

**LAUDERDALE WEST
COMMUNITY ASSOCIATION
NO. 1, INC.**

**DOCUMENTS FOR
CONDOMINIUM NO. XVII**

Lauderdale West Community Association No. 1, Inc.

(954) 473-8219

1141 N.W. 85th Avenue
Plantation, Florida 33322-4624

FAX (954) 474-5433

NOTICE TO NEW UNIT OWNER

This replacement set of official Lauderdale West documents is the result of loss or misplacement of the original set by the former owner, and cost them \$25.

Please put this set in a secure place such as a safety deposit box or file cabinet.

In the future, new amendments may come along, and you will be expected to add them to these documents.

Remember, you will be responsible for passing these documents on to a new owner in the case of sale or transfer of ownership to your unit.

BOARD OF DIRECTORS

ARTICLES OF INCORPORATION
of
LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC.
As last amended May 25, 2000

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

ARTICLE 1 Name

The name of the corporation shall be LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC. For convenience the corporation shall be referred to in this instrument as the Association. The place of the business and its Post Office Address shall be 1141 N. W. 85th Avenue, Plantation, Fort Lauderdale, Florida 33322 or such other place as the Board of Directors may from time to time designate.

ARTICLE 2 Purpose

2.1 The purposes for which the Association is organized are: To provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes, for the operation of condominium units completed as part of Lauderdale West, according to the Declarations of Condominium now or hereafter recorded in the Public Records of Broward County, Florida, located upon lands in Broward County, Florida; and to provide an entity for the operation and management of single family residential units completed as part of Lauderdale West, which units shall be subject to a Declaration of Restrictions now or hereafter recorded in the Public Records of Broward County, Florida, located upon lands in, Broward County, Florida.

2.2 To insure that the lands in Lauderdale West hereinafter defined shall remain an area of high standards, containing residences, improvements and facilities designed primarily for the comfort, convenience and accommodation of persons aged 55 years and over.

2.3 To enforce through appropriate legal means the several covenants, restrictions, reservations and servitudes from time to time impressed upon and running with the lands within Lauderdale West by Lauderdale West Associates, a joint venture, hereinafter referred to as Developer.

2.4 To insure that no trade, business, profession or any type of commercial activity shall be carried on upon any lands in Lauderdale West, except where portions thereof shall have been expressly set aside for such uses by appropriate reservations at the time said lands are made subject to recorded subdivision plat by the Developer.

2.5 The lands included within the Lauderdale West Project Area are described in Exhibit "A" in the original documents, and attached as "Exhibit A".

The Association shall have no power with respect to any portion of the said lands unless and until said portions shall be made subject to a Declaration of Condominium or a Declaration of Restrictions filed by Developer, and then such power shall be only to the extent expressly conferred upon the Association by the Developer under any such Declaration of Condominium or Declaration of Restrictions filed among the Public Records of Broward County, Florida, with respect to lands described therein.

2.6 The Association shall make no distributions of income to its members, directors or officers.

ARTICLE 3 Powers

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

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

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the respective Declarations of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declarations and as they may be amended from time to time, including but not limited to those powers enumerated in paragraph 3.5 below.

3.3 The Association shall have all of the powers and duties expressly conferred upon it as set forth in the several Declarations of Restrictions that shall from time to time be filed with respect to lands within Lauderdale West, and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services imposed upon it by all such Declarations of Restrictions, including but not limited to those powers enumerated in paragraph 3.5 below.

3.4 To lease lands in Lauderdale West from Lauderdale West Associates and to operate and maintain the recreation facilities located thereon for the joint use and enjoyment of its members, the form of which lease is attached hereto as Exhibit B.

3.5 The powers of the Association shall include but shall not be limited to the following:

a. to make and collect assessments against members to defray the costs, expenses and losses of the Association and the condominiums and detached (single family) homes.

b. to use the proceeds of assessments in exercise of its powers and duties.

c. to maintain, repair replace and operate, and to purchase insurance upon condominium property and property jointly owned by its members and property with respect to which its members have a joint right of use.

d. to reconstruct improvements after casualty and to further improve property.

e. to make and amend reasonable Rules and Regulations respecting the use of all property within the Lauderdale West Project Area, provided, however, that all such Rules and Regulations and their amendments, except the initial Rules and Regulations and those heretofore adopted, shall be approved by not less than 75% of the entire membership of the Association before each shall become effective.

f. to be the grantee of easements of ingress and egress within Lauderdale West for the use and enjoyment of its members, their invitees and guests.

g. to approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the respective Declarations of Condominiums and the By-Laws and Declarations of Restrictions.

h. to enforce by legal means the provisions of the Condominium Act, the respective Declarations of Condominiums, these Articles, the By-Laws and Rules and Regulations of the Association, and the Declarations of Restrictions.

i. to contract for the management of the Association with a third party contractor and to delegate to such contractor all the powers and duties of the Association

except such as are specifically required by the respective Declarations of Condominium and the Declarations of Restriction to have approval of the Board of Directors or the membership of the Association.

j. to contract for the management or operation of portions of the common property or jointly held or used property susceptible to separate management or operation.

k. to employ personnel to perform the services required for the proper operation of the Association.

l. to conduct its business in accordance with the sense, meaning, direction, purpose and intent of the respective Declarations of Condominium and Declarations of Restrictions as the same may be from time to time amended and to otherwise perform, fulfill and exercise the powers and privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by said Declarations and its By-Laws or any of them.

3.6 The Association shall not have the power to purchase an apartment of a condominium or residence except as sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. The provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon property within Lauderdale West

3.7 All funds and title of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the respective Declarations of Condominium, the Declaration of Restrictions, these Articles of Incorporation and the By-Laws.

3.8 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the respective Declarations of Condominium, the Declarations of Restrictions these Articles of Incorporation and By-Laws.

ARTICLE 4 Members

4.1 The voting members of the Association shall be record owners of 544 condominium apartments and record owners of 815 lots/detached homes in Lauderdale West for a total of 1,359 members.

4.2 After receiving approval of the Association, change of membership in the Association shall be established by recording in the public records of Broward County, Florida, a deed or other instrument establishing a record title to a condominium apartment or lot/detached home and the delivery to the Association of copies of such instruments. The owners designated by such instruments then become members of the Association and the membership of the prior owner(s) is terminated.

4.3 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 apartment or lot/detached home.

4.4 Each apartment or lot/detached home shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE 5 Directors

5.1 The affairs of the Association will be managed by a board consisting of a number of directors determined by the By-Laws, but not less than five nor more than eleven directors. Directors shall be members of the Association.

5.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

ARTICLE 6 Officers (has been deleted)

ARTICLE 7 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 or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer of the Association at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlements 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 8 By-Laws

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

ARTICLE 9 Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

9.1 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.

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors 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,

a. Such approvals must be by not less than 66% of the entire membership of the Board of Directors and by not less than 66% of the votes of the entire membership of the Association.

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

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.6 of Article 3, without approval in writing by all members and the joinder of all record owners of mortgages upon property within Lauderdale West. No amendment shall be made that is in conflict with the Condominium Act, the respective Declarations of Condominium, or the Declarations of Restrictions.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Broward County, Florida.

ARTICLE 10 Term

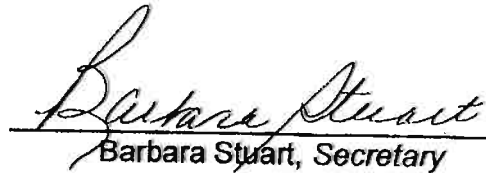
The term of the Association shall be perpetual unless all the condominiums comprising it are terminated and the Declaration of Restrictions shall be terminated, and in the event of such termination, the Association shall be dissolved in accordance with the law.

ARTICLE 11 Definitions

11.1. The definitions contained in the Florida Condominium Act are hereby adopted to the extent that such definitions are applicable to these Articles of Incorporation.

IN WITNESS WHEREOF, the President and Secretary of Lauderdale West Community Association No. 1, Inc. have executed this Revised Articles of Incorporation this 25th day of May, 2000.


Marvin Greenberg, President


Barbara Stuart, Secretary

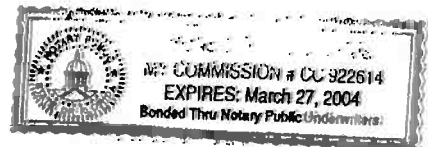
STATE OF FLORIDA)
COUNTY OF BROWARD)
CITY OF PLANTATION)

Before me, a notary public of the State of Florida, personally appeared Marvin Greenberg and Barbara Stuart, known to me to be the persons who executed the foregoing Revised Articles of Incorporation and they acknowledged to me that they executed the Revised Articles of Incorporation for the purpose therein stated.

