

This instrument prepared by
Or under the direction of
Lloyd W. Procton, Esquire
Lloyd W. Procton, P.A.
400 SE 18th Street
Fort Lauderdale, FL 33316-2820

and
Loretta Kallay Prettyman, Esquire
Becker & Poliakoff, P.A.

**DECLARATION OF RESTRICTIONS
LAUDERDALE WEST, 4TH SECTION**

WHEREAS, LAUDERDALE WEST ASSOCIATES, a joint venture consisting of Lauderdale West Development Corp. and Gulfstream Lauderdale West, Inc., the original Developer, did prior hereto record a Declaration of Restrictions Related to: Lauderdale West, 4th Section in Official Records Book 6588, Page 849, of the Public Records of Broward County, Florida (the "Previous Declaration"), on the following described lands:

LAUDERDALE WEST, 4TH SECTION, according to the Plat thereof recorded in Plat Book 88, Page 44 of the Public Records of Broward County, Florida, (the "Subdivision") and

WHEREAS the Previous Declaration expired pursuant to Chapter 712, Florida Statutes, also known as The Marketable Record Title Act, and

WHEREAS, the "Organizing Committee" for Lauderdale West, 4th Section, namely:

David Langdon
1010 NW 89th Way
Plantation, FL 33322
(954) 370-3090

Harriett Langdon
1010 NW 89th Way
Plantation, FL 33322
(954) 370-3090

Barbara Verna
1174 NW 90th Way
Plantation, FL 33322
(954) 476-7735

has submitted this Declaration of Restrictions (the "Revived Declaration") to the parcel owners affected by the Previous Declaration for approval and the requisite number of said affected parcel owners have approved this Revived Declaration pursuant to Section 720.403 et seq., Florida Statutes, and

WHEREAS, this Revived Declaration governs only the parcels which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration, except as otherwise provided by Section 720.403(3) et seq., Florida Statutes, and this Revived Declaration provides for a term of the same duration as the term of the Previous Declaration, and

WHEREAS, the voting interest of each parcel owner under this Revived Declaration is the same as the voting interest of the parcel owner under the Previous Declaration and the proportional assessment obligation of each parcel owner under this Revived Declaration is the same as the proportional assessment obligation of each parcel owner under the Previous Declaration,

NOW THEREFORE, the "Association" (as herein after defined) does hereby execute this Revived Declaration for the purpose of impressing upon the Subdivision, the covenants, restrictions, reservations, and servitudes hereinafter set forth which shall run with the land and shall be binding upon all persons claiming under them.

1. DEFINITIONS. As used in this Declaration of Restrictions the following have the following meanings:

(a) ASSOCIATION means Lauderdale West Community Association No. 1., Inc., a Florida corporation not for profit, its successors or assigns, the Articles of Incorporation and By-Laws of which are attached hereto, as "Exhibit B" and "Exhibit C"; respectively, and made a part hereof.

(b) BOARD means the Board of Directors of the ASSOCIATION.

(c) COMMON EXPENSE and COMMON EXPENSES means:

(i) Expenses of administration; expenses of maintenance, operation, repair, or replacement of improvements and facilities located upon Parcel C of the Subdivision; expenses of maintenance, operation, repair or replacement of private roads and other facilities located within the Project Area and intended for the joint use and enjoyment of all members of the Association.

(ii) Expenses declared common expenses by the provisions of this Declaration and the Bylaws.

(iii) Any valid charge against the Subdivision as a whole.

(iv) Any valid charge against the Project Area as a whole.

(v) Expenses for which Improved Lot Owners are liable to the Association as set forth in paragraph 6 below.

(vi) Common Expenses shall not include the cost of water and sewer service to an Improved Lot.

(d) DEVELOPER means Lauderdale West Associates, a joint venture, its successors and assigns.

(e) LOT means site as shown on the Plat of LAUDERDALE WEST, 4th SECTION, according to the Plat thereof, recorded in Plat Book 88, Page 44, of the Public Records of Broward County, Florida, together with an undivided one-one-hundred-thirty-eighth fractional interest as tenants in common in Parcel C of LAUDERDALE WEST, 4th SECTION.

(f) IMPROVED LOT means LOT upon which there has been constructed a residence building for which a valid certificate of occupancy has been issued by applicable governmental authority, a Lot shall become an IMPROVED LOT on the date DEVELOPER causes to be filed among the Public Records of Broward County, Florida, a certificate certifying with respect to a particular LOT that a residence building has been constructed thereon for which a valid certificate of occupancy has been issued.

(g) LOT OWNER means the holder or holders of the fee title to a LOT as herein defined.

(h) IMPROVED LOT OWNER means a LOT OWNER as herein defined of an IMPROVED LOT as herein defined.

(i) PERSON means a person, firm, association or corporation.

(j) PROJECT AREA means the lands described in Exhibit "E" attached hereto and made a part hereof.

(k) SUBDIVISION means the lands made subject to the Previous Declaration and to this Revived Declaration.

(l) The use of any gender is deemed to include all genders, the use of the singular includes the plural and the use of the plural includes the singular.

(m) INSTITUTIONAL LENDER shall mean any bank, insurance company or federal savings and loan association having a first mortgage lien upon any LOT or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

2. RESIDENTIAL USE. ALL LOTS in the SUBDIVISION are restricted to the use of a single family, its household, servants and guests. Only one residence building may be built on one LOT. No accessory buildings may be erected. A construction shed may be placed on a LOT

and remain there temporarily during the course of active construction of a residence building; otherwise, no portable buildings or trailers may be placed on a LOT. No building shall exceed 25 feet in height measured from the crown of the street or private drive upon which such building fronts. No building shall be enlarged by additions thereto or portions thereof enclosed unless and until plans for such work shall have been approved in writing by the ASSOCIATION, which approval shall be at the sole discretion of the ASSOCIATION.

3. NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business, profession or any other type of commercial activity shall be carried on upon the SUBDIVISION.

4. LAWNS, LANDSCAPING, FENCES, HEDGES, CLOTHES POLES, HURRICANE SHUTTERS, PARKING. All portions of a LOT not occupied by a building or other permanent structure shall be grassed and kept as a lawn. No trees, shrubbery, or other forms of landscaping shall be installed or maintained unless the same shall have been first approved in writing by the BOARD, which approval may be arbitrarily withheld. No fences or hedges shall be permitted anywhere within the SUBDIVISION except as approved by the BOARD, which approval may be arbitrarily withheld. Outdoor clothes drying activities are hereby restricted to that portion of PARCEL C lying within five feet of the rear line of each LOT and that portion, if any, of a LOT between the rear of a building and PARCEL C. All clothes poles shall be susceptible of being lifted and removed by one person in one minute's time. All hurricane shutters shall be of a type approved by the BOARD, and no such shutters shall be installed unless the same shall be a type approved by the BOARD. No sign of any nature whatsoever shall be erected or displayed within the SUBDIVISION except where express written approval of the size, shape, content and location thereof has first been obtained from the BOARD, which approval may be arbitrarily withheld. The parking or storage of automobiles except upon paved portions of roads and driveways is prohibited. The overnight parking of motor vehicles upon private roads or public rights-of-way is prohibited. The overnight parking or storage of trucks in excess of one-half ton rated capacity is prohibited. The parking or storage of boats or boat trailers, campers or trailers is prohibited except in spaces as may be approved in writing by the BOARD.

5. AGE LIMITATION. In recognition of the fact that the lands in Phases 2, 3 and 4 (detached homes) have been platted and the structures located thereon are designed primarily for the convenience and accommodation 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 homes due to death of resident owners, as long as at least 80% of units in entire project area are occupied by at least one person 55 years of age or 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 stays overnight 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 who stays overnight in any residence for a maximum of 30 nights in any 12-month period. Anyone staying beyond this period must receive Board approval.

