforesaid events, Lessor shall have the right at its election to consider the same a material default on the part of Lessee of the terms and provisions hereof, and in the event such default is not cured by Lessee within a period of forty-five (45) days from the date of the giving by Lessor of written notice to Lessee of the existence of such default, Lessor shall have the option of declaring this lease terminated and the interest of Lessee forfeited, or Lessor may exercise any other option herein conferred upon it. All revenues derived or accruing from the leased premises subsequent to the date of the termination of said Lease shall constitute the property of Lessor and the same is hereby declared to be a trust fund and shall not constitute any asset of Lessee or any trustee or receiver appointed for Lessee's property.

22. DEFAULT: If any of the sums of money herein required to be paid by the Lessee to the Lessor shall remain unpaid for a period of fifteen (15) days from the date it becomes due, Lessor shall have the

FF 5569 page 419  
FF 5602 page 173

following options and privileges which shall be cumulative and the exercise of one or more shall not be a waiver of the others.

(a) To accelerate the maturity of the rent installments for the balance of the term and to recover from the Lessee in action at law (distress for rent or otherwise) said installments which have been accelerated. This option shall be exercised in writing by Lessor or its agent and transmitted to Lessee.

(b) To immediately declare this lease terminated and resume possession of the premises, thereafter using the same exclusively as his own for his own purposes.

(c) To immediately retake possession of the premises for the account of the Lessee, holding the Lessee in general damages for the difference between the rental covenanted herein to be paid and what, in good faith, Lessor is able to recover from a reletting.

(d) To recover from Lessee in action at law (distress for rent or otherwise) for each installment of rent as the same matures or for the whole unpaid balance when it matures.

(e) To utilize such statutory remedy as may be afforded landlords under the laws of the State of Florida.

(f) To require the Lessee to make assessments against owners of apartments in POMPANO BEACH CLUB, a condominium, to the full extent of the sums of money which remain unpaid hereunder, said assessments to be made in the manner as provided in Paragraph 6 of the Declaration of Condominium of POMPANO BEACH CLUB, and in the event of the failure of Lessee to make such assessments, Lessor shall have all the rights and remedies of collection, including, but not limited to, a lien against the individual apartments and the foreclosure thereof, accorded Lessee under said Declaration and the Laws of the State of Florida.

23. NOTICES: All notices required by law and this Lease to be given by one party to the other shall be in writing and may be served as follows:

(a) Upon Lessor by personal delivery or by certified mail, addressed to Lessor at the place where the rental under this Lease is then being paid,

FF 55683 page 120  
FF 5602 page 17A

or at such other address as Lessor may, by notice in writing, designate to Lessee.

(b) Upon Lessee by personal delivery to Lessee's agent in charge of the leased premises, or by certified mail addressed to Lessee at 101 Briny Avenue, Pompano Beach, Florida, or at such other address as Lessee may, by notice in writing, designate to Lessor.

24. MORTGAGING OR SUBLEASING OF LESSEE'S INTEREST: Lessee shall not assign this Lease or sublet all or any part or parts of the demised premises without the written consent of the Lessor and in the event such consent shall at any time be granted, no assignment of this Lease or sublease shall operate to relieve Lessee from liability for the payment or performance of the terms and conditions of this Lease, it being understood that Lessee shall remain liable hereunder unless released from liability by written instrument duly executed by Lessor. No assignment or sublease shall effect any change or modification in the provisions respecting Lessor's rights and remedies under this Lease.

Lessee shall have the right to mortgage or otherwise encumber its leasehold interest in the premises. Any mortgage executed by Lessee covering the leased premises shall in no way affect Lessor's interest in and to said property, and the same shall at all times be junior, inferior and subordinate to the interest of Lessor.

25. CONDEMNATION PROVISION: It is understood and agreed that:

(a) If at any time during the continuance of this Lease the legal title to the demised real estate or the improvements or building located thereon, or any portions thereof be taxed or appropriated or condemned by reason of eminent domain, there shall be such division of the proceeds and awards in such condemnation proceeds and such abatement of rent and other adjustments made as shall be just and equitable under the circumstances; provided, however, that in the event of a partial condemnation of the demised premises, such as does not interfere with the full use thereof, as, for example, in case of condemnation of a few feet for sidewalk purposes or for street purposes or condemnation of all or any part of any bridge or walkway which might connect the demised land or improvements thereon and the condominium property, there shall be no abatement of rent. If Lessor



and Lessee are unable to agree upon what division, annual abatement of rent, or other adjustments are just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall by appropriate proceedings be submitted to a court having jurisdiction of the subject matter of such controversy in Broward County, Florida, for its decision and determination of the matters in dispute. If the legal title to the entire premises be wholly taken by condemnation, the lease shall be cancelled.

(b) For the purpose of condemnation, the deprivation of Lessee of the use of such improvements shall be an item of damage in determining the portion of the condemnation award to which Lessee is entitled. In general, it is the intent of this paragraph that upon condemnation, the parties herein shall share their awards to the extent that their interests respectively are depreciated, damaged or destroyed by the exercise of the right of eminent domain.

(c) Notwithstanding the above and foregoing provisions, in the event of condemnation or taking of the whole of the demised premises, the amount of the condemnation award due to Lessor shall, between Lessor and Lessee, in no event be less than the amount of the entire condemnation award (including the amount awarded to Lessor and Lessee) or the sum equal to twelve (12) times the average annual rental paid hereunder during the five years immediately preceding the condemnation award, whichever is the lesser, and all sums in excess of the amount required to be paid Lessor hereunder shall belong to Lessee.

26. DEMOLITION: Although it is Lessee's duty under the terms hereof to keep and maintain the improvements on the demised premises in good repair, this shall not be construed as empowering Lessee to tear down and destroy any improvements hereafter on the demised premises, or any substantial part thereof, or to cause any items of major repair, alteration, reconstruction, or additional improvements to be made unless and until Lessee:

(a) Causes plans and specifications for the new construction to be prepared by a duly licensed architect and submitted to Lessor for his approval, together with the written consent between the contractor and Lessee, all in the same manner as reconstruction or repair would have been

115563  
115602  
AGE 176

accomplished in accordance with Articles 5 and 8 hereof.

(b) Furnish Lessor with a performance and payment bond with corporate surety satisfactory to Lessor in an amount equal to the cost of any demolition work to be performed upon the demised premises, plus the cost of any improvements to be constructed upon said premises, conditioned to complete the said demolition work and improvements free and clear of all liens and/or claims for labor and materials and conditioned further to fully indemnify and save harmless Lessor from all costs, damages and liabilities of every nature and character which may be suffered by Lessor by reason of the failure of Lessee to complete and fully pay for said demolition work and said improvements.

(c) The work of reconstruction, repair, or replacement must have a value equal to the value of the improvements or the portion thereof then being demolished and replaced or repaired.

(d) For the purpose of this section of the lease, no work will be deemed demolition or major repairs so as to bring it within the terms of this section of the Lease unless it constitutes either the actual destruction of the improvements or a substantial part thereof, or unless it constitutes a remodeling which in substance requires the tearing down of a substantial part of the improvements. In general, this section of the Lease is intended to apply wherever the work which Lessee proposes to do is of such a nature that the doing of the work necessitates a substantial improvement of the then existing improvements.

27. USE: The demised premises, and improvements now or hereafter situate thereon, shall be used by Lessee and its membership, comprised of the persons who are the owners of apartments in POMPANO BEACH CLUB, a condominium and to the guests, invitees and lessees of members of Lessee, all as may be prescribed in rules and regulations established by Lessee, or which may be contained in the Declaration of Condominium establishing POMPANO BEACH CLUB, a condominium.

28. LESSOR'S AND LESSEE'S COVENANTS AND AGREEMENTS IN FAVOR OF FEDERAL SAVINGS AND LOAN ASSOCIATIONS: To induce federal savings and loan associations, hereinafter called "Lender", to make individual mortgage

loans on apartments in POMPANO BEACH CLUB, a condominium, upon its being formally established by the recordation of a Declaration of Condominium in the Public Records of Broward County, Florida, which POMPANO BEACH CLUB, a condominium, will be located upon property which is adjacent to a portion of the demised premises, Lessor and Lessee covenant and agree as follows:

(a) In the event that Lender shall now or hereafter, in its ordinary course of business, be the mortgagee of any mortgage loans on individual apartments in POMPANO BEACH CLUB, a condominium, for the purpose of financing acquisition thereof, or for refinancing the same for the owner of any such apartment, and should there subsequently be a default in any such individual mortgage, whereupon the said Lender acquired any such apartment by foreclosure or deed in lieu of foreclosure, then, and in that event, the rent due hereunder to Lessor (meaning the minimum rent and adjusted rent, but exclusive of costs of taxes, insurance and maintenance) shall be reduced while said Lender is the owner of any such apartment, by a monthly sum equal to the amount arrived at when the monthly rent due under this Lease (meaning the minimum rental, plus the adjusted rental, if any) is divided by 307. This reduction in rent shall terminate upon the date that any such apartment acquired by Lender is disposed of by it in any manner, or when any such apartment is under lease to any person, firm or corporation.

(b) Lessee agrees that whenever it is entitled to a reduction in rent by reason of said Lender having acquired any apartment or apartments in POMPANO BEACH CLUB, a condominium, that such reduction in rent shall be applied in direct reduction of the regular periodic assessment for rent required to be collected from Lender as the owner of any apartment or apartments, and that such reduction shall not be passed on generally to the membership of the Lessee other than to said Lender.

By reason of the foregoing provisions, it is intended that Lender, while it is the owner and holder of any vacant apartment or apartments in POMPANO BEACH CLUB, a condominium, acquired as aforesaid, shall not be required to bear its proportionate share of the rental reserved under

445568 #32124  
#5602 #32178

this lease.

(c) The special benefit reserved hereunder to Lender shall operate and inure to the benefit of any other institutional lender doing business in the State of Florida, in the same manner as though such other institutional lender were also specifically named herein. For purposes of this clause, an institutional lender is hereby defined as a savings and loan association or bank chartered under the laws of the United States of America, a savings institution or bank chartered under the laws of the State of Florida, or a life insurance company.

29. ADDITIONAL RENT BASED UPON INCREASE IN COST OF LIVING INDEX:

On the 1st day of January, 1980, and on the 1st day of January following the end of each fifth calendar year thereafter, during the term of this lease, the minimum rent required hereunder shall be adjusted so that the said rent paid hereunder from time to time shall reflect the change in the purchasing power that the minimum rent hereunder has on the beginning date of the term of this lease. For purposes of calculating additional rent due hereunder, if any, reference is made to the index number of retail commodity prices designated "Consumer Prices Index - All Items" (1967 = 100) prepared by the Bureau of Labor Statistics of the United States Department of Labor and any publications by either said United States Department of Labor or the United States Department of Commerce in which such index numbers are published, hereinafter referred to as the "index". Said index numbers, as published, shall be admissible in evidence in any legal or judicial proceedings involving this lease without further proof of authenticity, and in the event that the United States Department of Labor or Department of Commerce ceases to prepare and publish such index, the adjustment of rent thereafter shall be according to the most comparable commodity index as determined by agreement of Lessor and Lessee, and in absence of such agreement, then by arbitration in accordance with rules of the American Arbitration Association. In the event of any delay in establishing the additional rental, Lessee shall continue to pay the rental as established by the last price adjustment until such time as the new adjustment is determined, if any, at which time an accounting

44-5563 sub 125  
44-5602 sub 179

will be made retroactive to the beginning of the adjustment period in question.