In Witness Whereof, I have hereunto set my hand and seal this 25th day of May, 2000.


NOTARY PUBLIC

Original Documents and amendments have been Recorded in the Official Records Book of Broward County, Florida



**EXHIBIT "A" TO ARTICLES OF INCORPORATION of
LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC.**

A parcel of land in Sections 32 and 33, Township 49 South, Range 41 East, said parcel including portions of said Sections 32 and 33, according to the Everglades Plantation Company Amended Plat, as recorded in Plat Book 2 at Page 7 of the Public Records of Dade County, Florida and being more particularly described as follows:

All that portion of Section 32 lying East of the Easterly right-of-way line of Pine Island Road as now laid out, established and dedicated, excepting therefrom all that portion thereof lying within the Old Plantation Water Control District right-of-way, and a parcel of land in said Section 33 beginning at the Southwest corner of said Section 33; thence run North $89^{\circ} 58' 58''$ East 1921 feet along the South line of said Section 33; thence run North $22^{\circ} 27' 27''$ East 944.76 feet, to a point of curvature of a curve to the left, having a radius of 1450 feet and a central angle of $36^{\circ} 53' 05''$, run Northeast-erly and Northwest-erly 933.45 feet, to a point of tangency; thence run North $14^{\circ} 25' 36''$ West 1686.13 feet along the tangent extended; thence run South $89^{\circ} 56' 06''$ West 1980.01 feet, to an intersection with the West line of said Section 33; thence run South $0^{\circ} 54' 15''$ East 75.84 feet along said West line, to an intersection with a line 1933 feet South of, as measured at right angles, and parallel to the North line of aforesaid Section 32; thence run South $89^{\circ} 56' 08''$ West 4457.71 feet along said parallel line, to an intersection with a line 824.42 feet East of, as measured at right angles, and parallel to the West line of said Section 32; thence run South $0^{\circ} 54' 19''$ East 3344.13 feet along said parallel line, to an intersection with the South line of said Section 32; thence run North $89^{\circ} 56' 10''$ East 4457.65 feet along said South line of Section 32, to the Point of Beginning. Excepting therefrom all that portion thereof lying within the Old Plantation Water Control District right of way.

LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC.
 1141 N.W. 85th Avenue, Plantation, Florida 33322-4624

CERTIFICATE OF AMENDMENTS OF ARTICLES OF INCORPORATION

Lauderdale West Community Association No. 1, Inc. is a **SINGLE** association comprised of seventeen (17) separate condominiums consisting of 544 units in Phase I, governed by 17 Declarations of Condominium AND 815 lots/detached homes (single family residential units) in Phases II, III, and IV governed by 3 Declarations of Restriction and listed below:

Phase I CONDO NO.	BUILDINGS		TOTAL UNITS	OFFICIAL RECORDS BOOK	PAGE
	2-PLEX	4-PLEX			
I.....	8.....		16.....	5116.....	772
II.....	9.....		18.....	5116.....	845
III.....		9.....	36.....	5116.....	918
IV.....		7.....	28.....	5181.....	825
V.....	13.....		26.....	5250.....	378
VI.....	10.....	11.....	64.....	5300.....	9
VII.....		3.....	12.....	5382.....	426
VIII.....		7.....	28.....	5561.....	783
IX.....		7.....	28.....	5603.....	140
X.....	12.....		24.....	5621.....	94
XI.....	8.....		16.....	5621.....	292
XII.....	34.....		68.....	5709.....	244
XIII.....		6.....	24.....	5729.....	501
XIV.....		9.....	36.....	5736.....	136
XV.....		5.....	20.....	5774.....	6
XVI.....		8.....	32.....	5789.....	85
XVII.....	2.....	16.....	68.....	5913.....	5
TOTALS	96	88			
	x2	x4			
	192	+ 352	=544	Condo. Units	

Phase II	LOTS/DETACHED HOMES.....	290.....	5289.....	408
Phase III	LOTS/DETACHED HOMES.....	387.....	5922.....	683
Phase IV	LOTS/DETACHED HOMES.....	138.....	6588.....	849
TOTALS				
		815	Single Family	
			Lots/Detached Homes	

The Articles of Incorporation are attached to each Declaration of Condominium, each Declaration of Restriction and the By-Laws

The undersigned, as Secretary of LAUDERDALE WEST COMMUNITY ASSOCIATION NO.1, INC., a Florida not-for-profit corporation, hereby certifies that the following amendments to each Declaration of Restrictions have been duly adopted by written consent (ballot) tallied as of the 26th day of January, 2004 and approved by a vote of the ENTIRE membership of LAUDERDALE WEST in excess of SEVENTY-FIVE percent (75%) after having been approved UNANIMOUSLY by the Board of Directors.

The amendments to the Articles of Incorporation are set forth hereinafter.

IMPORTANT: Keep this Amendment. Attach it to your Document Folder.

The amendment to the Articles of Incorporation is set forth as follows:

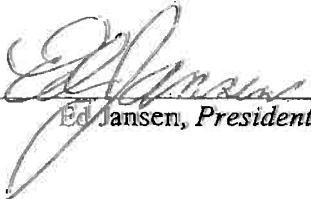
3.5 e. to make and amend reasonable Rules and Regulations respecting the use of all property within the Lauderdale West Project Area, provided, however, that all such Rules and Regulations and their amendments, except the initial Rules and Regulations and those heretofore adopted, shall be approved by not less than 75% ~~75%~~ 66-2/3% of the entire membership of the Association before each shall become effective.

Amendment: 75% is changed to 66-2/3%

DATED JANUARY 15, 2004

APPROVED

The President and Secretary of the Association do hereby certify that the aforementioned Articles of Incorporation have been amended by a majority vote of the Board of Directors, and have been approved in writing, by ballot vote, in excess of 75% of the entire membership of Lauderdale West Community Association No.1, Inc.



Ed Jansen, *President*




Phyllis Gerber, *Secretary*

STATE OF FLORIDA)
COUNTY OF BROWARD)
CITY OF PLANTATION)

Before me a notary public of the State of Florida, personally appeared Ed Jansen and Phyllis Gerber, known to me to be the persons who executed the foregoing Certificate of Amendments and they acknowledged to me that they executed the Certificate of Amendments for the purpose therein stated.

In Witness Whereof, I have hereunto set my hand and seal this 15th day of January, 2004.



NOTARY PUBLIC

Recorded in the Official Records Book
of Broward County, Florida



BY-LAWS
of
LAUDERDALE WEST COMMUNITY ASSOCIATION NO.1, INC.
As last amended May 25, 2000

1. General

1.1 Identity: These are the By-Laws of LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC., called Association in these By-Laws, 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 October 30, 1972 and amended from time to time. (Last amended May 25, 2000).

1.2 Office: The office and post office address of the Association shall be 1141 N.W. 85th Avenue, Plantation, Fort Lauderdale, Florida 33322-4624, or such other place as the Board of Directors may determine from time to time.

1.3 Fiscal Year: The fiscal year of the Association shall be the calendar year.

1.4 Seal: 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:

1.5 Members' Qualifications: The members of the corporation shall consist of all of the record owners of condominium parcels subject to the Declarations of Condominium, and lots/detached homes in Lauderdale West which are subject to a Declaration of Restrictions, provided that the aggregate number of voting members at one time shall not exceed 1,359. If the ownership of a condominium apartment or lot/detached home is in more than one name, the several owners shall be considered one insofar as the limitation in the number of voting members in the Association as set forth in the Charter and these By-Laws.

2. Members' Meetings:

2.1 Annual Members' Meeting: The annual members' meeting shall be held at the office of the corporation at 10 a.m. Eastern Standard Time, on the fourth Monday in March of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided however, if that day is a legal or religious holiday, the meeting shall be rescheduled as soon as possible.

2.2 Special Members' Meetings: Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

2.3 Notice of all Members' Meetings: Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed or hand delivered not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meetings. Proof of such delivery shall be given by the affidavit of the person(s) giving the notice. Notice of meetings may be waived before or after meetings.

2.4 Quorum. A quorum at members' meetings shall consist of a majority of the votes of the entire membership, either in person or by proxy. In the case of separate issues involving condos or lots/detached homes, separate quorums shall be attained.

* Previous item (missing from sequence) has been deleted from the original document.

2.5 Voting Rights: The members of the Association shall be entitled to one vote for each apartment or lot/detached home owned by them, either in person or by absentee ballot.