6. LAWN, SPRINKLER SYSTEM AND EXTERIOR BUILDING MAINTENANCE, ETC.

(A) Sprinkler System. The ASSOCIATION shall operate, maintain, repair and alter a fresh water sprinkler system constructed over, through and upon all of the SUBDIVISION, accordingly, there is hereby reserved in favor of the ASSOCIATION the right to operate, maintain, repair and alter a fresh-water sprinkler system over, through and upon all of the SUBDIVISION, the cost of which is hereby declared to be a COMMON EXPENSE of the ASSOCIATION. The owners of IMPROVED LOTS in the SUBDIVISION shall be liable to the ASSOCIATION for a prorata share, as hereinafter set forth of such COMMON EXPENSE.

(B) Lawn Maintenance and Spraying. The ASSOCIATION shall maintain, care for

and replace all lawns within the SUBDIVISIONS, accordingly there is hereby reserved in favor of the ASSOCIATION the right to enter over, through and upon all of the SUBDIVISION for the purpose of maintaining and caring for and replacing the laws located thereon, the cost of which is hereby declared to be a COMMON EXPENSE of the ASSOCIATION. Each owner of an IMPROVED LOT in the SUBDIVISIONS is hereby made liable to the ASSOCIATION for a prorata share, as hereinafter set forth, of such COMMON EXPENSE. "Maintenance and care" within the meaning of this sub-paragraph (B) shall include mowing, trimming, pruning, edging, fertilizing, spraying and replacing of lawns. In the exercise of its discretion in this regard, the BOARD shall be governed by the principal that all lawns shall be fully maintained free from unsightly bald spots or dead grass, and uniform in texture and appearance with surrounding lawns in the SUBDIVISION.

(C) Exterior Maintenance and Repair of Buildings. The exterior of all residence buildings in the SUBDIVISIONS shall be maintained and repaired by the ASSOCIATION, the cost of which is hereby declared to be a COMMON EXPENSE and charged to the budget of the LOT/DETACHED HOME OWNERS of the ASSOCIATION, and there is hereby reserved in favor of the ASSOCIATION the right to enter upon all of the SUBDIVISIONS and residence buildings located hereon for the purpose of conducting a periodic program of exterior maintenance and repair, which maintenance and repair shall include, but shall not be limited to repainting and repair of exterior walls, shutters, trim, eaves, roofs, or any portion of the foregoing. This shall also include the replacement of roof size as constructed by Developer. The times when such maintenance, repair and replacement are to be performed and the extent thereof shall be determined by the BOARD in its sole discretion. The owner of each IMPROVED LOT in the SUBDIVISION is hereby made liable to the ASSOCIATION for a prorata share as hereinafter set forth, of such COMMON EXPENSE. The ASSOCIATION shall not be responsible for repairing or replacing a building or structure which in the BOARD'S opinion, shall have been destroyed, nor shall the ASSOCIATION be responsible for repairs beyond the exterior surfaces of buildings, all such repairs being the responsibility of the LOT OWNER.

(D) Private Road and Driveways. The ASSOCIATION shall be responsible for the maintenance and repair of all private roads and driveways, and other facilities intended for the joint use and enjoyment of its members located within the PROJECT AREA, the cost of which is hereby declared to be a COMMON EXPENSE of the ASSOCIATION, and there is hereby reserved in favor of the ASSOCIATION the right to enter upon all portions of the SUBDIVISION for such purposes. The owners of all IMPROVED LOTS in the SUBDIVISION are hereby made liable to the ASSOCIATION for a prorata share, as hereinafter set forth, of such COMMON EXPENSE.

(E) Recreation Lands. The ASSOCIATION has acquired fee simple title by Warranty Deed recorded May 14, 1979 in Official Records Book 8207, Page 177 of the Public Records of Broward County, Florida ("Warranty Deed") in and to certain leased premises demised and described in the Recreation Parcel Lease, recorded December 21, 1972 in Official Records Book 5099, Page 578, as amended by Certificate of Amendment recorded May 14, 1979 in Official Records Book 8207, Page 172, of the Public Records of Broward County, Florida, the provisions of which Recreation Parcel Lease, as amended, to the extent not merged with the Warranty Deed, are incorporated herein by reference as if fully set forth herein. Pursuant to said Recreational Parcel Lease, all moneys due or to become due under the provisions thereof, including, without limitation, expenses of rent, taxes, assessments, insurance premiums and cost of maintenance and repair, including operation of said leased premises and all replacements and undertakings, and such other items as are specified in said Lease are, and shall continue to be, for the full term of said Lease declared to be COMMON EXPENSES of the ASSOCIATION. The owners of all IMPROVED LOTS in the SUBDIVISION are hereby made liable to the ASSOCIATION for a prorata share, as hereinafter set forth of such COMMON EXPENSE.

(F) Insurance on Parcel C. The ASSOCIATION shall purchase insurance policies (except title insurance) upon PARCEL C and the named insured shall be the ASSOCIATION, individually and as agent for the LOT OWNERS, without naming them and their mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the ASSOCIATION and all policies and endorsements shall be deposited with the ASSOCIATION. LOT OWNERS shall obtain insurance coverage at their own expense upon their own residence building and upon their own personal property and for their personal liability and living expense.

No insurable improvements shall be constructed upon PARCEL C. The BOARD shall determine annually the extent of insurance coverage to be purchased by the ASSOCIATION, which coverage shall afford protection against vandalism and malicious mischief; public liability in such amounts and with such coverage as shall be required by the BOARD, including hired automobile and non-owned automobile coverage, with cross liability endorsements to cover liabilities of LOT OWNERS as a group to a LOT OWNER; workmen's compensation to meet the requirements of law; and such other insurance as the BOARD shall determine from time to time. Premiums upon insurance policies purchased by the ASSOCIATION shall be paid by the owners of IMPROVED LOTS and each owner of an IMPROVED LOT is hereby made liable to the ASSOCIATION for a prorata share, as hereinafter set forth, of the cost of all such insurance. All uninsured improvements upon PARCEL C must be reconstructed or repaired by the ASSOCIATION. The BOARD shall assess the owner of each IMPROVED LOT equally to provide sufficient funds to complete the necessary reconstruction and repair; and each owner of an IMPROVED LOT is hereby made liable to the ASSOCIATION for any such assessment.

(G) Public Utility Easements on Parcel C. In order to provide public utility services to each LOT in the SUBDIVISION, easements for public utility purposes are hereby reserved over, through, under and over PARCEL C.

(H) Cable TV. Common Expenses shall include the cost of Basic Cable Television, as per contract, the cost of which shall be charged equally to all owners as part of their maintenance charges.

7. ASSOCIATION MEMBERSHIP. Each LOT/DETACHED HOME OWNER shall be entitled to one vote in all matters which, by the Articles (Certificate) of Incorporation and the By-Laws thereof and the laws of the State of Florida, they shall be entitled to vote by reason of such membership.

8. LIEN IN FAVOR OF THE ASSOCIATION. The ASSOCIATION shall have a lien on each IMPROVED LOT in the SUBDIVISION for any unpaid assessment made by the ASSOCIATION for the purpose of permitting the ASSOCIATION to perform the several services and obligations conferred upon it under Paragraph 6 above. Said lien shall also secure reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of such unpaid assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the public records of Broward County, Florida, of a claim of lien stating the description of the LOT together with its undivided interest in PARCEL C, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten percent per annum from date of recording until paid. Except for interest, such claims of lien shall include only the unpaid assessments which are due and payable to the ASSOCIATION when the claim of lien is recorded. Upon full payment the LOT OWNER shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. Such liens may be foreclosed by suit brought in the name of the ASSOCIATION in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the LOT OWNER shall be required to pay a reasonable rental for the LOT, and the ASSOCIATION shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same.

9. IMPROVED LOT TO REMAIN SO CLASSIFIED. Once a LOT has become an IMPROVED LOT as herein defined, it shall remain so classified and shall be subject to the obligations and liens set forth in these restrictions so long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause.