On the dates herein prescribed at which the adjustment in rent is to be determined, the additional rent per annum shall be computed as being the difference between the products derived by: (a) multiplying the index as of September 30, 1972, representing the average index of retail commodity prices for the month of September, 1972, by the minimum rental of One Hundred Eighty-four Thousand, Two Hundred Dollars (\$184,200.00) specified herein; and (b) multiplying the index as of September 30th of the year prior to the date on which the adjustment is to be made hereunder, representing the average of retail commodity prices for the month of September of said last prior year, by the amount of minimum rental of One Hundred Eighty-four Thousand, Two Hundred Dollars (\$184,200.00) specified herein. The difference between said products if the result of multiplication derived at by Item (b) above exceeds that of Item (a) above, shall represent the additional rent per annum to be paid to lessor in addition to the minimum rent of One Hundred Eighty-four Thousand, Two Hundred Dollars (\$184,200.00), which additional rent shall be divided into twelve (12) equal monthly installments to be payable hereunder until the next period of adjustment, in the same manner as is the minimum rent payable hereunder during each lease year.

Notwithstanding the foregoing provisions, it is specifically agreed that the minimum rent specified hereunder of One Hundred Eighty-four Thousand, Two Hundred Dollars (\$184,200.00) per annum, for full calendar years, shall never be reduced by reason of any adjustment made as specified in this Article 29. However, if the determination made at the end of one period requires an increase in minimum rent, and the same determination made at the end of another period would require a decrease, the decrease in said additional rent would be applicable so long as the minimum rent is never reduced to a sum which is less than One Hundred Eighty-four Thousand, Two Hundred Dollars (\$184,200.00) per annum for any full calendar year during the term hereof.

30. RENTS, ETC. TO BE INCLUDED IN ASSESSMENTS BY LESSEE: Lessee,

44-5602  
PAGE 180  
44-5563  
PAGE 126

in the administration and operation of POMPADOUR BEACH CLUB, a condominium, aforementioned herein, agrees with Lessor during the term of this Lease to include in the budget of POMPADOUR BEACH CLUB, a condominium, each year an allocation to cover rent due hereunder and cost of insurance, taxes and other expenses which Lessee has obligated itself to pay under this Lease and as such monies shall therefore be included in the annual assessment levied by Lessee against the owner or owners of apartments in the condominium. This is a covenant for the benefit of the Lessor and may be enforced by the Lessor.

31. LESSOR'S LIEN ON CONDOMINIUM PARCEL: Lessor shall have a lien on each condominium parcel, as defined by Chapter 711, Florida Statutes, the same being the Condominium Act, in POMPADOUR BEACH CLUB, a condominium, for any unpaid portion of any assessment made by the Lessee for the purpose of permitting the Lessee to pay the rental and taxes on the property subject to this Lease. Said lien shall also secure reasonable attorneys' fees incurred by the Lessor incident to the collection of such unpaid portion or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and date when due and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall include only the unpaid portion of assessments which are due and payable to the Lessor when the claim of lien is recorded. Upon full payment, the owner of the condominium parcel and the Lessee shall be entitled to a recordable Satisfaction of Lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. Such liens may be foreclosed by suit brought in the name of the Lessor in like manner as a foreclosure of a mortgage on real

MI 5602 PAGE 181  
MI 5668 PAGE 127

property. In any such foreclosure the owner of a condominium parcel shall be required to pay a reasonable rental for the condominium parcel, and the Lessor shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid portion or portions of assessments may be maintained without waiving the lien securing the same.

32. LESSOR'S RESERVATION TO MAKE ADDITIONAL LEASES: The Lessor shall have the right to enter into a lease agreement covering the lands leased hereby with the owners or occupants or condominium association of an apartment building containing not more than 288 apartments to be erected immediately adjoining Pompano Beach Club, Phase 1, on the north. The owners or occupants of apartments of the building to be so built will pay the same rental as the members of the Lessee and the maintenance costs and other costs required by Lessee herein to be paid shall be shared proportionately between the owners or occupants of Lessee and said additional building in the same ratio as the number of apartments in each building bears to the total number of apartments in both buildings.

In the event of such additional lease, then Lessee and the other lessee shall, acting by their respective Boards of Directors, each be entitled to appoint three (3) members to a board of governors, which board shall manage and govern the use of the leased premises in the same manner as a board of directors of a corporation, with powers to establish assessments for maintenance, insurance premiums, taxes and other costs required by Lessee herein to be paid, and to establish rules and regulations for the leased premises.

33. GENDER: It is understood and agreed by and between the parties that the use herein of the plural shall include the singular, and use of the singular shall include the plural; the use of the masculine gender shall include all genders, and the use of the neuter gender shall include all genders; the use of the words "Lessor" and "Lessee" shall include their heirs, representatives, successors and assigns.

34. COVENANTS TO BIND SUCCESSORS AND ASSIGNS: The covenants and agreements contained in this Lease, including but not limited to the

covenants and agreements to pay the rent reserved hereunder, shall be binding upon and shall inure to the benefit of the Lessor, or his successors and assigns, and the Lessee and its successors and assigns, including, in the event of the termination of POMPANO BEACH CLUB, a condominium, prior to the expiration of the term of this lease, the members of the Association at the time of the termination.

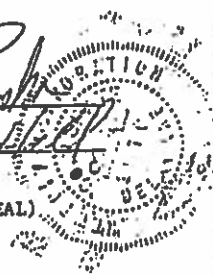
IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their proper officers, and their seals to be affixed, the day and year first above-written.

Signed, sealed and delivered in the presence of:

W. L. Linton, Jr.  
Barbara Johnson  
As to "Lessor"

NEWPORT CORPORATION

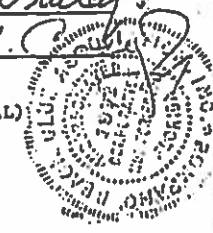
By: [Signature]  
Attest: [Signature]  
(CORPORATE SEAL)



George R. Prochaska  
[Signature]  
As to "Lessee"

POMPANO BEACH CLUB ASSOCIATION, INC.

By: Charles H. Bailey  
Attest: [Signature]  
(CORPORATE SEAL)



STATE OF FLORIDA )  
COUNTY OF BROWARD)

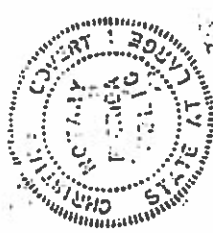
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County last aforesaid to take acknowledgments, personally appeared George R. Prochaska and James W. Hall, well known to me to be the President and Secretary-Treasurer, respectively, of the corporation named as "Lessor" in the foregoing Lease, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of December, 1973.

My commission expires: 2/17/77

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
COMMISSION EXPIRES FEB. 17, 1977

W. L. Linton, Jr.  
Notary Public, State of Florida at Large



OFF 5692 PAGE 183  
OFF 5568 PAGE 129



STATE OF FLORIDA )  
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County last aforesaid to take acknowledgments, personally appeared John J. ... and ... well known to me to be the ... and ... respectively, of the corporation named as "Lessee" in the foregoing Lease, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of December, 1973.

My commission expires: 12/20/76

...  
Notary Public, State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC. 20, 1976  
~~PLEASE PRINT FULL NAME AND ADDRESS~~



RECORDED BY THE (OFFICIAL RECORDS) DEPT.  
OF BROWARD COUNTY, FLORIDA  
E. M. STROBEL  
COUNTY COMPTROLLER

RECORDED BY THE (OFFICIAL RECORDS) DEPT.  
OF BROWARD COUNTY, FLORIDA  
E. M. STROBEL  
COUNTY COMPTROLLER

9115602 REC 184

9115563 REC 130

SCHEDULE OF EXHIBITS TO PROSPECTUS (OFFERING CIRCULAR)

POMPANO BEACH CLUB CONDOMINIUM

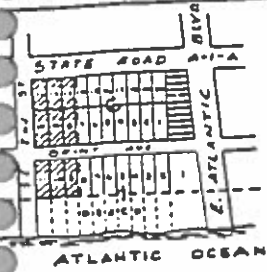
- Exhibit A      Site Plan
- Exhibit B      Declaration of Condominium
- Exhibit C      Amendments to the Declaration of Condominium
- Exhibit D      Amendment to the lease which appears as Exhibit "F"  
to the Declaration of Condominium
- Exhibit E      Estimated operating budget for the condominium and  
schedule of unit owners' expenses
- Exhibit F      Form of Agreement for Purchase and Sale
- Exhibit G      Management Agreement

Articles of Incorporation of the Association. These are attached to the Declaration of Condominium as Exhibit D thereto.

Bylaws of the Association. These are attached to the Declaration of Condominium as Exhibit E thereto.

Lease of recreation and other common facilities to be used by unit owners in common with unit owners of Pompano Beach Club North Condominium. These are attached to the Declaration of Condominium as Exhibit F thereto.

WILTON DRIVE



DESCRIPTION OF CONDOMINIUM SITE

Lots 8, 9, 10 and the South 17 Ft. of Lot 7, Block 6, Lots 11, 12, 13 and the South 17 Ft. of Lot 14, LESS the West 15 Ft. of said Lots 11 through 14, Block 6.  
POMPANO BEACH  
BLOUNT BROS REALTY CO'S SUBDIVISION

As recorded in Plat Book 2, page 43, of the Public Records of Broward County, Florida.

LOCATION SKETCH N.T.S.

DESCRIPTION OF RECREATION LEASE AREA

Lots 9, 10, 11 and the South 22 Ft. of Lot 8, Block 1, POMPANO BEACH  
BLOUNT BROS REALTY CO'S SUBDIVISION

As recorded in Plat Book 2, page 43, of the Public Records of Broward County, Florida.

bearing 26° 13' 47.5"  
WEST 80° 15' 26.5"  
length 255' 3" sea level  
(77.8 meters)