2.6 Designation of Voting Representative. If an apartment or home is owned by one person, or if there is one trustee, or is occupied by one life tenant, that individual shall be entitled to cast a vote on all Association matters. If two or more persons are owners of record, or if the property is held in a trust, or is occupied by life tenants, ***the first of these persons to appear at the polling place will be considered the person entitled to cast the vote.*** The same would apply in the case of proxy or absentee ballot.

If an apartment or home is owned by a corporation, the person entitled to cast the vote 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 is filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment or home concerned.

2.7 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 in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.8 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.

2.9 Order of Business: 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.

3. Board of Directors.

3.1 Management of Affairs: The affairs of the Association shall be managed by a board of not less than five (5) nor more than eleven (11) directors; the exact number to be determined at the time of election. Every director and/or officer shall be a resident member (owner or life tenant) of the Association or the spouse of such member. A resident member who seeks election to the Board is one who resides in the community not less than six consecutive months in the year immediately preceding the date of nominations for directors. Only one member of a family entity may seek election or serve on the Board at the same time.

3.2 Election of Directors: The election of directors shall be conducted in the following manner:

* Previous item (missing from sequence) has been deleted from the original document.

CORRECTIONS TO BY-LAWS

November, 2002

ARTICLE 1

1.1 *Delete end of paragraph* (Last amended May 25, 2000).

3. Board of Directors

3.2 Election of Directors

c. was not printed, should read as follows:

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

d. was not printed, should read as follows:

Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings shall be filled by the remaining directors.

4.11 (k) *Section on Animals or Pets on Premises was left out* - should read as follows:

ANIMALS OR PETS ON PREMISES - Pursuant to Document provisions, pets are not permitted. Owner(s) or occupant(s) will receive warning to remove animals or pets that are in or about their premises. If owner(s) or occupant(s) does not comply within 14 days, fine shall be \$5.00 plus \$1.00 per day thereafter until animal or pet is removed.

Schedule to By-Laws, Rules and Regulations (Page 9)

Item 4: As amended in 1988 and 2001, in Dec. Condo and Dec. Restrictions - age should be stated as 18 to be in conformity with those documents

" No persons who have not attained ~~sixteen (16)~~ eighteen (18) years of age shall be permitted to reside permanently in LAUDERDALE WEST, except that children under such age, may be permitted to visit temporarily, and in no event shall bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles be allowed to stand in any of the common areas.

Item 11. The parking or storage of motor vehicles other than passenger cars (trailers, campers, boats) on common property or private roads serving common property is prohibited, except in areas expressly designated by the Association, ~~is prohibited~~.

Scrivener's error:

a. Election of directors shall be held at the Annual Members' Meeting.

3.3 Removal of Directors: Any director may be removed by a majority of the voting interests of the membership of the entire Association at a special meeting called for that purpose. When a director or officer absents himself from the meetings of the Board of Directors for a period of three consecutive months, and such absence is not excused by the Board of Directors, such absence shall be deemed to be a resignation from the office of director and the position of that director shall be deemed vacant. All vacancies created by recall, resignation or demise may be filled by the Board of Directors for the unexpired portion of the term at a meeting duly convened and held as soon as practicably possible after such vacancy is created.

3.4 Term of Directors: The term of each director's service shall be for two years. Directors shall be elected annually to fill the vacancies created by the expiration of the term of directors that year. Each director shall serve until his a successor is elected and installed, or is removed, or the office is declared vacant as provided in Paragraph 3.3.

3.5 Organization Meeting: 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...

3.6 Regular Meetings of Directors: The 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.

3.7 Special Meetings of Directors: 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.

3.8 Waiver of Notice of Directors Meetings: 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.

3.9 Quorum of Directors: 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 when approval by a greater number of directors is required by the Declarations of Condominium, the Declarations of Restrictions, the Articles of incorporation or these By-Laws.

3.10 Adjourned Meetings of Directors: 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 that might have been transacted at the meeting as originally called may be transacted without further notice.

3.11 Joinder in Minutes of Meeting by Directors: Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring of the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

3.12 Presiding Officer at Directors Meetings: The presiding officer of a directors, meeting 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.

* Previous item (missing from sequence) has been deleted from the original document.

3.13 Order of Business at Directors' Meetings: The order of business at Directors' meetings shall be:

- a. Calling of meeting to order.
- b. Introduction of Guest Speakers if any.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers and committees.
- e. Election of officers if required.
- f. Unfinished business.
- g. New business.
- h. Good and welfare.
- i. Adjournment.

4. Powers and Duties of the Board of Directors: All the powers and duties of the Association existing under the Condominium Act, the several Declarations of Condominium, the Declarations of Restrictions, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by members when such is specifically required. The Board of Directors shall have the power to provide local transportation service for residents of LAUDERDALE WEST, to contract with a transportation company and to include in the annual budget the cost of furnishing such service not to exceed a charge of \$2.00 per month per unit as a common expense. Each rider shall, in the discretion of the Board, pay an additional charge for the service. The amount of this charge to be decided by the Board of Directors. The Board of Directors shall have the power to suspend or discontinue the transportation service.

4.1 The Board of Directors is empowered to impose, assess and levy against the owner of a unit or lot/detached home a fine or penalty for a violation by the owner(s) or occupant(s) of a unit or home of any one or all of items set forth on the attached Schedule "A" made a part hereof, under the following procedures:

- a. Notice of violation shall be given to the unit or home owner or occupant and applicable fine for repeated violation. If said violation is continued or repeated, then written notice of hearing shall be mailed, giving 14 days' notice of date, time and place of hearing, along with statement of alleged violation and fines that may be imposed.
- b. The unit or home owner or occupant against whom the fine may be imposed shall have an opportunity at this hearing to respond and present evidence and provide written or oral argument on all issues involved and shall have an opportunity to review, challenge and respond to material considered by the Hearing Committee or Board.
- c. The Hearing Committee shall consist of one condominium owner and one home owner from each of Phases 2, 3 and 4, and one Board member, all appointed by the Chairperson of the Board with approval of a majority of the Board members present. The Hearing Committee shall select its chairperson from among the members of the Committee.
- d. The unit or home owner(s) or occupant(s) involved may appeal to the Board of Directors within 14 days after the decision of the Hearing Committee. The Board may sustain, reduce or set aside the decision of the Hearing Committee. If decision is sustained or reduced, the fine shall be paid forthwith.
- e. In the event that the special billing is not paid, in addition to any other rights contained in the Declaration of Condominiums I through XVII and the Declarations of Restrictions, Sections II, III, IV, pertaining to liens, the Association shall have the right to file a lien against the unit or home owner's property for the unpaid payment and to proceed

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with any court action to enforce the payment together with interest and reasonable attorney's fees, costs and disbursements.

4.2 Disbursements: To use the proceeds of assessments in the exercise of its powers and duties.

4.3 Maintenance: To maintain, repair, replace and operate the properties in Lauderdale West.

4.4 Insurance: To purchase insurance upon the condominium properties and jointly held properties in Lauderdale West and properties jointly used by its members, and insurance for the protection of the Association and its members.

4.5 Reconstruction: To reconstruct, improvements after casualty and to further improve the properties in Lauderdale West.

4.6 Regulation. To make and amend reasonable Rules and Regulations respecting the use of the property in Lauderdale West in the manner provided by the several Declarations of Condominium and the Declarations of Restrictions. Rules and Regulations of the Association, until further amended, shall be as set forth in Schedule I attached hereto.

4.7 Approval. To approve or disapprove the sale, transfer, lease, and ownership of apartments or lots/detached homes in the manner provided by the applicable Declarations of Condominium and the Declarations of Restrictions. The Association shall have the authority to charge a fee as set by State Law, for processing any application for the foregoing.

4.8 Management Contract: To contract for management of the Association and to delegate to the contractor all powers and duties of the Association except such as are specifically required by the applicable Declarations of Condominium, the Declaration of Restrictions, or these By-Laws to have approval of the Board of Directors or the membership of the Association or the owners within a particular condominium property.

4.9 Enforcement: To enforce by legal means the provisions of the Condominium Act, the applicable Declarations of Condominium, the Declaration of Restrictions, the Articles of Incorporation, the By-Laws and the regulations for the use of the property in Lauderdale West.

4.10 Purchase Apartments: To purchase apartments in a condominium subject to the provisions of the applicable Declarations of Condominium; to purchase lots subject to the provisions of the Declaration of Restrictions.

4.11 Schedule "A" Violations and Fines:

(a) **Late Maintenance Payments** - If payment of monthly maintenance assessment is not received by the 10th day of the month for which it is due, owner shall be subject to fine of \$5.00 per month thereafter until payment received.