10. PRORATA SHARE DEFINED. DEVELOPER has caused the SUBDIVISION to be platted into 138 lots and PARCEL C. The title to each LOT shall carry with it title to an undivided one-one-hundred-thirty-eighth fractional interest, as tenants in common, in PARCEL C. DEVELOPER also subdivided a portion of the PROJECT AREA by plat entitled Lauderdale

West, 2nd Section, as recorded in Broward County, Florida, Plat Book 78, Page 8: said Plat containing 290 lots, and DEVELOPER also subdivided a portion of the PROJECT AREA by Plat entitled Lauderdale West 3rd Section, as recorded in Broward County, Florida, Plat Book 83, Page 28, said Plat containing 387 lots. In order that all buildings, structures, and improvements within the PROJECT AREA may be maintained to an equally high degree by one organization, and in order that the cost of such maintenance may be kept low through bulk contracting, the ASSOCIATION has been incorporated to provide maintenance services throughout the PROJECT AREA. The ASSOCIATION shall be responsible for the maintenance and repair of private roads and other facilities intended for the joint use and enjoyment of its members constructed by Developer within the PROJECT AREA. As provided by the By-Laws of the ASSOCIATION, it shall annually adopt two budgets, one of which shall be with respect to the lands within the PROJECT AREA, submitted by Developer to condominium form of ownership, and the other of which (the "Single Family Residence Budget") shall be with respect to the lands within the PROJECT AREA subdivided by Developer into LOTS upon which single family residences were constructed. The BOARD is hereby empowered to determine from time to time the items of expense which shall be allocated to each budget and shall include in the Single Family Residence Budget those items of cost which are herein defined to be COMMON EXPENSES. The PRORATA SHARE of such COMMON EXPENSE is hereby defined to be a fraction, the numerator of which is one and the denominator of which is 815, the number of IMPROVED LOTS within the PROJECT AREA.

11. COVENANT AGAINST PARTITION. PARCEL C is hereby made subject to a covenant against partition, and no owner of an undivided interest in the fee title thereto shall have the right of partition with respect to same.

12. RESTRICTION ON TRANSFER OF IMPROVED LOTS/DETACHED HOMES. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of IMPROVED LOTS (detached homes), the transfer of IMPROVED LOTS (detached homes) by any owner shall be subject to the following provisions, which provisions each IMPROVED LOT (detached home) OWNER covenants to observe:

.1 Designation: Until such time as the Board may otherwise determine, no transfer shall be effective unless and until the transferee shall have executed and caused to be recorded among the public records of Broward County, Florida, a Designation of Agent, Ratification of Lease and Pledge as Security for Lease Performance in the form described on Exhibit 3 of Exhibit C (the Recreation Parcel Lease) to the Previous Declaration, which form is incorporated herein by reference and made a part hereof.

.1 (a) 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.

.2 Transfer Subject to Approval.

(A) Sale or Lease. No IMPROVED LOT/DETACHED HOME OWNER may dispose of an IMPROVED LOT/DETACHED HOME or any interest therein at any time by sale or lease without approval of the ASSOCIATION, except in the case of inheritance, or financial institution or private lender acquiring title in foreclosure. No IMPROVED LOT OWNER may dispose of an IMPROVED LOT or any interest therein by lease prior to the expiration of one year from the date of acquisition of title to said IMPROVED LOT. Minimum lease shall be for three (3) months: maximum lease shall be for one (1) year. Failure to obtain Board approval shall be subject to fine of \$100.00 or maximum allowed by law, plus cost of appropriate legal action thereby incurred by the ASSOCIATION.

(B) Gift, Devise or Inheritance. If any IMPROVED LOT OWNER shall acquire his title by gift, devise or inheritance, the continuance of his ownership of his IMPROVED LOT shall be subject to the approval of the ASSOCIATION, except as specifically otherwise provided in Section 12.2(A) hereinabove.

(C) Other Transfer. If any IMPROVED LOT OWNER shall acquire his title by a manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his IMPROVED LOT shall be subject to the approval of the ASSOCIATION.

.3 Approval by ASSOCIATION. The approval of the ASSOCIATION which is required for the transfer of ownership of IMPROVED LOTS shall be obtained in the following manner:

(A) Notice to ASSOCIATION.

(1) Sale. An IMPROVED LOT OWNER intending to make a bona fide sale of his IMPROVED LOT or any interest therein shall give 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 IMPROVED LOT OWNER'S option may include a demand by the IMPROVED LOT OWNER that the ASSOCIATION furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

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

(3) Gift, Devise or Inheritance; Other Transfers. An IMPROVED LOT OWNER who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the ASSOCIATION notice of the acquiring of his title, together with such information concerning the IMPROVED LOT OWNER as the ASSOCIATION may reasonably require, and a certified copy of the instrument evidencing the IMPROVED LOT OWNER'S title.

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

(B) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (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 in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within thirty (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 in recordable form, which at the election of the ASSOCIATION shall be delivered to the lessee or shall be recorded in the Public Records of Broward County, Florida, at the expense of the lessee.

(3) Gifts, Devise or Inheritance; Other Transfers. If the IMPROVED LOT OWNER giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the ASSOCIATION must either approve or disapprove the continuance of the IMPROVED LOT OWNER'S ownership of his IMPROVED LOT. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the IMPROVED LOT OWNER and shall be recorded in the Public Records of Broward County, Florida, at the expense of the IMPROVED LOT OWNER.

(C) Approval of Corporate Owner or Purchaser. Inasmuch as the Lots in the SUBDIVISION may be used only for residential purposes and a corporation cannot occupy an IMPROVED LOT for such use, if the IMPROVED LOT OWNER or purchaser of an IMPROVED LOT is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the IMPROVED LOT be also approved by the ASSOCIATION.

.4 Disapproval by ASSOCIATION. If the ASSOCIATION shall disapprove a transfer of ownership of an IMPROVED LOT, the matter shall be disposed of in the following manner:

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

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

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

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

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

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

(B) Lease. If the proposed transaction is a lease, the IMPROVED LOT 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 IMPROVED LOT OWNER giving notice has acquired title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the IMPROVED LOT OWNER of the notice and information required to be furnished, the ASSOCIATION shall deliver or mail by certified mail to the IMPROVED LOT OWNER an agreement to purchase by a purchaser approved by the ASSOCIATION who will purchase and to whom the IMPROVED LOT OWNER must sell the IMPROVED LOT upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of such agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination

upon an average of their appraisals of the IMPROVED LOT; 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.

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

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

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

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

.4 Mortgage. No IMPROVED LOT OWNER may mortgage his IMPROVED LOT nor any interest therein without the approval of both the ASSOCIATION, except to an Institutional Lender. The approval of any other mortgage may be upon conditions determined by the Association, or may be arbitrarily withheld.

.5 Exceptions. The foregoing provisions of this section entitled "Restrictions on Transfer of Improved Lots" shall not apply to a transfer to or purchase by an Institutional Lender which acquires its title as the result of owning mortgage upon the IMPROVED LOT concerned, and this shall be so whether the title is acquired by deed from the mortgagor; or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Lender which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an IMPROVED LOT at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

.6 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Revived Declaration shall be void unless subsequently approved by the ASSOCIATION.

13. RESTRICTION ON TRANSFER OF INTEREST IN PARCEL C. The undivided fractional interest in PARCEL C owned by each LOT. No fee interest in PARCEL C may be acquired separate and apart from a transaction by which a PERSON shall acquire the entire fee interest in a LOT. No more than one such fractional interest may be held with respect to the fee ownership of one LOT. The transfer of a LOT by an instrument which fails to make reference to that LOT's undivided fractional interest in PARCEL C shall be effective to transfer said undivided interest in PARCEL C.

14. EASEMENTS IN FAVOR OF LOT OWNERS. Easements of ingress and egress are hereby impressed over, through and upon PARCEL C in favor of LOT OWNERS.