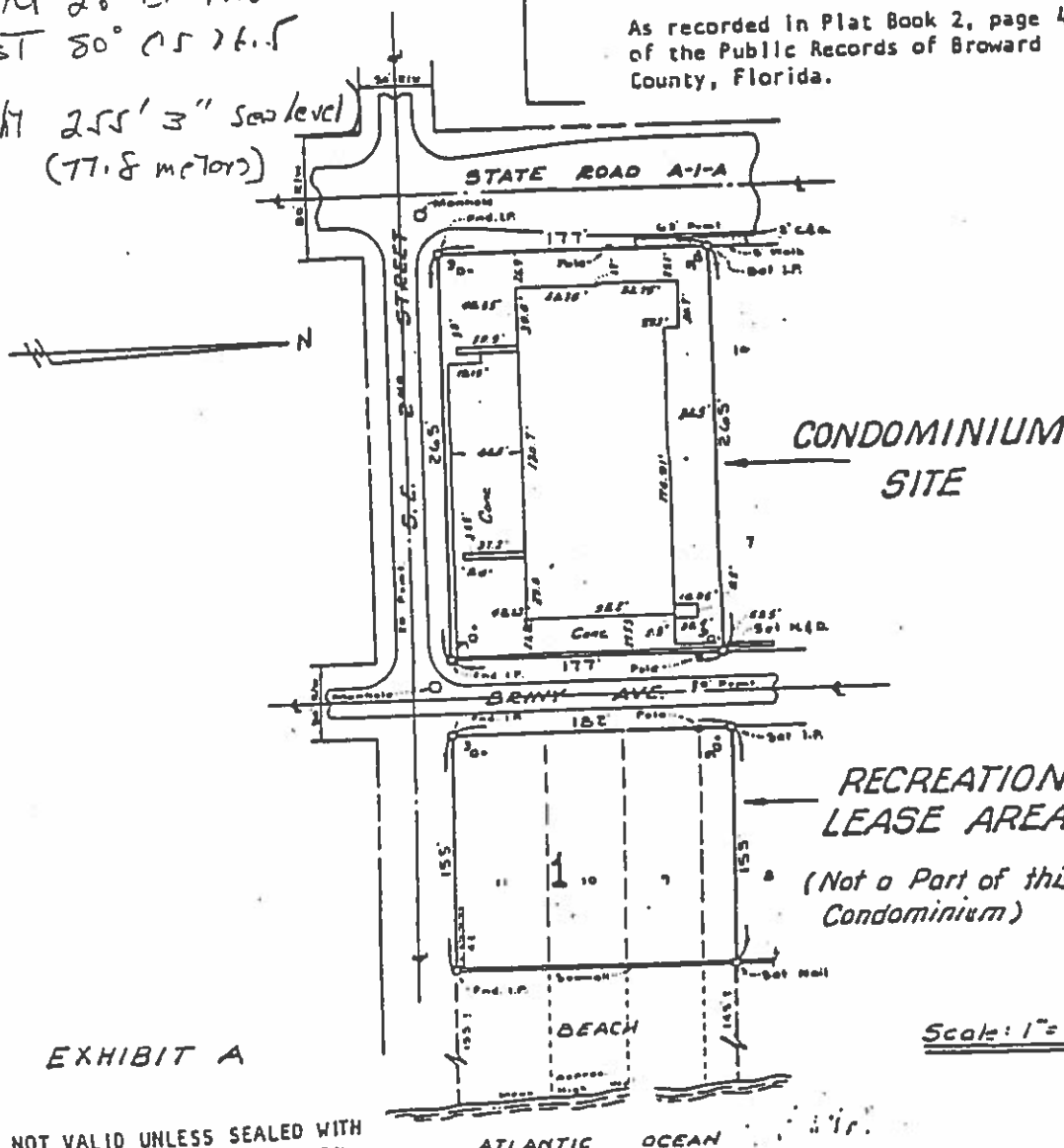


EXHIBIT A

Scale: 1" = 100'

NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY BY SET IRON PIPE AS INDICATED ON THIS SKETCH AND THAT SAID ABOVE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT BY THE FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS AND THE I

FOUND IN THE FOREGOING TITLE CAPTION AND HAVE SURVEYED AND SKETCH ARE ACCURATE AND CORRECT AND MEETS THE MINIMUM REQUIREMENTS ADOPTED BY THE FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS AND THE I

REVISIONS	DATE	BY
Revised to Condominium	12-27-73	J.S.
SPAT	1-25-74	J.S.

REGIST. DATE 12-21-73

STATE OF FLORIDA SURVEYOR NO. 2162 - STATE OF FLORIDA

ENCASD BY [Signature] FIELD NO. 400-71



ARTICLES OF INCORPORATION  
OF  
POMPANO BEACH CLUB RECREATION CENTER, INC.

100 Briny Avenue  
Pompano Beach, Florida 33062

\_\_\_\_\_

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

**ARTICLE I**  
**Name**

The name of the corporation shall be POMPANO BEACH CLUB RECREATION CENTER, INC., which corporation shall hereinafter be referred to as the Association.

**ARTICLE II**  
**Purpose**

The purpose for which the Association is organized is to provide an entity for the operation and maintenance of the recreational facility and parking garage facility either jointly owned or operated by Pompano Beach Club Association, Inc. and Pompano Beach Club North Association, Inc., and which is situated on the following described real property ("Facility"), to wit:

Lots 5, 6, 7, 8, 9, 10 and 11, Block 1, Pompano Beach Blount Bros. Realty Co's Subdivision as recorded in Plat Book 2, Page 43, of the Public Records of Broward County, Florida.

**ARTICLE III**  
**Powers**

The powers of the Association shall include, and shall be limited by, the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida which are not in conflict with the terms of these Articles.

2. The Association shall have all of the powers and duties set forth in the Florida Not-For-Profit Corporation Act as well as those bestowed upon the Association pursuant to the Florida Condominium Act, except as limited by these Articles and the Association's By-Laws, and all of the powers and duties reasonably necessary to operate the Facility as set forth in said By-Laws, including but not limited to the following:

(a) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the

Facility.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To buy or lease personal property for the benefit of the Association's members, and to sell or otherwise dispose of property so acquired.

(d) To undertake the maintenance, repair, replacement and operation of the Facility, or property leased by the Association for use by its members.

(e) To purchase insurance upon the Facility and insurance for the protection of the Association and its members.

(f) To reconstruct the Facility improvements after casualty and construct further improvements of the Facility, as needed.

(g) To make and amend reasonable regulations respecting the use of the Facility; provided, however, that after the first appointment of Governors by the members of the Association, all such regulations and amendments thereto shall be approved by a majority of the votes of the Board of Governors of the Association before such shall become effective.

(h) To enforce by legal means the provisions of these Articles of incorporation, the By-Laws of the Association and the rules and regulations for the use of the Facility.

(i) To contract for the management of the Facility, and to delegate such management duties to a qualified person, firm, or corporation, as to all powers and duties of the Association except such as are specifically required by the By-Laws to have approval of the Board of Governors.

(j) To contract for the management and operation of portions of the Facility susceptible to separate management and operation, and to lease the same.

(k) To employ personnel necessary to perform the services required for proper operation of the Facility.

3. All funds and the titles to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of these Articles of Incorporation and the By-Laws.

4. The Association shall make no distribution of its income to its members, Governors or Officers.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of these Articles and the Association's By-Laws.

**ARTICLE IV**  
**Allocation of Costs**

1. Pompano Beach Club Association, Inc. shall be responsible for fifty-one and one-half percent (51½ %) of the entire budget, including but not limited to all costs, expenses, assessments and special assessments. Pompano Beach Club North Association, Inc. shall be responsible for forty-eight and one-half percent (48½ %) of the entire budget, including but not limited to all costs, expenses, assessments and special assessments. In addition, the responsibility for all shared partitions and demarcation lines between the Facility and the appurtenant Members shall be allocated in the percentage amounts set forth in this Section 1 of Article IV. However, notwithstanding the foregoing, Pompano Beach Club Association, Inc. shall be responsible for all costs associated with maintenance, repair and replacement of the South twenty-six (26) feet of the garage facility. Pompano Beach Club North Association, Inc. shall be responsible for all costs associated with maintenance, repair and replacement of the North twenty-eight (28) feet of the garage facility. In addition, the responsibility for all shared partitions and demarcation lines between the respective facility and the appurtenant Members shall be allocated in the percentage amounts set forth in this Section 1 of Article IV.

**ARTICLE V**  
**Members**

1. The members of the Association shall consist of Pompano Beach Club Association, Inc. and Pompano Beach Club North Association, Inc.
2. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her apartment.
3. Each member shall be entitled to one (1) vote for each Governor serving on behalf of such member.

**ARTICLE VI**  
**Governors**

1. The affairs of the Association will be managed by a Board consisting of six (6) Governors. The Board of Governors is comprised of three (3) Governors from Pompano Beach Club North Association, Inc. and three (3) Governors from Pompano Beach Club Association, Inc.
2. The Governors of the Association shall be appointed by each members' Board of Directors at each members' respective annual meeting. Governors may be removed, and vacancies on the Association's Board of Governors shall be filled by a majority vote of the Board of Directors of the member which was represented by the Governor sought to be replaced.
3. The current Board of Governors shall serve until the date of each members' respective annual meetings. Thereafter, each Governor shall serve for a term of one (1) year.
4. The names and addresses of the Governors of the first Board of Governors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
ANTHONY CUSANELLI	101 Briny Avenue, #902 Pompano Beach, Florida 33062
SHEILA BLACKMAN	111 Briny Avenue, PH-8 Pompano Beach, Florida 33062
JACK MARCUS	101 Briny Avenue, #503 Pompano Beach, Florida 33062
KAREN ANN CRISSY	111 Briny Avenue, #608 Pompano Beach, Florida 33062
LEO SWARTZ	101 Briny Avenue, #1502 Pompano Beach, Florida 33062
MARION TEKEJIAN	111 Briny Avenue, #408 Pompano Beach, Florida 33062

**ARTICLE VII**  
**Officers**

The affairs of the Association shall be administered by the Officers named in these Articles of Incorporation until they are removed or their successors are elected. After the first election of Governors by the membership of the Association, the Officers shall be elected by the Association's Board of Governors, which Officers shall serve at the pleasure of the Association's Board of Governors. The names and addresses of the Officers who shall serve until their successors are designated are as follows:

<u>Name and Address</u>	<u>Office</u>
ANTHONY CUSANELLI 101 Briny Avenue, #902 Pompano Beach, Florida 33062	President
SHEILA BLACKMAN 111 Briny Avenue, PH-8 Pompano Beach, Florida 33062	Vice President
JACK MARCUS 101 Briny Avenue, #503 Pompano Beach, Florida 33062	Secretary
KAREN ANN CRISSY 111 Briny Avenue, #608 Pompano Beach, Florida 33062	Treasurer

**ARTICLE VIII**  
**Indemnification**

Every Governor, and every Officer of the Association, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by,



or imposed upon him, in connection with any proceeding 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 Governor or Officer of the Association, whether or not he is a Governor or Officer at the time such expenses are incurred, except in such cases wherein the Governor or Officer is adjudged guilty of willful misfeasance of malfeasance in the performance of his duties; provided that in the event of a settlement before entry of judgment, the indemnification shall apply only when the Association's Board of Governors approve such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Governor or Officer may be entitled.

**ARTICLE IX**  
**By-Laws**

The first By-Laws of the Association may be altered, amended or rescinded in the manner provided by the By-Laws.

**ARTICLE X**  
**Amendments**

Amendments to these Articles of Incorporation 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 considered.

2. A resolution approving a proposed amendment may be proposed by either the Association's Board of Governors, or by any member thereof. Governors not present in person, or by proxy, at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Association at, or prior to, the meeting. Except as elsewhere provided.

(a) Such approval must be by not less than 66 2/3% of the Association's Board of Governors.

3. The composition of the Board of Governors as set forth in Article V, Section 1 herein, may not be amended unless approved by eighty percent (80%) of the Board of Governors.

4. No amendment shall make any changes in the qualifications for membership or in the voting rights of members, or any change in Paragraphs 3 and 4 of Article III hereof, without approval in writing by all Governors.

5. A copy of each amendment to the Articles of Incorporation as approved shall be accepted and certified by the Secretary of State and recorded in the public records of Broward County, Florida.

**ARTICLE XI**  
**Term**

The term of the Association shall be perpetual unless the Association is terminated sooner by unanimous action of its members.

**ARTICLE XII**  
**Subscribers**

The names and addresses of the subscribers of these Articles of Incorporation are as-follows:

<u>Name</u>	<u>Address</u>
ANTHONY CUSANELLI	101 Briny Avenue, #902 Pompano Beach, Florida 33062
SHEILA BLACKMAN	111 Briny Avenue, PH-8 Pompano Beach, Florida 33062
JACK MARCUS	101 Briny Avenue, #503 Pompano Beach, Florida 33062
KAREN ANN CRISSY	111 Briny Avenue, #608 Pompano Beach, Florida 33062
LEO SWARTZ	101 Briny Avenue, #1502 Pompano Beach, Florida 33062
MARION TEKEJIAN	111 Briny Avenue, #408 Pompano Beach, Florida 33062

**ARTICLE XIII**  
**Interpretation and Conflict**

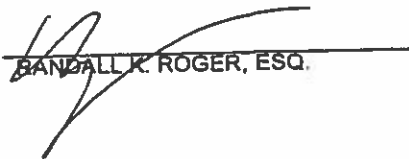
Notwithstanding and all interpretations and conflicts that may ensue on any and all matters stated within these Articles of Incorporation, except as hereinafter excluded, any and all existing laws or hereinafter duly promulgated laws take precedence over any and all articles and amendments to these Articles of Incorporation. This will not in any instance permit for the change in the structuring of the respective vote to each unit owner nor will this permit for any structural change which could adversely affect any owners' existing right of ownership nor the rights of any only recorded mortgages.