(b) **Trash Bags Put Out Prior to 5 P.M.** for collection or left in front of dwellings if uncollected, resident will be given a warning. If offense repeated, violator will be subject to \$5.00 fine for each offense.

(c) **Debris Dumped in Lakes or Canals** - Penalty is \$25.00 for each offense. No warning will be issued.

(d) **Planting of Trees or Bushes without prior Board approval** - Owner or occupant will

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be given written notice to remove. If planting is not removed within 14 days, planting will be removed by Association Maintenance Dept. and owner will be billed for cost of such removal.

(e) Poor Lawn Keeping - Removal of fallen fruit and other litter from all trees and bushes are owner's responsibility. Resident (owner or occupant) will be given written notice to clean up. If not done within seven (7) days, cleanup will be done by Association Maintenance Dept. and owner billed for cost.

(f) Failure to Keep Pole Light Lit in front of dwelling and/or rear plex light - A written notice to owner or occupant will be issued to remind resident to keep these lights on at night. If resident fails to comply within seven (7) days, fine shall be \$5.00 and \$ 1.00 per day thereafter while violation continues.

(g) Unapproved Colors on building trim, awnings or driveway - Owner shall be given written notice to remedy the non-conforming condition. If not remedied within 30 days, fine shall be \$10.00 plus \$1.00 per day thereafter until condition corrected.

(h) Overnight Parking in main parking lot, model parking area or satellite parking lot without Board authorization - Car owner will receive warning. Subsequent violations will carry a \$5.00 fine for each additional offense.

(i) Failure to file for and obtain Board approval for sale or lease of apartments, or homes shall be subject to fine of \$100.00 or maximum allowed by law, plus appropriate legal action and expenses incurred by the Association.

(j) A Garage Sale is only permitted once for current owner(s) of a unit. Permission must be obtained from the Board, and necessary permit from the City of Plantation. Signs are *not* permitted on common ground, but one sign is permitted in the front window. Failure to follow rules will result in a \$100.00 fine.

5. Officers:

5.1 **Executive Officers.** The executive officers of the Association shall be a President, one or more Vice Presidents and a Secretary, who shall be directors, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by a two-thirds vote of all the Directors, at any meeting. The Board of Directors from time to time may elect such other officers (such as Treasurer, Recording and Financial Secretary) and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 **President:** The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties usually vested to the office of President or an association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3 **Vice President:** The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 **Secretary:** 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

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and affix it 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.

5.5 Treasurer: The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

5.6 Compensation: 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 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 several Declarations of Condominium, the Declaration of Restrictions, and Articles of Incorporation shall be supplemented by the following provisions:

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

a. **Current expense,** which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

b. **Reserve for deferred maintenance,** which shall include funds for maintenance items that 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 that will be part of the common elements.

6.2 Budget: The Board of Directors shall adopt two budgets for each calendar year, one of which shall be with respect to the Association's responsibility relative to the several condominiums within LAUDERDALE WEST, and the other of which shall be with respect to the lands made subject to Declarations of Restrictions covering single family residential lots/detached homes within LAUDERDALE WEST. Each such budget 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 115% of the budget for this account for the prior year.

b. **Reserve for deferred maintenance,** the amount of which shall not exceed 110% of the budget for this account for the prior year.

c. **Reserve for replacement,** the amount for which shall not exceed 110% of the budget for this account for the prior year.

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d. Provided, however, that the amount for each budgeted item may be increased over the prescribed limitations when approved by apartment and lot/detached home owners entitled to cast not less than 60% of the votes of the entire membership of the Association.

*f. 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 amended subsequently, a copy of the amended budget shall be furnished to each member.

6.3 Assessments: Assessments against the members for their shares of the items of the budget shall be made for the calendar year annually advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due on the first day of January of each calendar year, but shall be payable in four equal quarterly installments on the first days of January, April, July and October of the 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 quarterly annual installments on such assessments 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 assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the approval of the membership of the Association as previously required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year from which the amended assessment is made shall be due upon the date of the assessment. The amended assessment shall be paid in equal payments on the payment dates of the annual assessment during the remainder of that calendar year. The first assessment shall be determined by the Board of Directors of the Association.

6.4 Acceleration of Assessment Installments Upon Default: If a member 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 to the member, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice, or not less than twenty (20) days after the mailing of such notice by registered or certified mail, whichever shall first occur.

6.5 Assessments for Emergencies: Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the members concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the members concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.6 Bank Depository: The depository of the Association shall be such bank or financial institutions 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.

6.7 Audit: 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 May 1 of the year following the year for which the audit is made.

6.8 Fidelity Bonds: Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be de-

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COMMISSION BROWARD COUNTY DEPUTY CLERK 1004

1 Amendment to By-Laws

The undersigned, as Secretary of LAUDERDALE WEST COMMUNITY ASSOCIATION NO.1, INC., a Florida not-for-profit corporation, hereby certifies that the following amendment to the By-Laws has been duly adopted by written consent (ballot) tallied as of the 14th day of January, 2002 and approved by a vote of the ENTIRE membership of LAUDERDALE WEST in excess of sixty-six and two-thirds percent (66²/₃%) after having been approved by a majority of the Board of Directors.

The Amendment to the By-Laws is set forth as follows:

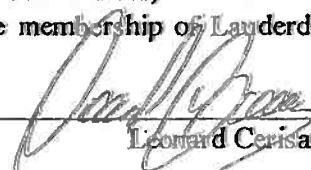
The original documents filed in 1972 provided for quarterly payments of maintenance charges. This was changed to requirement of monthly payments in June 1978. Section 6.3 Assessments should read as follows:

Article 6.3 Assessments : Assessments against the members 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 due on the first day of January of each year, but shall be payable in four twelve equal quarterly monthly installments on the first days of ~~January, April, July and October~~ of the year for which the assessments are made. of the month. 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 annual installments shall be due upon each installment date until changed by an amended assessment. *The balance of the section remains as stated.*

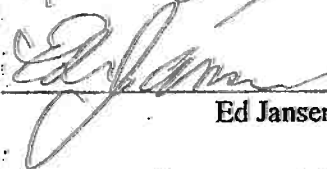
DATED JANUARY 14, 2002

APPROVED

The President and Secretary of the Association do hereby certify that the aforementioned By-Laws has been amended by a majority vote of the Board of Directors, and has been approved in writing, by ballot vote, in excess of 66²/₃% of the entire membership of Lauderdale West Community Association No.1, Inc.

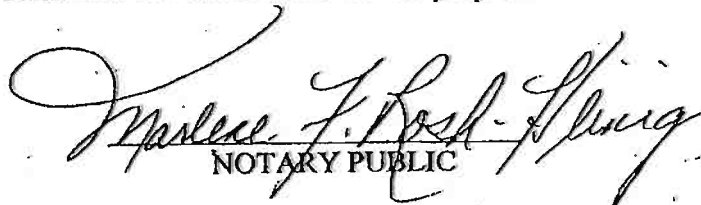

Leonard Cerisano, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)
CITY OF PLANTATION)

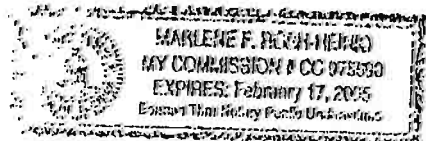

Ed Jansen, President

Before me a notary public of the State of Florida, personally appeared Ed Jansen and Leonard Cerisano, known to me to be the persons who executed the foregoing Certificate of Amendments and they acknowledged to me that they executed the Certificate of Amendments for the purpose therein stated.

In Witness Whereof, I have hereunto set my hand and seal this 14th day of January, 2002.


NOTARY PUBLIC

Recorded in the Official Records Book
of Broward County, Florida



Note: ~~Strike throughs~~ are deletions; Underlined portions are new provision.

emined by the directors, but shall be not less than \$10,000.00., The premiums on such bonds shall be paid by the Association.

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

8. Amendments: These By-Laws may be amended in the following manner:

8.1. Notice of Amendment to By-Laws: Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2 Proposal and Adoption of Amendments: A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of 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 66% of the entire membership of the Board of Directors and by not less than 66% 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.

Schedule to By-Laws RULES AND REGULATIONS

The following rules and regulations apply to all condominium apartments and detached homes alike; all referred to hereinafter as units. Some of the following are subject to fines, as listed in Section 4.1 1 of the By-Laws.

1. The sidewalks, entrances and walkways shall not be obstructed or used for any purpose other than ingress to and egress from the Living Units.

2. The exterior of the Living Units and the porches and all other areas appurtenant to a Living Unit shall not be painted, decorated, or modified in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.