15. ARCHITECTURAL CONTROL. For the purpose of insuring the development of the SUBDIVISION as an area of high standards, there is hereby reserved to the ASSOCIATION the right and power to control the type, kind and character of the buildings, and structures to be placed upon the SUBDIVISION. The owner or occupant of each LOT, by acceptance of title thereto, shall not permit a structure of any kind to be placed, erected or altered thereon unless and until plot plan, plans and specifications thereof have been submitted to and approved by the BOARD before any construction is begun. The BOARD shall have the power, and it shall be the duty thereof, to approve or disapprove the plans, specifications and plot plans of any structure to be erected within the SUBDIVISION. In the exercise of its power and the performance of its duties, the BOARD shall give due consideration to the characteristics of the community of LAUDERDALE WEST as a

retirement community and the ability of any proposed structures to harmonize with that concept. The BOARD shall be permitted to employ aesthetic values in making its determinations.

16. ASSOCIATION TO ADOPT RULES AND REGULATIONS. The ASSOCIATION shall have the power, through its Board of Directors, to adopt reasonable rules and regulations respecting the use and enjoyment of PARCEL C, including but not limited to the use of such lands for recreation purposes and the control of traffic upon private drives.

17. ENFORCEMENT. These restrictions and requirements may be enforced by an action at law or in equity by any of the landowners in the SUBDIVISION and by DEVELOPER.

18. INVALIDITY CLAUSE. Invalidation of any one of these covenants by a court of competent jurisdiction shall in no wise affect any of the other covenants, which shall remain in full force and effect.

19. EXISTENCE AND DURATION. The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations, and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portions of said land until December 31, 2072.

20. AMENDMENT. Except as elsewhere provided otherwise, this Declaration of Restrictions may be amended in the following manner:

(A) 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.

(B) A resolution for the adoption of a proposed amendment may be proposed by either the BOARD 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:

(1) not less than 66-2/3% of the entire membership of the BOARD and by not less than 66-2/3% of the votes of the entire membership of the Association; or

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

(C) Proviso. Provided, however, that no amendment shall discriminate against any LOT OWNER nor against any member or class or group of members, unless the LOT OWNERS or members so affected shall consent; and no amendment shall change any owner's share of the common expenses unless the record owner of the lot concerned and all record owners of mortgages on such Lot shall join in the execution of the amendment. Nor shall any amendment to change any surviving obligations of the ASSOCIATION or the IMPROVED LOT OWNERS under the Recreation Parcel Lease attached to the Previous Declaration as Exhibit "C" be effective, 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.

(D) Institutional Mortgagee. Provided, however, that no amendment shall be passed which shall impair or prejudice the rights and priorities of any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

(E) 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.

21. COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS. In order to induce INSTITUTIONAL LENDERS, as herein defined, to make individual mortgage loans on LOTS in

the SUBDIVISION, the ASSOCIATION'S right to impress a lien upon an IMPROVED LOT (as provided in Paragraph 8 above) the title to which has been acquired by an INSTITUTIONAL LENDER as a result of foreclosure or deed in lieu of foreclosure shall be abated so long as said INSTITUTIONAL LENDER retains said title, and likewise, during the time an INSTITUTIONAL LENDER retains said title the ASSOCIATION shall be under no obligation to perform any of the duties or obligations required of it as provided in Paragraph 6 above. Upon disposal in any manner of an IMPROVED LOT acquired by an INSTITUTIONAL LENDER by foreclosure or deed in lieu of foreclosure, or when such LOT is under lease, the ASSOCIATION'S right to make assessments against such IMPROVED LOT and its right to impress a lien thereon shall be fully restored, (except that no such assessment or lien shall be for the purpose of defraying the cost of any work or services undertaken by the ASSOCIATION during the period of time or prior to the time title to said IMPROVED LOT was held by an INSTITUTIONAL LENDER), and the ASSOCIATION'S duties and obligations with respect to said LOT shall be restored.

22. EXCLUDED LANDS. The foregoing restrictions shall not apply to the following portions of the SUBDIVISION: Parcel "F", Parcel "G", Parcel "H" and Parcel "I", it being the intention of DEVELOPER to deed the same to the Old Plantation Water Control District, a political subdivision of the State of Florida. However, in the event the ASSOCIATION shall find it necessary or convenient to expend funds for the care and cleaning of such parcels, it shall be empowered to do so and to charge the cost thereof to its members as a Common Expense.

23. RECREATION PARCELS. The use of Parcel "R", Parcel "L1" and Parcel "L2" is hereby intended to recreational purposes.

24. EXHIBITS. In accordance with Section 720.405(2), Florida Statutes, each parcel that is subject to this Revived Declaration is described by a legal description and name of the parcel owner as set forth in Exhibit "A" attached hereto and made a part thereof. The Articles of Incorporation for the Association are contained in Exhibit "B" attached hereto and made a part hereof; the By-Laws for the Association are contained in Exhibit "C" attached hereto and made a part hereof; a graphic depiction of the real property subject to this Revived Declaration is contained in Exhibit "D" attached hereto and made a part hereof, and the Legal Description of the Project Area is contained in Exhibit "E" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the ASSOCIATION, by and through its appropriate officers, has executed this Revived Declaration this 10th day of OCTOBER, 2008.

Signed, sealed and delivered
In the presence of:

LAUDERDALE WEST COMMUNITY
ASSOCIATION, NO. 1, INC., a Florida
corporation not-for-profit

Barbara J. Verna
Signature of Witness

By Edward Jansen
Edward Jansen, President

Barbara J. Verna
Printed Name of Witness

Mary J. Colosi
Signature of Witness

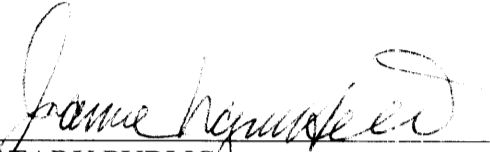
Attest: Harold P. Spector
Harold P. Spector, Secretary

Mary J. Colosi
Printed Name of Witness

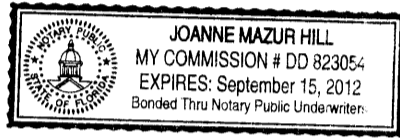
STATE OF FLORIDA }

COUNTY OF BROWARD }

Before me, the undersigned authority, personally appeared Edward Jansen and Harold P. Spector as President and Secretary of and on behalf of Lauderdale West Community Association No. 1, Inc., a Florida corporation, not-for-profit, for the purposes therein expressed. Each is personally known to me or produced _____ as identification.


NOTARY PUBLIC

My commission expires:



APPENDIX I

Attached hereto as Appendix I is State of Florida Department of Community Affairs correspondence dated September 15, 2008, together with "Notice of Rights", both of which are recorded herewith in accordance with Florida Statute 720.407(2) and (3).



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

September ¹⁵ 16, 2008

Loretta Kallay Prettyman, Esquire
Becker & Poliakoff
Post Office Box 9057
Fort Lauderdale, Florida 33310-9057

Lloyd W. Procton, Esquire
400 Southeast Eighteenth Street
Fort Lauderdale, Florida 33316-2820

RE: Lauderdale West, 4th Section
Lauderdale West Community Association No. 1, Inc.
DCA08-HA-261

Dear Ms. Prettyman and Mr. Procton:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for Lauderdale West, 4th Section and has determined that the documents comply with the requirements of Section 720.406, Florida Statutes (F.S.) This does not constitute a determination on whether the community qualifies for an exemption from the Federal or State Fair Housing Acts as housing for older persons.

Please be advised that Sections 720.407(1) and (2), F.S. require that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the association with the Division of Corporations of the Department of State if the articles have not been previously filed with the division. The president and secretary of the association shall execute the revived declaration and other governing documents in the name of the association, and have the documents recorded with the clerk of the circuit court in the county where the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.dca.state.fl.us

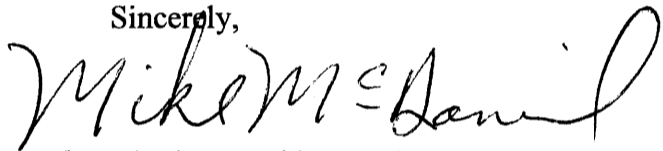
♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

Laura Kallay Prettyman, Esquire
Lloyd W. Procton, Esquire
September 16, 2008
DCA08-HA-263
Page 2

Pursuant to Section 720.407(4), F.S., a complete copy of all of the approved, recorded documents must be mailed or hand delivered to the owner of each affected parcel. The revived declaration and other governing documents will be effective upon recordation in the public records. Unless we hear from you within 30 days to make other arrangements, the paper documents you submitted to the Department of Community Affairs will be disposed of after they have been scanned for electronic storage.