**ARTICLE XIV**

**INITIAL REGISTERED OFFICE ADDRESS**  
**AND NAME OF REGISTERED AGENT**

The registered office of this corporation shall located at 100 Briny Avenue, Pompano Beach, Florida 33062. The registered agent shall be Randall K. Roger & Associates, P.A. 621 NW 53<sup>rd</sup> Street, Suite 300, Boca Raton, Florida 33487, with the privilege of having its office and branch offices at other places within or without the State of Florida.

IN WITNESS WHEREOF, the subscriber has affixed his signature this 8 day of FEBRUARY, 2008.

  
RANDALL K. ROGER, ESQ.




ACCEPTANCE OF APPOINTMENT  
OF  
REGISTERED AGENT

The undersigned hereby accepts the appointment as registered agent contained in the foregoing Articles of Incorporation.

  
\_\_\_\_\_  
RANDALL K. ROGER, President

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribers of this Association,

have executed these Articles of Incorporation this 7 day of February, 2007.

  
\_\_\_\_\_  
ANTHONY CUSANELLI  
  
\_\_\_\_\_  
SHEILA BLACKMAN  
  
\_\_\_\_\_  
JACK MARCUS

  
\_\_\_\_\_  
KAREN ANN CRISSY  
  
\_\_\_\_\_  
LEO SWARTZ

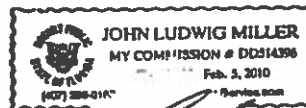
STATE OF FLORIDA Fla )  
  ) : ss.:  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared ANTHONY CUSANELLI, SHEILA BLACKMAN, JACK MARCUS, KAREN ANN CRISSY and LEO SWARTZ to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same.

SWORN TO AND SUBSCRIBED before me this 7 day of Feb, 2007.

Notary Public State of Florida

My commission Expires:



Marion Tekejian  
MARION TEKEJIAN

STATE OF Florida )  
COUNTY OF Palm Beach ) ss.:

BEFORE ME, the undersigned authority, personally appeared MARION TEKEJIAN to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same.

SWORN TO AND SUBSCRIBED before me this 7 day of Feb., 2007.

Notary Public State of Florida

My commission Expires:



4,728.00

WARRANTY DEED

THIS INDENTURE, made this 31st day of December, A.D. 1979 between NEWPORT CORPORATION, a corporation existing under the laws of the State of Delaware, having its principal place of business in the County of Broward and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the first part, and 48% undivided interest to POMPANO BEACH CLUB NORTH ASSOCIATION, INC., and 52% undivided interest to POMPANO BEACH CLUB ASSOCIATION, INC., as tenants in common, of the County of Broward and State of Florida, parties of the second part.

G-Grant. FD ADPRTSS 111 Remy Ave Pompano Beach, FL WITNESSETH:

That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 Dollars, to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land situate, lying and being in the County of Broward and State of Florida, to wit:

Lots 5, 6, 7, 8, 9, 10 and 11, Block 1, POMPANO BEACH BLOUNT BROS. REALTY CO.'S SUBDIVISION as recorded in Plat Book 2, Page 43, of the Public Records of Broward County, Florida.

SUBJECT TO:

- 1. Taxes for the year 1979 and all subsequent years;
2. Zoning and/or restrictions and prohibitions imposed by governmental authorities;
3. Restrictions, limitations, reservations and easements appearing of record;
4. The Declarations of Condominium for Pompano Beach Club, a Condominium and Pompano Beach Club North, a Condominium, recorded amongst the Public Records of Broward County, Florida, at Official Records Book 5602, Page 103 and Official Records Book 6380, Page 857, respectively;
5. The Long-Term Lease Agreements, as amended, and as recorded in Official Records Book 5568, Page 109 and Official Records Book 5709, Page 182, of the Public Records of Broward County, Florida, respectively.

IT IS THE INTENT OF THE PARTIES HERETO THAT THE SAID LONG-TERM LEASE AGREEMENTS SHALL NOT MERGE WITH THE ABOVE-DESCRIBED FEE SIMPLE TITLE BUT RATHER SAID LONG-TERM LEASE AGREEMENTS SHALL REMAIN IN FULL FORCE AND EFFECT.

AND the party of the first part hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Return to Winn Farnsworth 6570 N Andrews Av Ft Lauderdale, FL 33301

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE 998.00
STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE 732.00 998.00 998.00

Jan 2 9 33 AM '80

RE 9647 PAGE 468

cc

IN WITNESS WHEREOF, the parties have caused these presents to be signed in their names by their proper officers, and their corporate seals to be affixed and attested by their secretaries, the day and year above written.

Signed, Sealed And Delivered  
In The Presence Of:

*[Signature]*  
*[Signature]*

PARTY OF THE FIRST PART:  
NEWPORT CORPORATION

By: *[Signature]* PRES.  
Attest: *[Signature]* S.P.

(CORPORATE SEAL)

ACCEPTED BY PARTIES OF THE  
SECOND PART:

POMPANO BEACH CLUB NORTH ASSO-  
CIATION, INC.

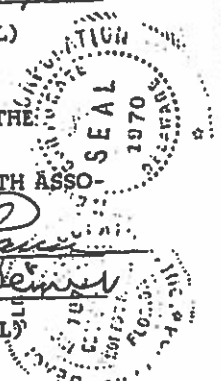
By: *[Signature]*  
Attest: *[Signature]*

(CORPORATE SEAL)

POMPANO BEACH CLUB ASSOCIATION  
INC

By: *[Signature]*  
Attest: *[Signature]* Sec

(CORPORATE SEAL)



RE 8647 REC-469

STATE OF )  
                  ) ss.  
COUNTY OF )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Joseph C. Barreiro and Mark E. Steink, the President and vice-president, respectively, of NEWPORT CORPORATION, to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 31<sup>st</sup> day of December, 1979.

Warren Reumann  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 27 1983  
BONDED BY GENERAL INS. COMPANY



STATE OF )  
                  ) ss.  
COUNTY OF )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, John R. Melton and Jane E. Smith, the President and Secretary, respectively, of POMPANO BEACH CLUB NORTH ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said association.

WITNESS my hand and official seal in the County and State last aforesaid this 31<sup>st</sup> day of December, 1979.

Warren Reumann  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 27 1983  
BONDED BY GENERAL INS. COMPANY



RE 8647 REC 170

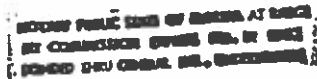
STATE OF )  
                  ) ss.  
COUNTY OF )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Edson P. Lem and Flora R. Smith, the President and Secretary, respectively, of POMPANO BEACH CLUB ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said association.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of December, 1979.

William Robinson  
Notary Public

My Commission Expires:



REF 8647 P-471

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
COUNTY ADMINISTRATOR



PROPOSED AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OF  
POMPANO BEACH CLUB, A CONDOMINIUM

RECORDED 4-17-96 10:58 A.M.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS  
DELETED ARE LINED THROUGH WITH HYPHENS.

Proposed amendment to delete the current Proviso of Article  
10, Section 10.8 of the Declaration of Condominium and replace it  
as follows:

~~10.8 Proviso. Provided, however, that until Developer has  
completed all of the contemplated improvements and closed the  
sales of all of the apartments of the condominium, neither the  
apartment owners nor the Association nor the use of the  
condominium property shall interfere with the completion of  
the contemplated improvements and the sale of the apartments.  
Developer may make such use of the unsold units and common  
areas without charge as may facilitate such completion and  
sale, including but not limited to maintenance of a sales  
office, the showing of the property and the display of signs.~~

The maintenance, keeping, breeding, boarding and/or raising of  
animals, livestock, or poultry of any kind, regardless of  
number, shall be and is hereby prohibited within any Unit or  
upon the Common Elements. This shall include all pets except  
those pets residing in the Condominium prior to the recording  
of this amendment and upon the demise or disposition of such  
pets, there shall be no replacement. Guests shall not be  
permitted within any unit or upon the common elements if they  
are accompanied by any pet, animal or livestock of any kind.

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

DK 24755PC6

Please place with your condominium documents

E. Results of Special Board Meeting April 22, 1996

The above incidents necessitated a special Board of Directors  
meeting and subsequent ruling that requires that after May 22, 1996,  
all pets "grandfathered" in the building (i.e., all animals that were  
in occupancy in the building prior to April 17, 1996) must be  
transported through the common areas in an approved container of the  
type used to transport pets on the airlines. The common areas include  
all of the hallways, stairwells, elevators, lobby and garage, etc.

In addition, the Board decided that satisfactory proof that the  
pet resided in the apartment prior to April 17, 1996. The owner must  
also provide the board with a photograph of the pet along with the  
owner as evidence of age, breed and ownership. Once this animal dies  
no other pet will be allowed to occupy the apartment.

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OF  
POMPANO BEACH CLUB, A CONDOMINIUM

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

1. Article 10, Section 10.8 of the Declaration of Condominium is amended to read as follows:

~~10.8 Provide. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas without charge as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.~~

The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon the Common Elements, except as provided hereinafter. This shall include all pets except those pets residing in the Condominium prior to the recording of this amendment and upon the demise or disposition of such pets, there shall be no replacement, except as provided hereinafter. Guests shall not be permitted within any unit or upon the common elements if they are accompanied by any pet, animal or livestock of any kind. Unit owners may keep one cat, dog or caged bird and/or other small mammal and reptile normally kept as household domestic pets, provided however pets may not exceed twenty (20) pounds in weight. Pets shall not be permitted upon the common areas of the condominium property unless accompanied by an adult and unless they are carried or leashed. Any member who keeps or maintains any pet upon any portion of the condominium property shall be deemed to have indemnified and agreed to hold the Association and each of its members free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium project. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises, or to charge such person for any extraordinary costs of maintaining the Common Elements caused by the presence of the pet. The payment and collection of this charge shall be in accordance with the terms providing for payment and collection of assessments in these Bylaws, the Declaration of Condominium and the Condominium Act, including, without limitation, the right reserved to the Board of Directors to accelerate payment of assessments and the right to recover attorney's fees and costs.

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

**Certificate of Amendment to the  
Declaration of Condominium for  
Pompano Beach Club, a Condominium**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium for Pompano Beach Club Association, Inc. ("Declaration"), as described in Official Records Book 5602 at Page 103 of the Public Records of Broward County, Florida was/were duly adopted in accordance with the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 21 day of July, 2007, at Pompano Beach (City), Broward County, Florida.

By: Sheila Blackman

Print: SHEILA BLACKMAN

Attest: Marion Tekejian

Print: Marion Tekejian

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24 day of July, 2007, by SHEILA BLACKMAN as President and MARION TEKEJIAN as Secretary of \_\_\_\_\_, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

sign Rosalie Ingram



Rosalie Ingram  
My Commission DD368458  
Expires November 03 2008

AMENDMENTS  
TO THE DECLARATION OF CONDOMINIUM OF POMPANO BEACH CLUB  
AND THE BY-LAWS OF  
POMPANO BEACH CLUB ASSOCIATION, INC.