3. No article shall be hung or shaken from the doors, windows, terraces or walks, or placed upon the outside window sills of the Living Units.

4. No persons who have not attained sixteen (16) years of age shall be permitted to reside permanently in LAUDERDALE WEST, except that children under such age, may be permitted to visit temporarily, and in no event shall bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles be allowed to stand in any of the common areas.

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5. No owner shall make or permit any noises that will disturb or annoy the occupants of any of the Living Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.
6. Each owner shall keep his Living Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
7. No shades, awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the buildings except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of Association.
8. Each Living unit owner who plans to be absent from his unit during the hurricane season, must prepare his unit prior to his departure by:
 - (a) Removing all furniture, plants and other objects from his terrace, and
 - (b) Designating a responsible firm or individual satisfactory to the Association, other than the manager, to care for his Living Unit should the unit suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.
9. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Living Units, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the Living Units without similar approval.
10. All garbage and refuse from the Living Units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All disposals shall be used in accordance with instructions given to the owner by the Association. Wet garbage shall be deposited in the owner's disposal rather than in the garbage containers whenever possible.
11. The parking or storage of motor vehicles other than passenger cars, trailers, campers, boats on common property or private roads serving common property, except in areas expressly designated by the Association, is prohibited.
12. Water-closets and other water apparatus in the buildings shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown in the same. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the owner in whose Living Units it shall have been caused.
13. No owner shall request or cause any employee of the Association to engage in any private business of the owner.
14. No bird or animal shall be kept or harbored in Lauderdale West unless the same in each instance be expressly permitted in writing by the Board, which permission may be conditioned on such terms as the Association in its sole discretion deems to be in the best interests of Lauderdale West as a whole. Such permission in one instance shall not be deemed to institute a blanket permission or permissions in any other instance; and any such permission may be revoked at any time in the sole discretion of the Association. In no event shall dogs be permitted in any of the public portions of Lauderdale West unless carried on a leash, and only in such places as may from time to time be designated by the Association. The owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from

* Previous item (missing from sequence) has been deleted from the original document.

or growing out of having any animal in the development. If a dog or other animal becomes obnoxious to other owners by barking or otherwise, the owner thereof must cause the problem to be corrected; or if it is not corrected, the owner, upon written notice by the Association, will be required to dispose of the animal.

BE IT FURTHER RULED that those animals or pets currently within the confines of Lauderdale West shall be permitted to remain during their lifetime until their demise, provided that their respective owners comply with the following stipulations:

- a. Dogs and other animals must have current Broward County license.
 - b. Affidavit must be signed by prospective owners and renters as to non-harboring of animals.
 - c. Animals may not be replaced upon death or other removal from premises.
 - d. Dogs, other animals or pets may not create nuisance to other residents.
 - e. Dogs and other animals must be on leash at all times outdoors.
 - f. Dogs, other animals or pets may not be brought to recreation areas, clubhouse, pools, etc.
 - g. Owners must clean up defecations and place them bagged into their own trash bags.
 - h. Feeding of animals (including stray cats, dogs, ducks, etc.) outdoors is prohibited.
 - i. Pest control treatment made necessary by pets is responsibility of owner (fleas, roaches, etc.)
15. No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Living Units, or the roofs thereon.
16. The agents of the Association and any contractor or workman authorized by the Association may enter any Living Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium, Declaration of Restrictions, Articles of Incorporation or these By-Laws. Except in case of emergency, entry will be made by pre-arrangement with the owner.

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IN WITNESS WHEREOF, the President and Secretary of Lauderdale West Community Association No. 1, Inc. have executed these Revised By-Laws this 25th day of May, 2000.

Marvin Greenberg
Marvin Greenberg, President

Barbara Stuart
Barbara Stuart, Secretary

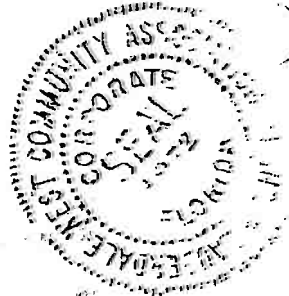
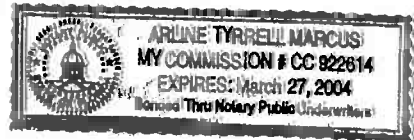
STATE OF FLORIDA)
COUNTY OF BROWARD)
CITY OF PLANTATION)

Before me, a notary public of the State of Florida, personally appeared Marvin Greenberg and Barbara Stuart, known to me to be the persons who executed the foregoing Revised By-Laws and they acknowledged to me that they executed the Revised By-Laws for the purpose therein stated.

In Witness Whereof, I have hereunto set my hand and seal this 25th day of May, 2000.

Arline Tyrrell Marcus
NOTARY PUBLIC

Original Documents and amendments
have been Recorded in the Official Records Book
of Broward County, Florida



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DECLARATION OF CONDOMINIUM of LAUDERDALE
WEST CONDOMINIUM NO. XVII

As last amended May 25, 2000

Made this 16th day of August, 1974, by Lauderdale West Development Corp., a Florida corporation, and Gulfstream Lauderdale West, Inc., a Florida corporation, a joint venture, d/b/a LAUDERDALE WEST ASSOCIATES, herein 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 herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, herein called the Condominium Act.

1.1 **Name and Address:** The name by which this condominium is to be identified is LAUDERDALE WEST CONDOMINIUM NO. XVII, a condominium and its address is 1141 N.W 85th Avenue, Plantation, Fort Lauderdale, Florida 33322-4624.

1.2 **The Land:** The lands owned by developer which are hereby submitted to the condominium form of ownership are the lands described in Exhibit "A" attached hereto and made a part hereof, which lands are herein called "the land".

2. **Definitions:** The terms used herein and, in the By-Laws, shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

2.1 **Apartment** means unit as defined by the Condominium Act.

2.2 **Apartment owner** means unit owner as defined by the Condominium Act.

2.3 **Association** means Lauderdale West Community Association No. I, Inc. and its successors.

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

2.5 **Common expenses include:**

(a) **Expenses of administration:** Expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartments to be maintained by the Association; expenses of maintenance, operation, repair or replacement of private roads and other facilities located within Lauderdale West and intended for the joint use and enjoyment of all members of the Association and expenses for providing, installing and maintaining outdoor lighting fixtures.

(b) Expenses declared common expenses by provisions of this Declaration or the By-Laws.

(c) Any valid charge against the condominium as a whole.

>>(e) Common expenses shall not include the cost of water and sewer services to an Apartment. Such services are to be supplied by City of Plantation and the costs thereof paid for directly by each Apartment Owner.

(f) Common expenses shall include the cost of Basic Cable Television as per contract, the cost of shall be charged equally to owners as part of their monthly maintenance.

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2.6 **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.

2.7 **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.

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

3. **Development Plan:** This condominium is one of a series which may be constructed under a common plan known as Lauderdale West. All of the condominiums in Lauderdale West shall be operated and governed by the same association which is known as Lauderdale West Community Association No. 1, Inc., herein referred to as the Association. The Association shall also govern a group of detached single family residences under the common plan of Lauderdale West. The maximum number of apartments and detached single family residences within the Association shall never exceed 1,359 in the aggregate. All of the condominium buildings constructed under the common plan may be referred collectively as "Lauderdale West Condominiums", but each condominium shall be identified as Lauderdale West Condominium No, I, II, III, etc. In order to maintain privacy and assure the exclusive nature of Lauderdale West, certain roads shall remain private, and, therefore, there exist non-exclusive easements for ingress and egress to and in favor of the Association, its members, their invitees and guests, over and upon certain lands in Lauderdale West. The Association shall have the right to dedicate private roads to the public. This condominium consists of 16 one-story residential apartment buildings, each containing two or four apartments described and identified in the original site plans.

3.1 **Survey and Plans:** A survey of the land showing the improvements thereon is attached as Exhibit "B"; the improvements upon the land are constructed substantially in accordance with the plans and specifications therefore prepared by Alberto Lauderman, 6241 N.W. 110th Street, Hialeah, Florida, a portion of which plans and a certificate of engineer are attached hereto as the following exhibits;

Exhibit "B"..... Survey, Site Plan and Graphic Description of Improvements

Exhibit "C"..... Typical Floor Plans

>>3.3 **Easements:** The following easements are covenants running with the land of the condominium:

(a) Utility Easements are reserved through the condominium property as may be required for utility services in order to adequately serve the condominium; 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.

(b) Ingress and Egress is reserved for pedestrian traffic over, through and across sidewalks, and paths, walks, and lanes as the same from time to time may exist upon the common elements; and for vehicular traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes.