If you have any questions concerning this matter, please contact Leslie O. Anderson-Adams, Assistant General Counsel at (850) 922-1689 or Johnna Mattson, Plan Processor at (850) 921-3761.

Sincerely,



for Charles Gauthier, AICP
Director, Division of Community Planning

Laura Kallay Prettyman, Esquire
Lloyd W. Procton, Esquire
September 16, 2008
DCA08-HA-263
Page 3

NOTICE OF RIGHTS

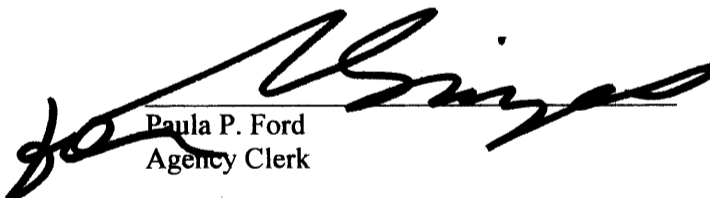
ANY INTERESTED PARTIES ARE HEREBY NOTIFIED OF THEIR RIGHT TO SEEK JUDICIAL REVIEW OF THIS FINAL AGENCY ACTION IN ACCORDANCE WITH SECTION 120.68, FLORIDA STATUTES, AND FLORIDA RULES OF APPELLATE PROCEDURE 9.030(b)(1)(C) AND 9.110.

TO INITIATE AN APPEAL OF THIS FINAL AGENCY ACTION, A NOTICE OF APPEAL MUST BE FILED WITH THE DEPARTMENT'S AGENCY CLERK, 2555 SHUMARD OAK BOULEVARD, TALLAHASSEE, FLORIDA 32399-2100, WITHIN 30 DAYS OF THE DAY THIS FINAL AGENCY ACTION IS FILED WITH THE AGENCY CLERK. THE NOTICE OF APPEAL MUST BE SUBSTANTIALLY IN THE FORM PRESCRIBED BY FLORIDA RULE OF APPELLATE PROCEDURE 9.900(a). A COPY OF THE NOTICE OF APPEAL MUST BE FILED WITH THE DISTRICT COURT OF APPEAL AND MUST BE ACCOMPANIED BY THE FILING FEE SPECIFIED IN SECTION 35.22(3), FLORIDA STATUTES.

YOU WAIVE YOUR RIGHT TO JUDICIAL REVIEW IF THE NOTICE OF APPEAL IS NOT TIMELY FILED WITH THE AGENCY CLERK AND THE APPROPRIATE DISTRICT COURT OF APPEAL.

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document has been filed with the Department's designated Agency Clerk and that true and correct copies have been furnished to the persons listed below in the manner described, on the 15 day of Sept, 2008.


Paula P. Ford
Agency Clerk

By U.S. Mail

Loretta Kallay Prettyman, Esquire
Becker & Poliakoff
Post Office Box 9057
Fort Lauderdale, Florida 33310-9057

Lloyd W. Procton, Esquire
400 Southeast Eighteenth Street
Fort Lauderdale, Florida 33316-2820

By Interoffice Delivery

Leslie O. Anderson-Adams
Assistant General Counsel
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Johnna Mattson
Plan Processor
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Lauderdale West 4th Section
(all references are to the Public Records of Broward County, Florida)

Legal Description	Owner(s)
Site 01, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Juan Carde Rivera and Teodora Roman Cruz
Site 01, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Joseph T. Simeone
Site 01, Block 34 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Marcus and Sydelle Epstein
Site 01, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Angelo L. and Kathleen A. Pastore
Site 01, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Frank B. and Catherine A. Pavlik
Site 02, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Samuel De Mayo
Site 02, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Anthony M. and Rita G. Carucci
Site 02, Block 34 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Utella Vassell
Site 02, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Mary J. Monastero
Site 02, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Harry Lippe, Tr
Site 03, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Leonard Sadofsky Shelley Sadofsky
Site 03, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Arthur F. Crowe, Sr. Audrey M. Crowe
Site 03, Block 34 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Jerome G. Greenberg and Betty J. Greenberg Revocable Family trust
Site 03, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Randolph W. Scharf Debra J. Scharf
Site 03, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Marie A. Diliello as Trustee of The Marie Diliello Revocable Trust Agreement dated July 28, 2004
Site 04, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Anthony Sealy Marlene Sealy
Site 04, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Robustiano Ramirez Mercedes M. Ramirez
Site 04, Block 34 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Silas P. Pate Susan R. Pate

Legal Description	Owner(s)
Site 04, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Cindi E. Moak-Mannix and Lorraine B. Patti
Site 04, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Debra D. Davis Linda Bosse
Site 05, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Betty Cohen, a life estate, remainder to Carol Braverman
Site 05, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Brita Skarbrevik
Site 05, Block 34 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Saul Lifschitz Luisa Lifschitz
Site 05, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Digna E. Taboada
Site 05, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Audrey Winderman
Site 06, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Dorothy Pace
Site 06, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Joseph A. Ciancaglini, III
Site 06, Block 34 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Theresa A. Labita
Site 06, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Ernest Muirhead and Lois Campbell
Site 06, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Olga R. Reyes
Site 07, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Ana Lindo
Site 07, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Ruth Heymann
Site 07, Block 34 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Alvin Blacker and Marilyn Oshinsky-Blacker, co-Trustees of the Alvin Blacker and Marilyn Oshinsky-Blacker Revocable Trust Agreement dated February 11, 2005
Site 07, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Dorothy Lief
Site 07, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Henry J. Marcus, Trustee, Henry J. Marcus Trust U/A dated February 5, 1991
Site 08, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Samuel Torres Dora O. Torres
Site 08, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Anne Sanders, a life estate, remainder to Neil Sanders, Sybil Sanders and Ellen L. Fournier

Legal Description	Owner(s)
Site 08, Block 34 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Laura Hering, a life estate, remainder to Jack Hering and Marlene Sacco
Site 08, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Henry C. Watkins Jacqueline S. Watkins
Site 08, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Sharon Bergman
Site 09, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Irene Diamond, a life estate, remainder to Irene Diamond, as Trustee of the Irene Diamond Real Property Revocable Trust
Site 09, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Jean Dongarra's Revocable Living Trust dated September 12, 2005
Site 09, Block 34 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Max Frank Sylvia Frank
Site 09, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Beatrice Wolfman, Trustee U.T.A. 5/18/88 f.b.o. Aaron Wolfman and Beatrice Wolfman
Site 09, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Gloria Gigi Auston, Trustee of the Gloria Gigi Auston Family Trust Agreement dated August 23, 2004
Site 10, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Oscar Shapiro Sally M. Shapiro
Site 10, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Elias Matza Dorothy Matza
Site 10, Block 34 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Normand J. Perryman Juliette G. Perryman
Site 10, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Rona Shukan
Site 10, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Lori Cerisano
Site 11, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Richard Brunet
Site 11, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Abraham Pearl, a life estate, remainder to Abraham Pearl as Trustee of the Pearl Family Trust, dated March 24, 1995
Site 11, Block 34 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Augusta Appel, as sole Trustee of the Leon S. Appel Revocable Trust dated August 13, 1996, as to an undivided 50% interest; and Augusta Appel, as sole Trustee of the Augusta Appel Revocable Trust dated August 13, 1996, as to an undivided 50% interest
Site 11, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Glenn Hoffer and Maria Celia Hoffer, a life estate, remainder to Marianela Hoffer
Site 11, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Richard Cherkoss and Irene Cherkoss, as Trustees of the Richard Cherkoss and Irene Cherkoss Revocable Trust under agreement dated September 26, 2007