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

5. Maintenance, alteration and improvement. Responsibility for the maintenance of the condominium property and restrictions upon its alteration and its improvement shall be as follows:

5.1 Apartments.

...

b. By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

...

(5) To secure, install and maintain either hurricane shutter protection or impact resistant glass ("Impact Glass") pursuant to the standards adopted by the Association. Such installation shall not be deemed a material alteration in accordance with the pertinent provisions of this Declaration. Such hurricane shutter protection or Impact Glass shall assure that all exterior windows and glass doors, including sliding glass doors, are fully covered, to protect the apartment and the Condominium. The expense for the acquisition, installation and maintenance of the shutters or Impact Glass shall be the responsibility of the owner of the apartment. Such installed hurricane shutters or Impact Glass must meet those specifications for same as have been adopted by the Association, including, but not necessarily limited to, specifications concerning color, design and installation, and must comply in all respects with the relevant Building Code, as in effect for the City of Pompano Beach and the County of Broward at the time of any such installation.

i. Each apartment owner must promptly commence installation of hurricane shutters or Impact Glass, as described herein, meeting the above-noted standards upon the effective date of this provision and complete such installation by June 1, 2007.

ii. The term, "effective date," as used herein, means the date on which this provision was approved and adopted by the members.

iii. It shall be the responsibility of each apartment owner to maintain such shutters or Impact Glass in good working condition at all times at the apartment owner's expense.

iv. Once hurricane shutters or Impact Glass are installed, the apartment owner shall furnish the Association with a final inspection report from the City of Pompano Beach or a signed affidavit attesting to same. Notwithstanding, in order to determine that installed shutters or Impact Glass are being properly installed

and/or maintained, the Association shall have a right of entry to any apartment for such purpose during reasonable hours.

v. The Association shall also have the right, when necessary to fulfill its fiduciary responsibilities to protect the Condominium, to install, remove and/or alter as may be necessary any part of the windows' shutters (to include installation of non-existent or defective shutters), and the costs incurred in said removal, alteration or any necessary repair or replacement of same incurred in the Association's attendance to its maintenance responsibilities shall be that of the owner of the apartment of said hurricane shutters or Impact Glass. Should it be determined, in the sole discretion of the board of directors, that any part or parts of an apartment's shutters or Impact Glass are not properly maintained, the Association will have the right, upon fifteen (15) days notice, to enter upon the property to correct such condition(s), which entry shall not be deemed a trespass, and the costs incurred in correcting such deficient maintenance or removing, altering, repairing or replacing same shall be charged to the appropriate owner of the apartment. Said costs shall be a special assessment and shall create a lien against the affected apartment(s) enforceable in the same manner as other assessments as set forth elsewhere in this Declaration. The owner of the apartment shall promptly pay all amounts due for such work, and the costs of collection may be added, at the option of the board of directors, to the amounts payable by each such apartment owner as a special assessment.

vi. Failure of an apartment owner to comply with the requirement that such apartment owner install shutters or Impact Glass is subject to the remedies available to the Association pursuant to law, as same may be amended from time to time, and pursuant to the governing documents, including the imposition of a fine (as provided under Chapter 718, Florida Statutes, as amended from time to time).

...

5.2 Common elements.

a. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense. The Association shall also maintain all areas leased to it for recreational or other purposes whether the same are condominium units or are contiguous to the condominium property or not or whether Association retains said lease in its own name or subleases undivided percentages to the apartment owners in the condominium. In addition to the foregoing, the Association shall attend to the installation, maintenance and operation all hurricane shutters or impact resistant glass on common element windows and/or exterior doors in a Code compliant manner. In the event any window and/or exterior door on the common elements is not protected by hurricane shutters or impact resistant glass, the Board of Directors shall be authorized to install same, at the Association's sole expense. Such installation shall not be deemed a material alteration in accordance with the pertinent provisions of this Declaration.

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

**Certificate of Amendment to the  
Declaration of Condominium for Pompano Beach Club,  
a Condominium**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium for Pompano Beach Club, a Condominium ("Declaration"), as described in Official Records Book 5602 at Page 103 of the Public Records of Broward County, Florida was/were duly adopted in accordance with the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 16 day of July, 2007, at Pompano Beach (City), Broward County, Florida.

By: Stella Blackman

Print: STELLA BLACKMAN

Attest: Marion Tekejian

Print: Marion Tekejian

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17 day of July, 2007, by Stella Blackman as President and Marion Tekejian as Secretary of Pompano Beach Club, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

sign: Karen Ann Crissy

NOTARY PUBLIC-STATE OF FLORIDA  
Karen Ann Crissy  
Commission # DD381230  
Expires: DEC. 21, 2008  
Bonded Thru Atlantic Bonding Co., Inc.

AMENDMENTS  
TO THE DECLARATION OF CONDOMINIUM OF POMPANO BEACH CLUB  
AND THE BY-LAWS OF  
POMPANO BEACH CLUB ASSOCIATION, INC.

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

Declaration of Condominium of Pompano Beach Club Association, Inc.

1. Amendment to Article 5, as follows:

5. Maintenance, alteration and improvement. Responsibility for the maintenance of the condominium property and restrictions upon its alteration and its improvement shall be as follows:

5.1 Apartments.

...

b. By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

...

(5) To secure, install and maintain either hurricane shutter protection or impact resistant glass ("Impact Glass") pursuant to the standards adopted by the Association. Such installation shall not be deemed a material alteration in accordance with the pertinent provisions of this Declaration. Such hurricane shutter protection or Impact Glass shall assure that all exterior windows and glass doors, including sliding glass doors, are fully covered, to protect the apartment and the Condominium. The expense for the acquisition, installation and maintenance of the shutters or Impact Glass shall be the responsibility of the owner of the apartment. Such installed hurricane shutters or Impact Glass must meet those specifications for same as have been adopted by the Association, including, but not necessarily limited to, specifications concerning color, design and installation, and must comply in all respects with the relevant Building Code, as in effect for the City of Pompano Beach and the County of Broward at the time of any such installation.

i. Each apartment owner must promptly commence installation of hurricane shutters or Impact Glass, as described herein, meeting the above-noted standards upon the effective date of this provision and complete such installation by June 1, 2007.

ii. The term, "effective date," as used herein, means the date on which this provision was approved and adopted by the members.

iii. It shall be the responsibility of each apartment owner to maintain such shutters or Impact Glass in good working condition at all times at the apartment owner's expense.

iv. Once hurricane shutters or Impact Glass are

installed, the apartment owner shall furnish the Association with a final inspection report from the City of Pompano Beach or a signed affidavit attesting to same. Notwithstanding, in order to determine that installed shutters or Impact Glass are being properly installed and/or maintained, the Association shall have a right of entry to any apartment for such purpose during reasonable hours.

v. The Association shall also have the right, when necessary to fulfill its fiduciary responsibilities to protect the Condominium, to install, remove and/or alter as may be necessary any part of the windows' shutters (to include installation of non-existent or defective shutters), and the costs incurred in said removal, alteration or any necessary repair or replacement of same incurred in the Association's attendance to its maintenance responsibilities shall be that of the owner of the apartment of said hurricane shutters or Impact Glass. Should it be determined, in the sole discretion of the board of directors, that any part or parts of an apartment's shutters or Impact Glass are not properly maintained, the Association will have the right, upon fifteen (15) days notice, to enter upon the property to correct such condition(s), which entry shall not be deemed a trespass, and the costs incurred in correcting such deficient maintenance or removing, altering, repairing or replacing same shall be charged to the appropriate owner of the apartment. Said costs shall be a special assessment and shall create a lien against the affected apartment(s) enforceable in the same manner as other assessments as set forth elsewhere in this Declaration. The owner of the apartment shall promptly pay all amounts due for such work, and the costs of collection may be added, at the option of the board of directors, to the amounts payable by each such apartment owner as a special assessment.

vi. Failure of an apartment owner to comply with the requirement that such apartment owner install shutters or Impact Glass is subject to the remedies available to the Association pursuant to law, as same may be amended from time to time, and pursuant to the governing documents, including the imposition of a fine (as provided under Chapter 718, Florida Statutes, as amended from time to time).

...

## 5.2 Common elements.

a. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense. The Association shall also maintain all areas leased to it for recreational or other purposes whether the same are condominium units or are contiguous to the condominium property or not or whether Association retains said lease in its own name or subleases undivided percentages to the apartment owners in the condominium. In addition to the foregoing, the Association shall attend to the installation, maintenance and operation all hurricane shutters or impact resistant glass on common element windows and/or exterior doors in a Code compliant manner. In the event any window and/or exterior door on the common elements is not protected by hurricane shutters or impact resistant glass, the Board of Directors shall be authorized to install same, at the Association's sole expense. Such installation shall not be deemed a material alteration in accordance with the pertinent provisions of this Declaration.

2. Amendment to Article 12, as follows:



12. Compliance and default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of an apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act.

...

12.4 In addition to any other remedy available to the Association hereunder, and pursuant to Chapter 718, Florida Statutes, as they may be amended from time to time, the Board may levy fines against an apartment owner, tenant or guest for violations of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, and the Regulations of the Association, as they may exist from time to time. Such fines must be levied in accordance with the provisions of Chapter 718, Florida Statutes, as they may be amended from time to time.

By-Laws of Pompano Beach Club Association, Inc.

1. Amendment to Article 2, as follows:

2. Members' meetings

.1 The annual members' meetings shall be held at the office of the corporation at ~~three o'clock p.m. Eastern Standard Time, on the third Friday in February of each year at a time and date determined by the Board, in its sole discretion,~~ for the purpose of electing directors and transacting any other business authorized to be transacted by the members; ~~provided that if the date for the first annual meeting of members subsequent to relinquishment of control by Developer is less than six months after the first election of directors by the membership of the Association, the first annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.~~

2. Amendment to Article 3, as follows:

3. Directors

.1 Membership. The affairs of the Association shall managed by a board of ~~not less than three nor more than eleven~~ seven (7) directors, ~~the exact number to be determined at the time of election. Each director must be a record owner, or the spouse of a record owner, to be qualified to serve on the Board of Directors.~~

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

(a) Election of directors shall be held at the annual members' meeting.

(b) Any owner or other eligible person desiring to be a

~~candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election, or as required by the Condominium Act, as same may be amended from time to time. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual member's meeting. The committee shall nominate one person for each director then serving; provided, however, when control of the condominium is relinquished by the Developer, the committee shall nominate eleven (11) persons. Other nominations may be made from the floor.~~

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

(d) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors due to death, resignation or disqualification occurring between annual meetings of members shall be filled by election of a new member by the remaining directors.

(e) Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

~~(f) Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments in the condominium, or until December 31, 1974, or until the Developer elects to terminate its control of the condominium, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, by electing new members, and if there are no remaining directors the vacancies shall be filled by the Developer.~~

.3 The term of each qualified 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 in the manner elsewhere provided.

.4 The organizational meeting of a newly-elected 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 are elected, and no further notice of the organization meeting shall be necessary.

.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, e-mail, telephone or telegraph at least three days prior to the day named for such meeting.

.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three days' notice of the meeting shall be given personally or by mail, e-mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

This instrument was prepared by:  
Robert Rubinstein, Esquire  
BECKER & FOLIAKOFF, P.A.  
3111 Stirling Road  
Fort Lauderdale, FL 33312

CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF  
POMPANO BEACH CLUB, A CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium, as recorded in the Public Records of Broward County, Florida in Official Records Book 5602 at Page 102 was duly adopted in the manner provided in Article 13 of the Declaration of Condominium, that is by proposal of the Board of Directors and approval by seventy-five (75%) percent of the members of the Association at a meeting held April 11, 1996.