(c) Easements in Parking Areas: Easements are reserved to the owners of units in Lauderdale West Condominiums for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes; and for the construction and maintenance of water, sewer and other utilities and sprinkler systems.

(d) Easement of Unintentional and Non-Negligent Encroachments: If an apartment shall encroach upon any common element, or upon any other apartment by reason of original construction or by the non-purposeful or non-negligent act of the apartment owner, then an easement appurtenant to such encroaching apartment, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any original construction or the non-purposeful or non-negligent act of the Association shall create an encroachment upon a common element, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(e) Easements Reserved in Common Elements for use in connection with other condominiums: The undersigned hereby reserves unto itself the right to grant easements over any of the common elements of this condominium to be used for, by or in connection with any other condominium which may hereafter be erected on property owned by undersigned in the vicinity of the property covered hereby, to the same extent as if said common elements were common elements of said other condominiums or as may become necessary for the purpose of the undersigned, its grantee, lessee, successors, or assigns, servicing its adjacent properties with utility services, drainage, sprinkler systems and easements for ingress and egress.

>>Previous item (missing from sequence) has been deleted from the original document.

3.4 Improvements-general description

(a) Building: This condominium consists of 16 one-story residential apartment buildings, each containing four apartments and/or one-story residential apartments, each containing two apartments, with adjacent lands as more particularly described in this Declaration. The buildings have or will be equipped with all appurtenant electrical, plumbing, air conditioning and heating facilities as provided for in the plans and specifications described in paragraph 3.1 hereof.

(b) Other Improvements: The condominium includes grounds and landscaping and automobile parking areas, all of which are located substantially as shown on Exhibit "B" and which are part of the common elements.

3.5 Apartment boundaries: Each apartment shall include that part of the building containing the apartment that lies within the boundaries of the apartment which boundaries are as follows:

(a) **Upper and lower boundaries:** The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(i) **Upper boundaries:** The horizontal plane of the undecorated finished ceiling.

(ii) **Lower boundaries:** The horizontal plane of the undecorated finished floor.

(b) **Perimetrical Boundaries:** The perimetrical boundaries of the apartment shall be the vertical planes of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries. Such boundaries shall include the terraces serving such apartment exclusively. Porches which provide access to front entrance doors of more than one apartment shall not be included within the boundaries of any one apartment but shall be limited common elements appurtenant to the apartments which they serve.

3.6 Common Elements: The common elements include the land and all other parts of the condominium not within the apartments.

3.7 Limited Common Elements: The limited common elements are those portions of the common elements that are reserved for the use of a certain apartment or apartments to the exclusion of other apartments.

4. The Apartments:

4.1 Condominium Parcel: The condominium property is declared to contain 68 units, each of which, together with its appurtenances constitutes a condominium parcel. Each condominium parcel is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law. Each parcel shall be comprised of an apartment together with the following appurtenances:

(a) An Undivided 1/68th fractional share in the common elements.

(b) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(c) Membership in the Association and an undivided fractional share in the common surplus of the Association.

(d) The right to use, occupy and enjoy community facilities subject to the provisions of this Declaration, the By-Laws and Rules and Regulations.

(e) The right to use two parking spaces located upon the land as assigned by the Association.

(f) A copy of this Declaration of Condominium, together with the schedule and exhibits referred to herein.

(g) The easements described in paragraph 3.3.

4.2 Identification of Buildings: Each of the buildings in the condominium is identified by a separate number as shown in Exhibit "B" appended hereto.

4.3 Identification of Apartments: Each apartment in each building is identified by separate letter as shown on Exhibit "B" appended hereto.

4.4 Typical Apartment: There are typical apartment floor plans in each building as shown on Exhibit "C".

NOTE: In order to make these documents generic, the wording for each Declaration of Condominium has been deleted and described fully on Exhibit "C" to accommodate all units.

4.5 Liability for Common Expenses; Share of Common Surplus: Each apartment owner shall be liable for a share of the common expenses of the Association applicable to condominium apartments, and shall have a share in the common surplus of the Association applicable to condominium apartments, share shall be a fraction the numerator of which shall be one, and the denominator of which shall be the aggregate number of apartments submitted to condominium form of ownership within LAUDERDALE WEST by the Developer.

4.6 Certain portions to be limited common elements: The portions shown on Exhibit "B" marked "P" are limited common elements appurtenant to the abutting apartments. Such portions may be used by the owners of said abutting apartments only for ingress and egress to their respective apartments and for no other purposes whatsoever.

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

5.1 Apartments:

(a) By the Association: The Association shall maintain the following, the cost of which is hereby declared to be a COMMON EXPENSE and charged to the budget of the 544 CONDOMINIUM OWNERS.

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

(ii) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of an apartment maintained by the Association.

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

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

(i) 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.

(ii) To maintain, repair and replace at his expense the air conditioning and heating equipment serving his apartment, including the portion located upon the roof, and all appliances and fixtures located in his apartment.

(iii) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(iv) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which, is that of the Association.

(c) **Alteration and improvements:** Neither an apartment owner nor the Association shall make any alterations in the portions of an apartment or apartment building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which 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 the plans of all such work prepared by an architect or contractor licensed to practice in this state, shall be filed with the Association prior to the starting of the work.

5.2 Common Elements:

(a) **By the Association:** The maintenance and operation of the common elements, including limited common elements, shall be the responsibility and expense of the Association.

(b) **Alteration and Improvements:** After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration nor further improvement of common elements without prior approval in writing of the record owners of the apartments; provided, however, that any alteration or improvement of the common elements bearing the approval in writing of the record owners of not less than 75% of the common elements, and 75% of the condos involved and which does not interfere with the rights of any owners without their consent, may be done, There shall be no change in the shares and rights of an apartment owner in the common elements that are altered or further improved. The cost of such improvements shall be charged equally to the 544 condominium owners.

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

6.1 Share of common expense: Each apartment owner shall be liable for the proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as set forth in paragraph 4.5 above.

6.2 Interest; application of payments: Assessments and installments on such assessments paid on or before ten days after the day 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

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 as provided for by the Condominium Act 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 Lauderdale West Community Association No. 1, 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.

7.2 The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached.

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 Separation:

(a) The undivided share in the common elements, which is appurtenant to a unit, shall not be separated therefrom and shall pass with the title to the unit or not separately described.

(b) A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

(c) The shares in the common elements appurtenant to units shall remain undivided and no action for partition of the common elements shall lie.

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.

8. Insurance: The insurance other than title insurance that shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

8.1 Authority to Purchase; named insured: All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgage endorsements and

· memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association and all policies and their endorsements shall be deposited with the Association. Apartment owners may obtain coverage at their own expense for their personal property and for their living expenses. The Association is not required to insure electrical fixtures, appliances, A/C-heating equipment, built-in cabinets, ceiling, floor or wall coverings in the condominium apartments.

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, all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors for the Association. Such coverage shall afford protection against:

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

(ii) 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.

(b) **Public Liability** in such amounts and with such coverage as shall be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the apartment owners jointly and severally and the Association.

(c) **Worker's Compensation** policy to meet the requirements of the law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desired.

8.3 Premiums: Premiums upon insurance policies purchased by the Association for the condominiums shall be paid by the Association as a common expense of the condominiums.

8.4 Insurance Trustee; Shares of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interest may appear and shall provide that all proceeds covering property losses shall be paid to the Association and deposited in a separate bank account to be monitored by a Board of Trustees, consisting of the Chairperson, First Vice Chairperson, Treasurer and Secretary of the Board of Directors of the Association. The provisions of this section shall apply only to those property loss claim settlements that exceed the sum of Five Thousand Dollars (\$5,000.00).

(a) **Common elements:** Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(b) **Apartment:** Proceeds on account of damage to apartments shall be held in the following undivided shares:

(i) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(ii) When the building is not to be restored - An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

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

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

(a) **Expenses:** All expenses of the Association with reference to the particular insurance claim shall be paid first or provision made for such payment.

(b) **Reconstruction or repair:** If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(c) **Failure to reconstruct or repair:** If it is determined in the manner elsewhere provided, that the damage for which proceeds are paid, shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(d) **Certificate:** In making distribution to apartment owners and their mortgagees, the Association may rely upon a certificate of the Association made by its President and Secretary as to the current roster of the names of the apartment owners and their respective shares of the distribution.

8.6 Association as Agents: The Association is irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment 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.