Legal Description	Owner(s)
Site 12, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Danilo Reyes Enery Reyes
Site 12, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Norman W. Hoffman Carol L. Hoffman
Site 12, Block 34 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Selma Pollack as Trustee of the Leo and Selma Pollack Trust under agreement dated January 21, 2006
Site 12, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Selma B. Densky, Trustee of that certain trust named The Selma B. Densky Trust
Site 12, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Susan Crans
Site 13, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Gert Mulligan, a life estate, remainder to Gary Mulligan, Kenneth Mulligan and Linda Poulin
Site 13, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Geraldine L. Waxman
Site 13, Block 34 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Norman Norris and Pearl Norris as Trustees of the Norman Norris and Pearl Norris Declaraton of Revocable Trust dated April 3, 1991
Site 13, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Barbara Ferrer
Site 13, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Rose Glaser
Site 14, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Concetta M. Musumeci, as Trustee of The Revocable Living Trust of Concetta M. Musumeci
Site 14, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Gladys Stern Posner Lawrence Posner
Site 14, Block 34 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Raymond Garrey Elizabeth Garrey
Site 14, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Charles Gorn and Barbara Adler Gorn, a life estate the remainder to Andrea Rosenthal and Stephen Gorn
Site 14, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Stanley Abrahamson Bonnie Abrahamson
Site 15, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Irving Cohen and Dolores H. Cohen, as co-Trustees of the Irving Cohen Revocable Trust dated May 16, 2002
Site 15, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	David Langdon Harriet Langdon
Site 15, Block 34 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Frank Touri as Trustee of the Frank Touri Revocable Trust Agreement dated October 17, 2003
Site 15, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Marian A. Stanley, as Trustee of the Marian A. Stanley Third Amended and Restated Revocable Trust U/A/D May 9, 2004

Legal Description	Owner(s)
Site 15, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Dorothy Sommers, as Trustee of Dorothy Sommers First Amended and Restated Trust Agreement executed May 31, 1990
Site 16, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Joseph Pagano Regina Pagano
Site 16, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Abraham Kesden
Site 16, Block 34 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Ramon Hernandez Caridad Hernandez
Site 16, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Ruth Golden and Ellen T. Golden
Site 16, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Sandra Madray Mootoo
Site 17, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Robin Herrnson, Michael S. Cohen and Robert Cohen
Site 17, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Carl Franzblau and Gertrude Franzblau, a life estate, remainder to Carl Franzblau and Gertrude Franzblau as co-Trustees of the Franzblau Family Trust dated April 3, 1992
Site 17, Block 35 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Carmine Pescatore Catherine Pescatore
Site 17, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Sixto L. Pepin and Yolanda Silva-Pepin
Site 18, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Patricia L. Stone, as Trustee of the Patricia L. Stone Revocable Trust Agreement dated July 13, 2004
Site 18, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Joseph Pulitano Madeline Pulitano
Site 18, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Roberta L. Foster
Site 19, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Stanley Zidtowecki Mary Zidtowecki
Site 19, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Ferne R. Cohen
Site 19, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Harry Locke and Marge Locke, Trustees, U.T.A. dated 10 th August, 1989 f.b.o Harry Locke
Site 20, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Shirley Amchir Martin, a life estate, remainder to Sheila Elbaz and Joseph Elbaz
Site 20, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Harvey Sussman
Site 20, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Stella Michnik

Legal Description	Owner(s)
Site 21, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Melvin Weingard Rhoda Weingard
Site 21, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Maceo Davis Antoinette Davis
Site 21, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Alfred Spirn and Ida F. Spirn, co-Trustees U/A/D 5/16/89 M/B Ida F. Spirn
Site 22, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Florence Subin
Site 22, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	William Wayne Brown Marie T. Brown
Site 22, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Linda L. Poulin
Site 23, Block 32 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Phyllis Katcher Trustee under The Morris and Phyllis Katcher Joint Revocable Trust Agreement dated April 28, 1997
Site 23, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Edith I. Littriello, a life estate, remainder to John J. Littriello, Sr. and Joan Ann Johnstone
Site 23, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	William Fleishman
Site 24, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Lili Tzikas, Evangelos Tzikas and Lorraine Tzikas
Site 24, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Fred M. Leavitt Seena A. Leavitt
Site 25, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Eleanor Erder as Trustee of the Eleanor Erder Trust
Site 25, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Gloria Mairano, a life estate, remainder to Doretta Schimpf
Site 26, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Richard F. Berman Rhoda Berman
Site 26, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Juana Prendes
Site 27, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	David A. Leiman, Trustee of The David A. Leiman Revocable Trust Agreement dated January 3, 2002
Site 27, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Marcus Gregory Ford
Site 28, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Edward Kaplan, as Trustee of the Declaration of Trust of Edward Kaplan Trust dated December 2, 1985, as amended August 27, 2003; and Dorothy Kaplan as Trustee of the Declaration of Trust of Dorothy Kaplan dated December 2, 1985, as amended August 27, 2003

Legal Description	Owner(s)
Site 28, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Mark Litman
Site 29, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Lottie Yearwood, Trustee under The Lottie Yearwood Trust dated October 15, 2002
Site 29, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Harry a/k/a Hal Fink and Frieda Fink, as co-Trustees of the Harry and Frieda Fink Revocable Living Trust dated 08/13/03
Site 30, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Philip Kantor Joyce Ramey Kantor
Site 30, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Joseph London and Hilda London, a life estate, remainder to Natalie Weinstein
Site 31, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Andre D. Nys Mariette R. Nys
Site 31, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Judith A. Landers
Site 32, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Anastassios Kokolis Irene Kokolis
Site 32, Block 36 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Barbara J. Verna, as Trustee of the Barbara J. Verna Revocable Trust dated October 8, 2003
Site 33, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Joseph E. Monte Concetta A. Monte
Site 34, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Sidney Friedman and Frances Friedman, a life estate, remainder to Joel S. Friedman and Ronne D. Batt
Site 35, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Huguette Rostow, a life estate, remainder to Huguette Rostow, Trustee of the Huguette Rostow Revocable Trust dated April 10, 1995
Site 36, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Theresa Angelillo and Michelle T. Gilbert, Trustees of the Michelle T. Gilbert and Theresa Angelillo Revocable Trust Agreement dated the 18 th day of September, 2007
Site 37, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Bernard Maier and Ella B. Maier as co-Trustees of the Maier Family Declaration of Trust dated 12/28/98
Site 38, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Hyman Schwartz Fay Schwartz
Site 39, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Rose Mandra
Site 40, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Betty Kaufman
Site 41, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Linda R. Brown
Site 42, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Rosa Piccin

Legal Description	Owner(s)
Site 43, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Harold Shaffer Judith Shaffer
Site 44, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Otto Babik and Trude Babik, as Trustees of the Otto Babik and Trude Babik Revocable Living Trust
Site 45, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Mariasha Cooke
Site 46, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Dianne Morris and Roy A. Morris, a life estate, the remainder to The Roy A. Morris and Dianne Muriel Morris Revocable Living Trust dated 5/3/99
Site 47, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Walter Kaminski Marlon Kaminski
Site 48, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Michael D'Adamo, Sr. Virginia D'Adamo
Site 49, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Karen R. Scharrett
Site 50, Block 33 together with a 1/138 interest in Parcel C, according to the Plat thereof recorded in Plat book 88, Page 44	Lucille Liebelt and John G. Liebelt

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STATE OF FLORIDA
DEPARTMENT OF STATE



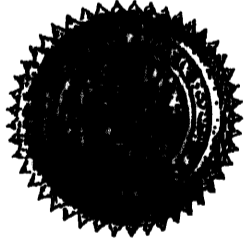
I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC.

a corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 30th day of October A.D., 1972
as shown by the records of this office.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
31st day of October,
A.D., 1972

Richard (Dick) Stone
SECRETARY OF STATE

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EXHIBIT "B"

ARTICLES OF INCORPORATION

of

LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC.