IN WITNESS WHEREOF, we have affixed our hands this 15TH day of April, 1996, at Pompano Beach, Broward County, Florida.

WITNESSES

Sign Fred J. Rambuss, Jr.  
Print Fred J. Rambuss, Jr.  
Sign Luis E. Forgo  
Print Luis E. Forgo

POMPANO BEACH CLUB ASSOCIATION, INC.

By: James Soderland  
James Soderland, President  
Address: 111 Briny Avenue,  
Pompano Beach, FL  
33062

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15TH day of April, 1996, by James Soderland, as President of Pompano Beach Club Association, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known  OR  
Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

sign Sally L. Dunham  
print SALLY L. DUNHAM  
My Commission expires:



SALLY L. DUNHAM  
MY COMMISSION # EC46422 EXPIRES  
July 30, 1998  
SHOULD YOU BUY FAN INSURANCE, INC.

EX 24755PG0054

EN

PROPOSED AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OF  
POMPANO BEACH CLUB, A CONDOMINIUM

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS  
DELETED ARE LINED THROUGH WITH HYPHENS.

Proposed amendment to delete the current Proviso of Article  
10, Section 10.8 of the Declaration of Condominium and replace it  
as follows:

~~10.8 Proviso. Provided, however, that until Developer has  
completed all of the contemplated improvements and closed the  
sales of all of the apartments of the condominium, neither the  
apartment owners nor the Association nor the use of the  
condominium property shall interfere with the completion of  
the contemplated improvements and the sale of the apartments.  
Developer may make such use of the unsold units and common  
areas without charge as may facilitate such completion and  
sale, including but not limited to maintenance of a sales  
office, the showing of the property and the display of signs.~~

The maintenance, keeping, breeding, boarding and/or raising of  
animals, livestock, or poultry of any kind, regardless of  
number, shall be and is hereby prohibited within any Unit or  
upon the Common Elements. This shall include all pets except  
those pets residing in the Condominium prior to the recording  
of this amendment and upon the demise or disposition of such  
pets, there shall be no replacement. Guests shall not be  
permitted within any unit or upon the common elements if they  
are accompanied by any pet, animal or livestock of any kind.

RECORDED IN THE OFFICE OF THE CLERK  
OF STOWARD COUNTY  
COUNTY ADMINISTRATOR

DK 24755F69055

This instrument was prepared by:  
Gary A. Poliakoff, J.D.  
BECKER & POLIAKOFF, P.A.  
3111 Stirling Road  
Fort Lauderdale, FL 33312

CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
AND TO THE  
ARTICLES OF INCORPORATION  
AND  
BYLAWS OF  
POMPANO BEACH CLUB ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Articles of Incorporation and Bylaws of Pompano Beach Club Association, Inc. and to the Declaration of Condominium of Pompano Beach Club, a Condominium, as recorded in Official Records Book 5602 at Page 102 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in Article 13 of the Declaration of Condominium, that is by proposal of the Board of Directors and approval by seventy-five (75%) percent of the members of the Association at a meeting held Friday, February 16, 1996.

IN WITNESS WHEREOF, we have affixed our hands this 23rd day of February, 1996, at Pompano Beach, Broward County, Florida.

WITNESSES

Sign Sally L. Duval  
Print Sally L. Duval  
Sign Rose G. Fenger  
Print Rose G. Fenger

Pompano Beach Club Association, Inc.

By [Signature]  
James Soderland, President  
Address: 111 Briny Avenue,  
Pompano Beach, FL 33062

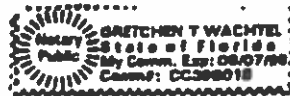
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23 day of February, 1996, by James Soderland, as President of Pompano Beach Club Association, Inc., a Florida not-for-profit corporation.

Personally Known  OR  
Produced Identification   
Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign [Signature]  
print Gretchen T. Wachtel  
My Commission expires:



BK 24540PG0375

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM  
OF  
POMPANO BEACH CLUB, A CONDOMINIUM  
AND TO THE  
ARTICLES OF INCORPORATION  
AND  
BYLAWS OF  
POMPANO BEACH CLUB ASSOCIATION, INC.

1. SECTION 5.2(B) OF THE DECLARATION OF CONDOMINIUM IS AMENDED TO READ AS FOLLOWS:

(b) Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the common elements or acquisition of additional common elements without prior approval in writing by the recorded owners of not less than 75% 60% of the common elements except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work or acquisition shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement or acquisition, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements, nor in his share of common expense, whether or not the apartment owner contributes to the cost of such alteration, improvement, or acquisition.

2. SECTION 8.2 OF THE DECLARATION OF CONDOMINIUM IS AMENDED TO READ AS FOLLOWS:

(a) Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association, but subject to such deductible clauses as are required in order to obtain coverage at reasonable costs. The term "building" as used herein does not include unit floor coverings, wall coverings, or ceiling coverings nor does it include the following equipment located within a unit: electrical fixtures, appliances, air conditioning or heating equipment, water heaters, or built-in cabinets. Such coverage shall afford protection against: (1) Loss or damage by fire

3. SECTION 10.5 OF THE DECLARATION OF CONDOMINIUM IS AMENDED TO READ AS FOLLOWS:

10.5 Leasing. After approval by the Association elsewhere required, entire apartments may be rented, provided the occupancy is only by the Lessee, his family, servants or guests. No rooms may be rented, no parking spaces may be rented, except as an appurtenance to an apartment or to another apartment owner, and no transient tenant's shall be

BK 24540PG0376

accommodated. "Transient" hereunder shall be deemed to be any lease for a term of less than sixty (60) days. No unit shall be leased more than once in any twelve (12) month period.

4. SECTION 13.2 OF THE DECLARATION OF CONDOMINIUM IS AMENDED TO READ AS FOLLOWS:

13.2 Resolution of adoption. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. not less than seventy-five per cent (75%) of the votes of the entire membership of the board of directors and by not less than ~~seventy-five per cent (75%)~~ sixty percent (60%) of the votes of the entire membership of the Association; or

b. not less than ~~eighty~~ seventy-five per cent (~~80%~~75%) of the votes of the entire membership of the Association;

5. ARTICLE IX, SECTION 2 OF THE ARTICLES OF INCORPORATION IS AMENDED TO READ AS FOLLOWS:

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors, or by any one or more members of the Association. Directors, and members not present in person, or by proxy, at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Association at, or prior to, the meeting.

(a) Such approval must be by not less than 75% of the entire membership of the Board of Directors, and by not less than ~~75%~~ 60% of the votes of the entire membership of the Association; or

(b) By not less than ~~80%~~75% of the votes of the entire membership of the Association.

6. ARTICLE 8, SECTION 2 OF THE BYLAWS IS AMENDED TO READ AS FOLLOWS:

8.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either:

(a) Not less than 75% of the entire membership of the Board of Directors and by not less than ~~75%~~ 60% of the votes of the entire membership of the Association; or

(b) By not less than ~~80%~~75% of the votes of the entire membership of the Association; or

BK24540PG0377

75- 69156

CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
Pompano Beach Club

The Declaration of Condominium creating Pompano Beach Club, a Condominium, was recorded in Official Record Book 5602, Page 102, of the Public Records of Broward County, Florida. By reason of a scrivener's error paragraph 4.3.a. of said Declaration erroneously states that there is a total of 138 one bedroom apartments (except penthouses) and that there is a total of 158 two bedroom apartments (except penthouses) and one bedroom penthouses. In fact, the correct totals should be 140 and 156 respectively. When the correct number of apartments are multiplied by the percentage interests shown in said paragraph the total of all undivided interests will not equal 100 per cent.

Now therefore, Pompano Beach Club Association, Inc. by its duly authorized officers and Newport Corporation, a Delaware Corporation, the owner of the units affected by this Amendment, pursuant to Florida Statute Section 711.10(3) do hereby amend said Declaration of Condominium so that paragraph 4.3.a. shall read in its entirety as follows:

"Common elements and common surplus. The undivided share in the land and other common elements and in the common surplus which is appurtenant to each owner's apartment is as follows:

All 1 bedroom apartments, except penthouses	.0022	each x 140 =	.3080
All 2 bedroom apartments, except penthouses, and all 1 bedroom penthouses	.0040	each x 156 =	.6240
All 2 bedroom penthouses	.00505	each x 8 =	.0404
Penthouse 16	.0080		= .0080
Penthouse 8 and Penthouse 12	.0098	each x 2 =	.0196
	TOTAL		1.0000"

WITNESS the execution hereof this 30 day of March, 1975.

Witnesses:

[Signature]  
[Signature]  
[Signature]  
[Signature]

POMPANO BEACH CLUB ASSOCIATION, INC.

By [Signature]  
President

Attest: [Signature]  
Secretary

75 APR 14 PM 3:00

OFF REC: 6168 PAGE 413

This instrument prepared by  
JAMES H. GILBERT, JR.  
ATTORNEY AT LAW  
300 First Floor  
Fort Lauderdale, Florida

RETURN TO  
JAMES H. GILBERT, JR.  
300 1st Floor  
Fort Lauderdale, Fla.

6



Witnesses:

*[Handwritten signatures of witnesses]*

NEWPORT CORPORATION

By *[Signature]*  
President

Attest: *[Signature]*  
Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments personally appeared George R. Prochaska and Yvan Ziffer, as President and Secretary of PONPANO BEACH CLUB ASSOCIATION, INC. to me known to be the persons described in and who executed the foregoing Certificate of Amendment to Declaration of Condominium and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 2 day of April, 1975.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 17, 1977  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

*[Signature]*  
Notary Public, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments personally appeared George R. Prochaska and James W. Hall, as President and Secretary of NEWPORT CORPORATION to me known to be the persons described in and who executed the foregoing Certificate of Amendment to Declaration of Condominium and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 2 day of April, 1975.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 17, 1977  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

*[Signature]*  
Notary Public, State of Florida at Large

My Commission Expires:



OFF REC: 0168 PAGE 414

CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM

POMPANO BEACH CLUB

74-247647

The undersigned, the duly elected and acting President and Secretary of Pompano Beach Club Association, Inc. do hereby certify that pursuant to Paragraph 13.2.c. the following resolution amending the Declaration of Condominium for Pompano Beach Club, which Declaration was recorded in Official Record Book 5602 Page 102 of the Public Records of Broward County, Florida was unanimously adopted by the Board of Directors of said Association:

"Resolved that in accordance with Paragraph 13.2.c. of the Declaration of Condominium of Pompano Beach Club, a Condominium, which Declaration was recorded in Official Record Book 5602 Page 102 of the Public Records of Broward County, Florida aforesaid Declaration is amended as follows:

1. Paragraph 3.4. is hereby amended by adding thereto the following:

'No apartment owner shall do anything within or outside his unit to interfere with or impair the utility services within such easements. An easement is also reserved through and upon the parking driveways and ramps for purposes of ingress and egress to the parking area of Pompano Beach Club North, a proposed condominium presently under construction and which adjoins the condominium property to the north, and also through and upon the garden deck (parking area roof) for recreation use by unit owners in said Pompano Beach Club North.

2. Paragraph 11.4. is amended by inserting the words 'or state' between the words 'Federal' 'Savings' in the third line of said paragraph.

3. Paragraph 11.5. is amended by inserting the words 'or state' between the words 'Federal' 'Savings' in the third and eighth lines of said paragraph."

POMPANO BEACH CLUB ASSOCIATION, INC.