9. Reconstruction or Repair after Casualty:

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) **Common element:** If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) **Apartment buildings:** If the damaged improvement is the apartment buildings, and:

(i) **Lesser damage:** If apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated,

(ii) **Major damage:** If apartments to more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

(c) **Certificate:** The Board of Directors shall 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 building, portions of which are attached as exhibits, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

9.3 Responsibility: If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimates Of Costs: Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5 Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

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

(a) Association: If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association (see 8.4). In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair. The sums deposited with the Association from collections of assessments against apartment 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:

(i) Association - lesser damage: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Association by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(ii) Association major damage: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then 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.

(iii) Apartment owner: The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Association to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee, jointly, who may use such proceeds as they may be advised. It shall be presumed that the first monies 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 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.

(iv) Certificate: Notwithstanding the provisions of this instrument, the Association shall not be required to determine whether or not sums paid by the apartment owners upon assessments shall be deposited by the Association, 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 is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Association may rely upon a certificate made by its President and Secretary as to any and 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 in this instrument to be named as payee, the Association shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

10. Use Restrictions: The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment buildings in useful condition exist upon the land and these restrictions shall be covenants running with the land of the condominium.

10.1 Apartments: Each of the apartments that are a part of the condominium shall be occupied only by one family, its servants and guests, as residents, and for no other purpose. No apartment may be divided nor subdivided into a smaller unit nor any portion sold or otherwise transferred. See 10.2.

10.2 Age Limitations: In recognition of the fact that the land in Phase 1 (Condominium Apartments) has been platted and the structures located thereon are designed primarily for the convenience and accommodations of adults who have attained the age of 55 or older, no dwelling unit or housing may be occupied or used except by at least one person who has attained the age of 55 years or over. Exceptions:

(1) A spouse or child of a qualifying resident over the age of 18 years;

(2) a person over 18 years of age who provides economic or physical care to a qualifying resident;

(3) persons over 18 years of age who have inherited apartments due to death of resident owners, as long as at least 80% of units in entire project area are occupied by at least 1 person 55 years of age older. No person under the age of 18 shall reside permanently in Lauderdale West. The Board shall have discretionary power over exceptions in individual cases.

Definitions: A permanent resident is defined to be a person who resides in any dwelling for more than thirty (30) nights in any 12-month period. A qualifying resident is defined as a person who is an owner or lessee of a dwelling and has attained his or her seniority. Seniority is defined as the age of 55 years or over. A guest is a person stays overnight in any resident for a maximum of 30 nights in any 12-month period. Anyone staying beyond this period must receive Board approval.

10.3 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 apartments.

10.4 Nuisances: No nuisances shall be allowed upon the condominium property, nor any use or practice that 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 condominium 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 that will increase the cost of insurance upon the condominium property.

Place this in your Condo Documents behind page 12 of Declaration of Condominium

I Amendment to Declaration of Condominium

The undersigned, as Secretary of LAUDERDALE WEST COMMUNITY ASSOCIATION NO.1, INC., a Florida not-for-profit corporation, hereby certifies that the following amendment to the Declaration of Condominium has been duly adopted by written consent (ballot) tallied as of the 14th day of January, 2002 and approved by a vote of the ENTIRE membership of LAUDERDALE WEST in excess of sixty-six and two-thirds percent (66²/₃%) after having been approved UNANIMOUSLY by the Board of Directors.

The amendment to the Declaration of Condominium is as follows:

DECLARATION OF CONDOMINIUM, Article 11 (page 12) now reads:

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


Article 11.1 Transfer Subject to Approval sections (a), (c), (d), (e) remain as stated.

NEW ADDITION: Section (f) In the matter of a sale or refinancing, there shall be a minimum of 20% as down payment and 80% as the maximum amount of total loans/mortgages or indebtedness.

DATED JANUARY 14, 2002

APPROVED

The President and Secretary of the Association do hereby certify that the aforementioned Declaration of Condominium has been amended by a majority vote of the Board of Directors, and has been approved in writing, by ballot vote, in excess of 66²/₃% of the entire membership of Lauderdale West Community Association No.1, Inc.



Ed Jansen, President



Leonard Cerisano, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)
CITY OF PLANTATION)

Before me a notary public of the State of Florida, personally appeared Ed Jansen and Leonard Cerisano, known to me to be the persons who executed the foregoing Certificate of Amendments and they acknowledged to me that they executed the Certificate of Amendments for the purpose therein stated.

In Witness Whereof, I have hereunto set my hand and seal this 14th day of January, 2002.



NOTARY PUBLIC

Recorded in the Official Records Book
of Broward County, Florida

Note: Strikethroughs are deletions; Underlined portions are new provisions.

INSTR # 101620838 OR BK 32644 PG 1842 RECD 01 / 17 / 02 11:21 AM
COMMISSION BROWARD COUNTY DEPUTY CLERK 1004

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

10.6 Leasing: After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee and his family, its servants and guests. No rooms may be rented except as a part of an apartment or to another apartment owner. No lessee may sub-let an apartment or part thereof, and no lease may be assigned.

10.7 Regulations: Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

11. Maintenance of Community Interest: 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 shall be subject to the following provisions as 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 or Lease:** No apartment owner may dispose of an apartment or any interest therein by sale or lease without at any time without approval of the Association, nor prior to the expiration of one year from the date of acquisition of title to said apartment, except in the case of inheritance or financial institution or private lender acquiring title in foreclosure. Minimum lease shall be for three (3) months, maximum lease shall be for one (1) year period. Failure to obtain Board approval shall be subject to fine of \$100 or maximum allowed by law, plus costs of appropriate legal action thereby incurred by the Association.

>>(c) **Gift;** If any apartment owner shall acquire his title by gift, the continuance of his ownership of the 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 lender acquiring title in foreclosure subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

>>Previous item (missing from sequence) has been deleted from the original document.

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

(a) **Notice to Association:**

(i) An apartment owner intending to make a bona fide sale of his apartment or any interest in it 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 of the apartment 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.

(ii) Lease: An apartment owner intending to make a bona fide lease of his apartment or any interest in it 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.

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

(iv) Failure to give notice: If the above required notice to the Association 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 of 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.

(b) Certificate of Approval:

(i) Sale: If the proposed transaction is a sale, then within 30 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 of the Association which shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

(ii) If the proposed transaction is a lease, then within 30 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 of the Association in recordable form, which shall be delivered to the lessee.

(iii) If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 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 of the Association, which shall be recorded in the public records of Broward County, Florida, at the expense of the apartment owner.

(c) **Approval of corporate owner or purchaser:** Inasmuch as the condominium may be used only for residential purposes, and a corporation cannot occupy an apartment for such

CORRECTIONS TO DECLARATION OF CONDOMINIUM

November, 2002

(page 14)

11.3 Disapproval by Association:

The following sections (b) and (c) were not printed:

Please insert the following sections on page 14:

(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 30 days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association upon the following terms:

(i) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price 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 expenses of the arbitration shall be paid by the purchaser.

(ii) The purchase price shall be paid in cash.

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

(iv) 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.

(v) If the Association shall fail to proceed a purchaser as required by this instrument, 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 the apartment owner.

use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be approved by the Association.

11.3 Disapproval by Association: If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed 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 registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(i) 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 the 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.

(ii) The purchase price shall be paid in cash.

(iii) The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within 10 days after the determination of the sale price if such is by arbitration, whichever is the later.

(iv) 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.

(v) If the Association shall fail to provide a purchaser as required by this instrument 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 the apartment owner.

(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 30 days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association upon the following terms:

(i) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price 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 expenses of the arbitration shall be paid by the purchaser.

(ii) The purchase price shall be paid in cash.

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

(iv) 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.

(v) If the Association shall fail to proceed, a purchaser as required by this instrument or it 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 the apartment owner.

11.4 Mortgage: No apartment owner may mortgage his apartment nor any interest in it without the approval of the Association except to a bank, life insurance company or a 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 or may 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 savings and loan association that 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 savings and loan association that 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 provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

11.6 Where the mortgagee of the first mortgage of record, or the purchaser or purchasers of a condominium unit obtains title to the condominium parcel or unit as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the shares of common expenses or assessments by the Association pertaining to such condominium unit or chargeable to former owner of such condominium unit which became due prior to acquisition of title by said mortgagee or purchaser as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable

from all of the owners of condominium units, including a successor or assign of the mortgagee. However, such mortgagee shall be liable for the shares of common due subsequent to the acquisition of title by said mortgagee, or by purchaser as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. The waiver of liability granted herein for the payment of past due assessments shall not apply to the owner who takes back a purchase money mortgage.

11.7 Unauthorized Transactions: Any sale, mortgage or lease 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 and By-laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations 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 negligence 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, by the apartment owner.