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 1011 N. W. 85th Avenue, Fort Lauderdale, Florida 33313, or such other place as the Board of Directors may from time to time designate.

ARTICLE 2

Purpose

The purposes for which the Association is organized

2.1 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 retired persons.

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 Lauderdale West, portions of which are not presently owned by the Developer, are described in Exhibit "A" attached hereto and made a part hereof.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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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 reasonable 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.

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.

PL 0508 REC 062

e. to make and amend reasonable regulations respecting the use of condominium property and property partly owned by its members and property with respect to which its members have a joint right of use; provided, however, that all such regulations and their amendments except the initial regulations shall be approved by not less than 75% of the entire membership of the Association before such 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 Bylaws and Declarations of Restrictions.

h. to enforce by legal means the provisions of the Condominium Act, the respective Declarations of Condominium, these Articles, the Bylaws and Rules and Regulations of the Association, and the Declarations of Restriction.

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 Associates 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 Restriction 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 Bylaws or any of them.

3.6 The Association shall not have the power to purchase an apartment of a condominium or residence except at 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 the 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 Bylaws.

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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 Bylaws.

ARTICLE 4

Members

4.1 The members of the Association shall be record owners of condominium apartments and record owners of lots in Lauderdale West who have executed a Designation of Agent, Ratification of Lease and Pledge as Security for Lease Performance as required by Article VII of the Lease attached hereto as Exhibit B, but in no event shall exceed 2,000 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 an apartment in the condominium or lot and similarly recording a Designation of Agent, Ratification of Lease and Pledge as Security for Lease Performance in the form attached as Exhibit 3 to the Lease attached hereto as Exhibit B, and the delivery to the Association of certified copies of such instruments. The owner designated by such instruments thus becomes a member of the Association and the membership of the prior owner 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.

4.4 The owner of each apartment or lot shall be entitled to one vote as a member of the Association. The exact number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the Bylaws 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 Bylaws, but not less than three directors, and in the absence of such determination shall consist of three directors. Directors need not 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 Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

5.3 The first election of Directors shall not be held until after the developer has closed the sales of not less than the first 900 apartment units or lots of the Lauderdale West development or until the developer elects to terminate its control of the Association or until after July 4, 1976, whichever occurs first. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

PL 6588 REB64

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5.4 The name and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

FRANK CICIONE	1011 N. W. 85th Avenue Fort Lauderdale, Florida 33313
CONSTANTINO CICIONE	1011 N. W. 85th Avenue Fort Lauderdale, Florida 33313
RUSSELL CAMPANELLI	1011 N. W. 85th Avenue Fort Lauderdale, Florida 33313

ARTICLE 6

Officers

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are elected by the board of directors are as follows:

PRESIDENT	FRANK CICIONE 1011 N. W. 85th Avenue Fort Lauderdale, Florida 33313
VICE PRESIDENT	CONSTANTINO CICIONE 1011 N. W. 85th Avenue Fort Lauderdale, Florida 33313
SECRETARY and TREASURER	RUSSELL CAMPANELLI 1011 N. W. 85th Avenue Fort Lauderdale, Florida 33313

The directors and officers may lawfully and properly exercise the powers set forth in Section 3, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of agreements executed pursuant to such powers are some or all of the persons with whom the Association enters into such agreements or who own some or all of the proprietary interest in the entity or entities with whom the Association enter into such agreements; and all such agreements shall be presumed conclusively to have been made and entered by the directors and officers of this Association in the valid exercise of their lawful authority.

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

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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 settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 8

Bylaws

The first Bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

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 66-2/3% 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.

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.

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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.

11.2 The term "Developer" means LAUDERDALE WEST ASSOCIATES, a joint venture of Lauderdale West Development Corp., a Florida corporation, and Gulfstream Lauderdale West, Inc., a Florida corporation.

11.3 The term "CONDOMINIUMS" means collectively those condominium properties whose Declarations of Condominium are executed by the Developer and in which Declaration this Association is designated as operating entity.

ARTICLE 12

Subscribers

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

- FRANK CICIONE 1011 N. W. 85th Avenue
Fort Lauderdale, Florida 33313
- CONSTANTINO CICIONE 1011 N. W. 85th Avenue
Fort Lauderdale, Florida 33313
- RUSSELL CAMPANELLI 1011 N. W. 85th Avenue
Fort Lauderdale, Florida 33313

IN WITNESS WHEREOF the subscribers have affixed their signature this 25th day of October, 1972.

Frank Cicione
FRANK CICIONE

Constantino Cicione
CONSTANTINO CICIONE

Russell Campanelli
RUSSELL CAMPANELLI

REF 6588 REC 867

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared FRANK CICIONE, CONSTANTINO CICIONE and RUSSELL CAMPANELLI, who after being first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 25th day of October, 1972.

Laurie S. Kiel

Notary Public

State of Florida at Large

My commission Expires:

Notary Public, State of Florida at Large

My Commission Expires 8-19-1975

Bonded By American Fidelity & Guaranty Co.

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RBE 868

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° 58' 58" East 1921 feet along the South line of said Section 33; thence run North 22° 27' 27" East 944.76 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 1450 feet and a central angle of 36° 53' 05", run Northeasterly and Northwesterly 933.45 feet, to a point of tangency; thence run North 14° 25' 38" West 1686.13 feet along the tangent extended; thence run South 89° 56' 08" West 1980.01 feet, to an intersection with the West line of said Section 33; thence run South 0° 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° 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° 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° 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.

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EXHIBIT B to
ARTICLES OF INCORPORATION

of

LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC.

RECREATION PARCEL LEASE *

~~THIS EXHIBIT TO THE ARTICLES OF INCORPORATION IS
OMITTED FROM THIS EXHIBIT D OF THE DECLARATION OF
CONDOMINIUM. A DUPLICATE COPY OF THE RECREATION
PARCEL LEASE IS ATTACHED TO THE DECLARATION OF
CONDOMINIUM AND IDENTIFIED AS EXHIBIT F THEREIN.~~

*See Official Records Book 5099, Page 578
of the Public Records of Broward County, Florida
for Recreation Parcel Lease as originally recorded.
(Note added 3/08)

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LAW OFFICES, COLEMAN, LEONARD, MORRISON AND RIDDLE, FORT LAUDERDALE, FLORIDA

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84-311779

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

Prepared by
Lauderdale West
Community Association
PT # 1141
Plantation FL 33322

CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION

1. Article 5 of the Articles of Incorporation of Lauderdale West Community Association No.1, Inc. which was filed on the 30th day of October, 1972 in the office of the Secretary of State of the State of Florida and in the Official Records of Broward County, State of Florida in Liber 5922 Page 701, is hereby amended to read as follows:

"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 five Directors. Every Director and/or Officer shall be a resident member (owner) of the Association or the spouse of such member (owner). A resident member (owner) is one who resides in the community not less than eight consecutive months in the year immediately preceding the date of nominations for Directors."

2. The foregoing amendment was unanimously approved by the Board of Directors at a regular meeting of the Board of Directors on January 9, 1984 and by a vote of the membership in excess of sixty-six and two thirds (66 2/3%) percent of the entire membership of the Association, at a duly called special meeting held on the 9th day of March, 1984.

IN WITNESS WHEREOF, the undersigned President and Secretary of this corporation have executed these Articles of Amendment this 10 day of May, 1984.



Philip Halle
Philip Halle - President
Harry Strager
Harry Strager - Secretary

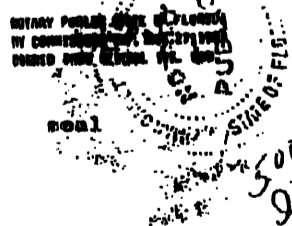
STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared PHILIP HALLE and HARRY STRAGER, known to me to be the persons who executed the foregoing Articles of Amendment and they acknowledged before me that they executed Those Articles of Amendment for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10 day of May, 1984.