By: [Signature]  
President

(CORPORATE SEAL)



Attest:

[Signature]  
Secretary

Witnessed:

[Signature]  
[Signature]

74 DEC 7 PM 2:39

6027 475

19  
A

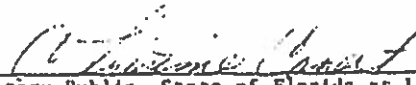
ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GEORGE R. PROCHASKA and DEWITT C. CASEY, JR. well known to me to be the President and Secretary respectively of Pompano Beach Club Association, Inc., named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of November, A.D. 1974.

  
Notary Public, State of Florida at Large



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 17, 1977  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
E. M. STROBEL  
COUNTY COMPTROLLER

OFF 6027 PAGE 476

80- 4227

This Instrument Prepared by  
ANTHONY A. BALASSO of  
MILLER, ZACHMAN, & BALASSO, P.A.  
Attorneys at Law  
3325 S.E. 1st Street  
Pompano Beach, Florida 33062

CONDITIONAL LEASE AND RENTAL ASSIGNMENT

POMPANO BEACH CLUB NORTH ASSOCIATION, INC. a Florida non-profit corporation, hereinafter referred to as the assignor, for valuable consideration, the receipt of which is hereby acknowledged, and for the further purpose of securing the payment of that certain Promissory Note (hereinafter referred to as "Note"), in the principal sum of ONE HUNDRED THIRTY EIGHT THOUSAND AND NO/100-----(\$138,000.00)-----, executed by assignor and made payable to the order of FLORIDA COAST BANK OF BROWARD COUNTY, a Florida banking corporation (hereinafter referred to as the "Assignee"), does hereby grant, transfer, assign and set over unto assignee an undivided 23/289ths of assignor's right, title and interest held by the assignor, as Lessor, in and to the lease recorded in O. R. Book 5709, Page 182\* of the Public Records of Broward County, Florida, including the improvements and personal property thereon demising the property described in Exhibit One attached hereto and made a part hereof, and the assignor does further assign and transfer unto Assignee all rents and income accruing therefrom.

RECORDED  
4 PM 4:09

1. Assignor represents and warrants that the existing lease pertaining to said property and the improvements and personal property thereon is now in full force and effect and the assignor has made no prior assignments of the same nor of any of the rents and income therefrom.

2. As often as and whenever a default occurs in the payment of said Note or in the performance of any covenant contained in said Security Agreement on the part of the assignor, to be performed and as long as any such default continues, the assignee is hereby authorized and may exercise all rights of the lessor under the terms of said ninety-nine (99) year lease. It is understood and agreed, however, the assignee shall only exercise its rights under this assignment as to those condominium parcels described in Exhibit A attached hereto and made a part hereof, which condominium parcels have not been released by assignor from the special assessment for the payment of the Note and the Collateral Security Agreements, and which unit owners thereof have failed to make their assessment payments to the assignor thus preventing the assignor from making the Note payments to the assignee hereunder. Assignee further agrees that it shall have no right to enforce the terms of this Assignment or the lease assigned herein as collateral

RECORDED  
RE 8654 REE 131

\*(pages 1, 20 and 21 re-recorded in O.R. Book 5716, Pages 874 through 876 and also recorded in O.R. Book 6380, Page 929, as amended

19.00  
04

security against the owners of apartments who have made their required payments to the assignor and where the assignor in turn has remitted the said payments to the assignee in accordance with the Note and the Collateral Security Agreements.

3. The assignor agrees that in the event there is any uncured default on the part of any of the assignor's members to pay the allocable share of the Note which this collateral assignment secured (and as evidenced by the Special Assessment) the assignor will take whatever necessary and reasonable actions it deems appropriate against such owner (member) and his or their property, including but not limited to the filing of a lien against the condominium parcel of the defaulting owner (member) to enforce collection of the same in accordance with the terms and provisions of the aforesaid Declaration of Condominium of POHPANO BEACH CLUB NORTH. The assignee in turn agrees that it will not seek to enforce this collateral assignment or the terms of the lease unless there has been an uncured default under the Note as provided under the terms thereof and for the periods provided therein which is uncured and further provided that the assignee shall have the right to enforce its right under this collateral assignment of lease and the lease which it assigns jointly and severally against defaulting owner (member) or owners (members) and that they shall not be required to enforce the same against any owner (member) of the assignor who has paid his share of said note which is secured by this collateral assignment. Any waiver on the part of the assignee herein to enforce its rights under the terms and conditions of this assignment shall not prevent it from enforcing its rights under this assignment at some further date.

4. The assignee is hereby authorized in case of any such default, subject to the conditions hereinabove set forth relating to apartment owners who have paid rental, to collect and receive all rents and income hereafter accruing from said property and the improvements and personal property thereon and may execute good and sufficient receipts for same. All money so collected prior to litigation and except as otherwise provided herein shall be applied to make good any default which may occur in the payment of said Note, or such other expenses as provided for in the Note. The assignee from time to time may waive its right hereby given to collect such rents and income but any such waiver shall not prejudice its right thereafter to collect all rents and income accruing from said property and the improvements and personal property thereon as long as and whenever

OFF R654 PAGE 132

a default exists.

5. The assignor agrees that without having first obtained written consent from assignee, the assignor will not make any change or modification in the lease covering said property or in the improvements or personal property thereon, unless such consent is first obtained. No change, modification, payment of forfeiture so made shall be valid or effective as against assignee. Said consent shall not be unreasonably withheld, provided the same does not impair the security.

6. Assignor further agrees to promptly inform assignee in writing of notices received from any lessee with respect to any obligation or default under any lease. Assignor also agrees to perform all obligations binding on lessors under all leases referred to herein.

7. The assignor agrees that the collection of such rents and income by assignee shall in no way relieve assignor from any of the obligations imposed upon assignor by said Note and shall not constitute a waiver of assignee's right to proceed with the enforcement of the Note and/or this Conditional Assignment in the event default is made in the payment of said Note or any part thereof or in the event of the breach of any of the covenants contained in the Collateral Security Agreements; the purpose of this instrument being to give assignee the right, if it so desires, prior to and during litigation, to collect such rents and income and after paying all collection expense to apply the same as far as same will go toward making good any default.

8. That assignee agrees to grant partial releases from the lien of this assignment as to all apartments and the owners thereof, and their heirs, successors and assigns who have paid to the assignor, the sums of money required to obtain a satisfaction of the assessment imposed upon the member where said sums of money have been remitted by the assignor to the assignee herein as payment in full for said partial release. In this event, the assignee agrees that it will simultaneously execute and deliver to the assignor for recording in the Public Records of Broward County, Florida, a partial release of said apartment from this instrument and from the lien contained in the lease assigned herein to the assignee and from any other lien or claim which the assignee might have against said apartment which is the subject matter of this assignment and the Note executed by assignor to assignee.

REC 8654 PAGE 133

9. It is agreed between the parties hereto that the assignor may, so long as the Note which this collateral assignment secures is in good standing and said apartment owner has made all payments due on his share of said Note, waive the payment of any rental from apartment unit owners in POMPANO BEACH CLUB NORTH, provided, however, such waiver shall immediately cease upon any default of the terms of the Note which this collateral assignment secures.

10. This assignment shall be binding upon and shall inure to the benefit of the legal representatives, heirs, successors and assigns, respectively, of the assignor and assignee and shall terminate and become null and void upon full and final payments of the Note.

11. Assignee assumes no duties or obligations of the assignor created or arising from the Lease assigned herein except as provided herein as to the right, at the option of the assignee, to collect rental payments and enforce the covenants of the Lease pertaining to rental payments and the imposition of liens for failure to pay same.

12. This instrument shall be governed by the laws of the State of Florida, which laws shall be applicable in the interpretation, construction and enforcement hereof.

IN WITNESS WHEREOF, the assignor has hereunto set its hand and seal this 31st day of December, 1979.

WITNESSES:

POMPANO BEACH CLUB NORTH ASSOCIATION, INC.,  
a Florida non-profit corporation (SEAL)

*[Handwritten signatures of witnesses]*

By: *[Signature]*  
John R. Webber, President

Attest: *[Signature]*  
Beatrice Z. Weinberger, Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS.

The foregoing Conditional Lease and Rental Assignment was acknowledged before me this 31st day of December, 1979, by John R. Webber and Beatrice Z. Weinberger, as President and Secretary, respectively, of POMPANO BEACH CLUB NORTH ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation.

*[Signature]*  
Notary Public - State of Florida  
My Commission Expires: Dec. 1, 1982  
Notary Public, State of Florida at Large  
My Commission Expires Dec. 1, 1982  
Notary Public, State of Florida at Large  
My Commission Expires Dec. 1, 1982  
Notary Public, State of Florida at Large  
My Commission Expires Dec. 1, 1982

REC 8654 PAGE 134

EXHIBIT ONE

Lots 5, 6, 7, 8, 9, 10 and 11, Block 1, POMPANO BEACH BLOUNT BROS. REALTY CO.'S SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 43, of the Public Records of Broward County, Florida.

REF 8654 PAGE 135



<u>APARTMENT</u>	<u>NAME</u>
1. 201	MANAGER'S APARTMENT
2. 405	Shaver, Harry J.
3. 409	Divarco, Vincent
4. 609	Theisen, Gerard J.
<del>5. 804</del>	<del>Placements Sherbec, Inc.</del>
6. 806	Van Den Eynden, Jacques
7. 901	Singer, John
8. 904	Singer, John
9. 1007	Borrelli, Frank
10. 1105	Owers, Ella
11. 1409	Weiss, Mitchell
12. 1501	Nuskabel, Edward
13. 1503	Weiss, Mitchell
14. 1510	Skyline Lodge, Inc.
15. 1609	Weiss, Leonard
16. 1703	Weiss, Leonard
17. 2005	Regueira, Jose
18. 2009	DePalma, Giacomo
19. 2104	Gino's Pizza
<del>20. 2404</del>	<del>Basmajian, Vincent</del>
21. 2407	Guirava, Norma
22. 2602	Shaver, Harry
23. 2909	Hermosos, Adan % Centro Medico

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
**GRAHAM W. WATT**  
COUNTY ADMINISTRATOR

SEE R654 PAGE 136

POMPANO BEACH CLUB CONDOMINIUM  
CERTIFICATE OF RELEASE

NEWPORT CORPORATION, a Delaware corporation, as the Lessor under that certain Lease with POMPANO BEACH CLUB ASSOCIATION, INC. dated December 10, 1973, and recorded in Official Records Book 5568, Page 107, of the Public Records of Broward County, Florida, as amended by Amendment to Lease dated December 13, 1974, and recorded in Official Records Book 6050, Page 103, of the Public Records of Broward County, Florida, covering lands in Broward County, Florida, described as:

Lots 5, 6, 7, 8, 9, 10 and 11, Block 1, of POMPANO BEACH BLOUNT BROS. REALTY CO'S SUBDIVISION as recorded in Plat Book 2, at Page 43, of the Public Records of Broward County, Florida.

Does hereby certify that it has received the sum of \$6,000.00 from the owner of Apartment 1706 of POMPANO BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 5602, Page 102, of the Public Records of Broward County, Florida, as amended, and that the owner and his successor owners of said apartment are hereby released from all further obligations to pay any rent due under said Lease, and the total rent due under said Lease is accordingly reduced, all as provided in said Amendment to Lease.