12.2 Costs and Attorneys' Fees: In any proceeding arising because of an alleged failure of an apartment owner of the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws, or the Regulations adopted pursuant to them, and the documents and Regulations 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 attorney's 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 of the Association, the By-Laws or the Regulations 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 A resolution for the adoption of 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) by not less than 66^{2/3}% of the entire membership of the Board of Directors and by not less than 66^{2/3}% 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) 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, of apartments nor alter the boundaries of the common element.

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 or 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 concerned and all record owners of mortgages on such apartment 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" or Sections 11.4, 11.5, 11.6 and 11.7, unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment. **Nor shall any amendment to change the obligations of the Association or the Apartment Owners under the Recreation Parcel Lease attached hereto as Exhibit "F" be made unless the record owner of the fee simple title to the lands subject to such Lease and the Lessor thereunder shall join in the execution of the amendment. *No longer applicable.*

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 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.

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

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

Declaration of Condominium

14.2 **Agreement:** The condominium may be terminated at any time by approval in writing of all record owners of apartments and all record owners of mortgages on apartments.

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 its president and secretary certifying as to facts effecting the termination, which termination shall become effective upon recording such certificate among the public records of Broward County, Florida.

14.4 **Shares of owners after Termination:** After termination of the condominium the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the Owners' apartments prior to the termination. The pro rata obligation of each owner under the Recreation Parcel Lease, Exhibit shall continue in full force effect despite any such termination, and the lien contained in the Designation of Agent, Ratification of Lease and Pledge as security for Lease Performance, attached as Exhibit 3 to said Recreation Parcel Lease shall continue as a lien against the interest of each tenant in common despite any such termination.

Δ14.5 **Amendment:** This action concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments and the Lessor under the Recreation Parcel Lease, Exhibit "F".

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

IN WITNESS WHEREOF, the President and Secretary of Lauderdale West Community Association No. 1, Inc. have executed this Revised Declaration of Condominium this 25th day of May 2000.

Marvin Greenberg

Marvin Greenberg, President

Barbara Stuart

Barbara Stuart, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)
CITY OF PLANTATION)

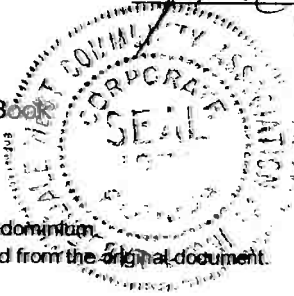
Before me, a notary public of the State of Florida, personally appeared Marvin Greenberg and Barbara Stuart, known to me to be the persons who executed the foregoing Revised Declaration of Condominium and they acknowledged to me that they executed the Revised Declaration of Condominium for the purpose therein stated.

In Witness Whereof, I have hereunto set my hand and seal this 25th day of May, 2000.

Arline Tyrrell Marcus

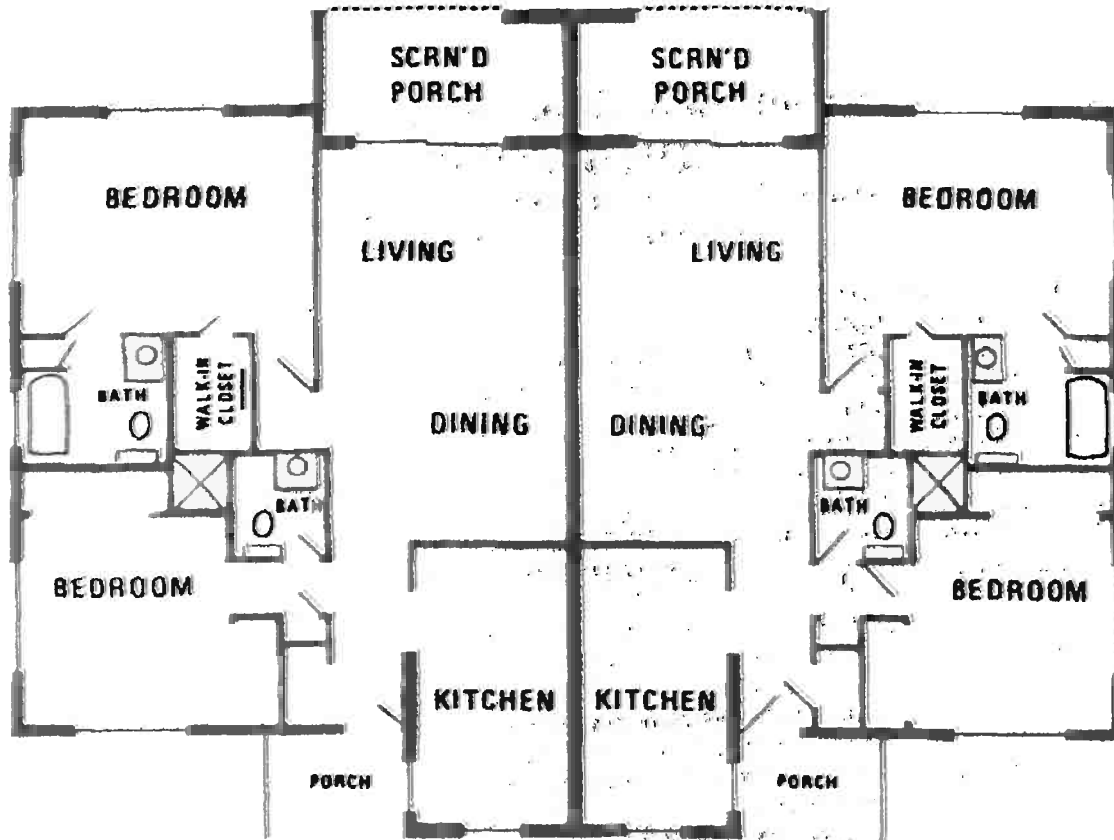
NOTARY PUBLIC

Original Documents and amendments have been Recorded in the Official Records Book of Broward County, Florida



* Insert proper information pertinent to your particular condominium.
>> Previous item (missing from sequence) has been deleted from the original document.
Δ No longer applicable

EXHIBIT "C"



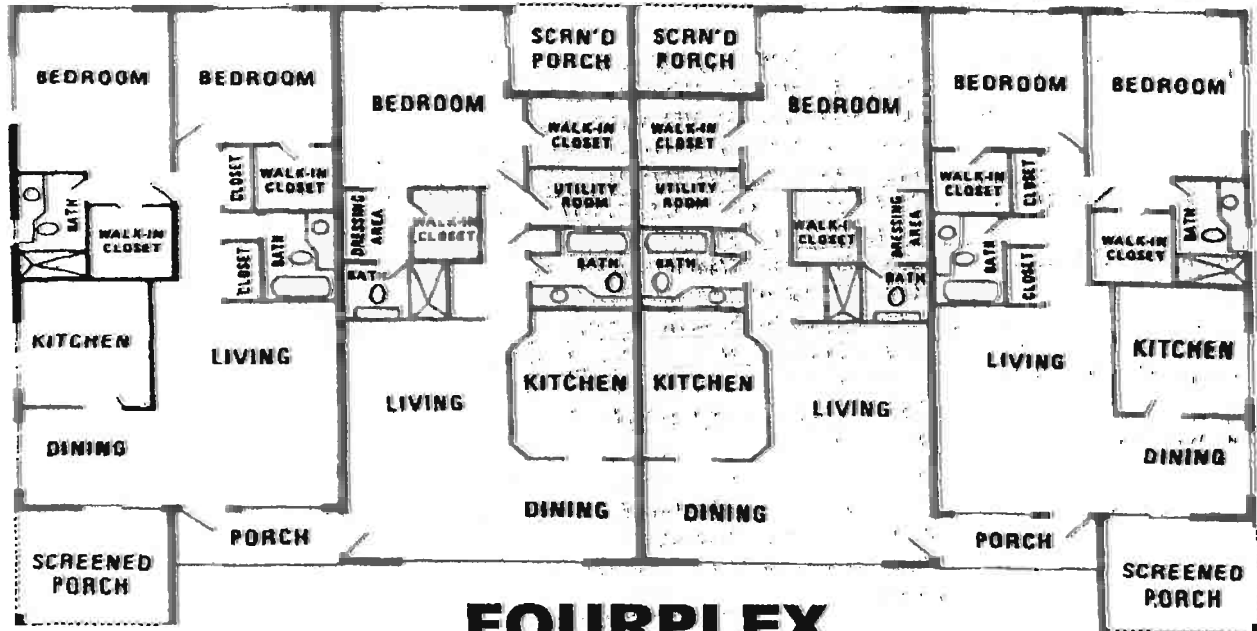
DUPLEX

2 BEDROOM

1 BEDROOM

1 BEDROOM

2 BEDROOM



FOURPLEX