Executed this 14 day of April, 1976

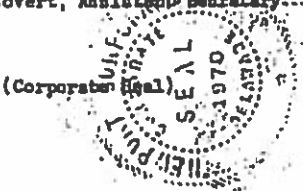
Signed in the Presence of:

*Judith D. Lewis*  
*Brenda E. [unclear]*

NEWPORT CORPORATION

BY: *[Signature]*  
Michael J Padlini, President

Attest: *[Signature]*  
Christine Covert, Assistant Secretary



STATE OF FLORIDA )  
COUNTY OF BROWARD )

Before me, the undersigned authority, personally appeared MICHAEL J PADLINI and CHRISTINE COVERT, respectively, as President and Assistant Secretary of NEWPORT CORPORATION, a Delaware corporation, who after being duly sworn, depose and say that they executed the foregoing Certificate of Release for the uses and purposes therein expressed as said Officers, and that they affixed thereto the official corporate seal of said corporation.

Witness my hand and seal in the State and County as aforesaid, this 14 day of April, 1976.

*[Signature]*  
Notary Public State of Florida at Large  
(Notary's Seal)



My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA at Large  
MY COMMISSION EXPIRES DEC. 30, 1978  
BONDED THROUGH GENERAL INSURANCE UNDERWRITERS

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

1- 14226-6-08

This instrument was prepared by  
*Pat Sinnell*

LANTIER TITLE INSURANCE CORPORATION  
3720 E. GAIL-6 PL., DTD. FT. LAUDERDALE, FLA.  
Incident to the issuance of a title insurance contract.

76 APR 23 PM 12:00

REC 6563 REC-245

4:00

74-260219

AMENDMENT TO LEASE

This Amendment to Lease entered into this DEC. 13, 1974, between NEWPORT CORPORATION, a Delaware corporation, as Lessor and POMPADO BEACH CLUB ASSOCIATION, INC., a Florida non-profit corporation, as Lessee;

W I T N E S S E T H:

1. The parties hereto entered into a Lease of certain lands in Broward County, Florida, dated December 10, 1973 and recorded in Official Records Book 5568, Page 109, of the Public Records of Broward County, Florida. The lands covered by said Lease are described as follows:

Lots 5, 6, 7, 8, 9, 10 and 11, Block 1 of POMPADO BEACH BLOUNT BROS. REALTY CO.'S SUBDIVISION as recorded in Plat Book 2, Page 43, of the Public Records of Broward County, Florida.

2. The parties hereto desire to amend said Lease.

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, it is agreed as follows:

A. At any time before December 31, 1976, any unit owner in Pompano Beach Club, a condominium, according to the declaration thereof recorded in Official Records Book 5602, Page 102, of the Public Records of Broward County, Florida, may at any time be relieved of any further obligation to pay his share of the rent due from the Lessee under said Lease for the entire term by paying to Lessor the sum of SIX THOUSAND AND 00/100 (\$6,000.00) DOLLARS. Upon such payment by a unit owner, Lessor shall execute in recordable form a certificate stating that the owner of said unit and all successor owners of said unit shall no longer be liable for the share of the rent due, and the total rent due under said Lease shall be reduced accordingly. Such unit owner and his successor owners shall, however, continue to be liable for their share of expenses other than rent required to be paid by the Lessee under said Lease. The right to be so relieved from the payment of rent shall expire on December 31, 1976.

74 DEC 19 PM 2:51

OFF. 6950 PAGE 103

This instrument prepared by  
JAMES H. GILBERT, JR.  
ENCLOSURE, MCCAUGHY & O'BRYEN  
306 First Federal Building  
Fort Lauderdale, Florida

RETURN TO  
JAMES H. GILBERT, JR.  
300 1st Fed'l Bldg.  
Ft. Lauderdale, Fla.



8

B. So long as the Lessee fully complies with the provisions of said Lease as amended, if 100% of the unit owners in Pompano Beach Club, a condominium, each pay the sum of SIX THOUSAND AND 00/100 (\$6,000.00) DOLLARS to Lessor as provided in paragraph 2.A. above, Lessor will execute and deliver to Lessee a special warranty deed conveying to Lessee an undivided 52% interest in the land and improvements covered by said Lease.

C. It is understood that Lessor is entering into an Amendment of the Lease wherein it is Lessor and Pompano Beach Club North Association, Inc. is the Lessee which Lease is dated April 9, 1974 and recorded in Official Records Book 5709, Page 182, pages 1, 20 and 21 of said Lease having been re-recorded in Official Records Book 5716, Pages 874-876, of the Public Records of Broward County, Florida, wherein the same Amendments are made to that Lease as are made herein; except that said Amendment provides for the conveyance to Pompano Beach Club North Association, Inc. of an undivided 48% interest in the land and improvements.

Except as herein modified all other terms and provisions of said Lease of December 10, 1973 remain in force and effect.

WITNESS the execution hereof on the day and year first above written.

Signed in the presence of:

*Richard J. Figure*  
*Richard J. Figure*

NEWPORT CORPORATION

By: *George R. Prohaska*  
George R. Prohaska, President

Attest: *James W. Hall*  
James W. Hall, Secretary

CORPORATE SEAL

POMPANO BEACH CLUB NORTH ASSOCIATION, INC.

By: *Charles W. Bailey*  
Charles W. Bailey

Attest: *De Witt C. Casey, Jr.*  
De Witt C. Casey, Jr.

CORPORATE SEAL


OFF. REC. G 950 page 101

STATE OF FLORIDA )  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared  
GEORGE R. PROCHASKA and JAMES W. HALL, respectively, as President  
and Secretary/Treasurer of NEWPORT CORPORATION, a Delaware Corporation,  
who after being duly sworn, depose and say that they executed the  
foregoing Amendment to Lease for the uses and purposes therein expressed  
as said officers, and that they affixed thereto the official corporate  
seal of said corporation.

WITNESS my hand and seal in the State and County as aforesaid,  
this 17 day of December, 1974.

My Commission Expires: 2/17/77

*William C. ...*  
Notary Public  
(SEAL)  


NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 17, 1977  
BONDS TO THE GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA )  
COUNTY OF BROWARD )


BEFORE ME, the undersigned authority, personally appeared  
CHARLES W. BAILEY and DE WITT C. CASEY, JR., respectively, as Vice  
President and Secretary of POMPANO BEACH CLUB ASSOCIATION, INC., a  
Florida Non-profit Corporation, who after being first duly sworn, de-  
pose and say that they executed the foregoing Amendment to Lease for  
the uses and purposes therein expressed as said officers, and they  
affixed thereto the official corporate seal of said corporation.

WITNESS my hand and seal in the State and County as aforesaid,  
this 13<sup>th</sup> day of December, 1974.

My Commission Expires: 12/20/74

*Diane Buckley*  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC. 20, 1974  
BONDS TO THE GENERAL INSURANCE UNDERWRITERS

(SEAL)  


OFF REC. 6050 PAGE 105

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
E. M. STROBEL  
COUNTY CLERK

RETURN TO:  
SPEAR, DEUSCHLE & CAPP, P.A.  
2056 EAST OAKLAND PARK BOULEVARD  
FORT LAUDERDALE, FLORIDA 33305

THIS INSTRUMENT PREPARED BY:  
BRIAN C. DEUSCHLE of  
SPEAR, DEUSCHLE & CAPP, P.A.  
2856 EAST OAKLAND PARK BLVD.  
FORT LAUDERDALE, FLORIDA 33306

L E A S E

74- 74520

THIS LEASE, made and entered into this 11th day of March  
1971, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF  
FORT LAUDERDALE, as Trustee, hereinafter referred to as "LESSOR,"  
and OAKLAND SHORES DEVELOPMENT CORP., a Florida Corporation,  
hereinafter referred to as "LESSEE".

W I T N E S S E T H:

That in consideration of the covenants and agreements herein-  
after set forth to be performed by the parties hereto and the  
payment of the rental hereinafter designated by the Lessee in  
accordance with provisions of this Lease, the Lessor has leased,  
rented, let and demised, and by these presents does lease, rent,  
let and demise unto said Lessee, its successors and assigns, the  
following described real property situate in Broward County,  
Florida:

A portion of Tract "A", OAKLAND FOREST, according  
to the Plat thereof recorded in Plat Book 76, Page 25,  
of the Public Records of Broward County, Florida,  
more particularly described as follows:

Commencing at the Southwest corner of SECTION 20,  
TOWNSHIP 49 SOUTH, RANGE 42 EAST; thence run on an  
assumed bearing of due East along the South line of  
said SECTION 20, said South line also being the center-  
line of Oakland Park Boulevard, 1321.00 feet to a  
point; thence run due North 400.00 feet to the point  
of Beginning; thence run due East along a line radial  
to the next described curve, 10.00 feet to a point on  
said curve; thence run Northwesterly along the arc  
of said curve, being concave to the Southwest, having  
a radius of 150.00 feet, a central angle of 41° 20' 00"  
and a chord bearing of North 20° 40' 00" West for an arc  
distance of 108.21 feet to a point of reverse curvature;  
thence run Northwesterly along the arc of a curve con-  
cave to the Northeast, having a radius of 320.00 feet  
and a central angle of 33° 15' 00" for an arc distance  
of 185.70 feet to a point of tangency; thence run North  
8° 05' 00" West 320.00 feet to a point; thence run due  
West 283.09 feet to a point; thence run due North  
82.77 feet to a point; thence run due West 400.00 feet  
to a point; thence run due South 665.00 feet to a  
point; thence run due East 832.00 feet to the point  
of beginning. Above described lands situate, lying and  
being in the City of Oakland Park, Broward County,  
Florida, containing 10.705 acres, more or less,

74 APR 9 PM 3:52

OFF 5709 PINE 55

Will Call

62 ✓

LEASE

THIS LEASE, made and entered into this 11th day of March 1974, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF FORT LAUDERDALE, as Trustee, hereinafter referred to as "LESSOR," and OAKLAND SHORES DEVELOPMENT CORP., a Florida Corporation, hereinafter referred to as "LESSEE".

W I T N E S S E T H:

That in consideration of the covenants and agreements hereinafter set forth to be performed by the parties hereto and the payment of the rental hereinafter designated by the Lessee in accordance with provisions of this Lease, the Lessor has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto said Lessee, its successors and assigns, the following described real property situate in Broward County, Florida:

A portion of Tract "A", OAKLAND FOREST, according to the Plat thereof recorded in Plat Book 76, Page 25, of the Public Records of Broward County, Florida, more particularly described as follows:

Commencing at the Southwest corner of SECTION 20, TOWNSHIP 49 SOUTH, RANGE 42 EAST; thence run on an assumed bearing of due East along the South line of said SECTION 20, said South line also being the center-line of Oakland Park Boulevard, 1321.00 feet to a point; thence run due North 400.00 feet to the point of Beginning; thence run due East along a line radial to the next described curve, 10.00 feet to a point on said curve; thence run Northwesterly along the arc of said curve, being concave to the Southwest, having a radius of 150.00 feet, a central angle of 41° 20' 00" and a chord bearing of North 20° 40' 00" West for an arc distance of 108.21 feet to a point of reverse curvature; thence run Northwesterly along the arc of a curve concave to the Northeast, having a radius of 320.00 feet and a central angle of 33° 15' 00" for an arc distance of 185.70 feet to a point of tangency; thence run North 8° 05' 00" West 320.00 feet to a point; thence run due West 283.09 feet to a point; thence run due North 82.77 feet to a point; thence run due West 400.00 feet to a point; thence run due South 665.00 feet to a point; thence run due East 832.00 feet to the point of beginning. Above described lands situate, lying and being in the City of Oakland Park, Broward County, Florida, containing 10.705 acres, more or less,

REC 5709 PAGE 161