Margaret [Signature]
Notary Public

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



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1. Certificate of Amendment-Articles of Incorporation

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

MAY 10 1 1999

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			
	12	14			
	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 and each Declaration of Restriction listed above, and to the By-Laws.

The President and Secretary of the Association do hereby certify that the Articles of Incorporation hereinafter set forth, have been amended by the unanimous vote of the Board of Directors, and have been approved in writing, by ballot vote, in excess of 66 2/3% of the entire membership of Lauderdale West Community Association No.1, Inc.

Marvin Greenberg

 Marvin Greenberg, President

Barbara Sparr

 Barbara Sparr, Secretary

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

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 DIVISION RECORDS COUNTY DEPUTY CLERK 1050

(4)

2. Certificate of Amendment-Articles of Incorporation

DATED MAY 8, 2000

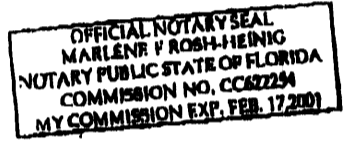
STATE OF FLORIDA)
COUNTY OF BROWARD)
CITY OF PLANTATION)

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 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 8th day of May, 2000.

Marlene F. Robt. Heinig
NOTARY PUBLIC

Recorded in the Official Records Book of Broward County, Florida



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

All references to Developer in all documents are to be eliminated.

For consistency, the term ByLaws or Bylaws or By-laws will be spelled "By-Laws" in all documents.

ARTICLE I 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 ~~404~~ 1141 N.W. 85th Avenue, Plantation, Fort Lauderdale, Florida ~~33313~~ 33322-4624, or such other place as the Board of Directors may from time to time designate.

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

1. Certificate of Amendment-Articles of Incorporation

ARTICLE 2 Purpose:

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 retired persons aged 55 years and over.

2.5 The lands included within the Lauderdale West Project Area, portions of which are not presently owned by the Developer, are described in Exhibit "A" attached hereto and made a part hereof in the original documents.

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 who have executed a Designation of Agent, Ratification of Lease and Pledge as Security for Lease Performance as required by Article VII of the Lease attached hereto as Exhibit "B", but in no event shall exceed 2,000 members, 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 an apartment in the a condominium apartment or lot/detached home and similarly recording a Designation of Agent, Ratification of Lease and Pledge as Security for Lease Performance in the form attached as Exhibit "B" to this Lease attached hereto as Exhibit "B", and the delivery to the Association of certified copy of such instrument. The owner(s) designated by such instruments thus becomes a member of the Association and the membership of the prior owner(s) is terminated.

4.4 The owner of each Each apartment or lot/detached home shall be entitled to one vote as a member of the Association. The exact number of votes to be cast by owners of an apartment and; 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 three five nor more than eleven directors, and in the absence of such determination shall consist of three directors. Directors and not shall be members of the Association.

5.3 Delete as this refers to Developer.

5.4 Delete as this refers to Developer.

ARTICLE 6 Officers: Delete as this refers to Developer.

ARTICLE 11 Definitions: Delete 11.2 as it defines "Developer"

ARTICLE 11 Subscribers: Delete as this refers to Developer.

Note: ~~throughouts~~ are deletions; Underlined portions are new provisions.

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on May 10, 2000, to Articles of Incorporation for LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 724671.

UR NK 30329 PG 0225

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-fourth day of May, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

CFN # 103677557, OR BK 36806 Page 235, Page 1 of 2, Recorded 01/26/2004 at 10:40 AM, Broward County Commission, Deputy Clerk 1913

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:

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XVI.....		8.....	32.....	5789.....	85
XVII.....	2.....	16.....	68.....	5913.....	5
TOTALS	96	88			
	82	84			
	192	352	=544 Condo. Units		

<i>Phase II</i>	LOTS/DETACHED HOMES.....	290.....	5289.....	408
<i>Phase III</i>	LOTS/DETACHED HOMES.....	387.....	5922.....	683
<i>Phase IV</i>	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 Restrictions 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 the Articles of Incorporation, Article 3, Paragraph 3.5 e., have been duly adopted by written consent (ballot) tallied as of the 15th 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.

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

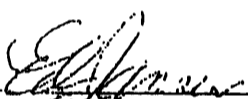
3.5 e. to make and amend reasonable Rules and Regulations respecting the use of all property within the Lauderdale West Project Area, provided, however, that all such Rules and Regulations and their amendments, except the initial Rules and Regulations and those heretofore adopted, shall be approved by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

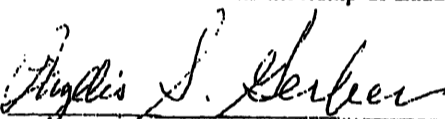
Amendment: 75% is changed to 66-2/3%

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

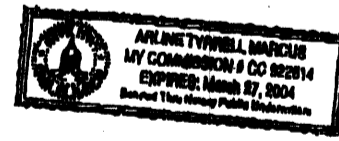
STATE OF FLORIDA)
COUNTY OF BROWARD)
CITY OF PLANTATION)

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

LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC.

A corporation not for profit under the laws of the State of Florida.

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.

1.2 Office. The office and post office address of the Association shall be 1011 N. W. 85th Avenue, Fort Lauderdale, Florida 33313, 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, the Declarations of Condominium with respect to which refer to this Association, and lots in Lauderdale West which are subject to a Declaration of Restrictions which refer to this Association, provided that the aggregate number of members at one time shall not exceed 2,000. If the ownership of a condominium apartment or lot is in more than one name, the several owners shall be considered one insofar as the limitation in the number of members in the Association as set forth in the Charter and these By-Laws.

2. Members' Meetings.

2.1 Annual Members' Meetings. The annual members' meeting shall be held at the office of the corporation at 10 a.m., Eastern Standard Time, on the third Friday in May 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 holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2 Special Members' Meeting. 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. Notice of all members' meetings stating the time and place and the objects for which the meeting is called

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LAW OFFICES, COLEMAN, LEONARD, MORRISON AND RIDDLE, FORT LAUDERDALE, FLORIDA

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EXHIBIT "C"

shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived before or after meetings.

2.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Declarations of Restrictions, the Articles of Incorporation or these By-Laws.

2.5 Voting Rights. The members of the Association shall be entitled to cast one vote for each apartment or lot owned by them.

2.6 Designation of Voting Representative. If an apartment or lot is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment or lot is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment or lot shall be designated by a certificate signed by all of the record owners of the apartment or lot and filed with the Secretary of the Association. If an apartment or lot is owned by a corporation, the person entitled to cast the vote for the apartment or lot shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment or lot concerned. A certificate designating the person entitled to cast the vote of an apartment or lot may be revoked by any owner of an apartment or lot. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

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

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- h. Election of directors.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

2.10 Proviso. Provided, however, that until the Developer of Lauderdale West has completed all of the improvements described in the Recreation Parcel Lease by and between Developer, as Lessor, and the Association, as Lessee, and otherwise as required by law, and closed the sale of not less than the first 900 apartment units and lots of Lauderdale West Development, or until July 4, 1976, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

3. Board of Directors.

3.1 Management of Affairs. The affairs of the Association shall be managed by a board of not less than three (3) nor more than eleven (11) directors, the exact number to be determined at the time of election.

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

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

b. A nominating committee of five members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor and other nominations may be made from the floor.

c. 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 votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

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

3.3 Removal of Directors. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting. Provided, however, that until the Developer of Lauderdale West has completed all of the contemplated improvements described in the Recreation Parcel Lease by and between Developer, as Lessor, and the Association, as Lessee, and otherwise as required by law, and closed the sale of not less than the first 900 apartment units and lots of Lauderdale West Development, or until July 4, 1976, or until the Developer elects to terminate its control of the condominium whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors the vacancies shall be filled by the Developer.

3.4 Term of Directors. Subject to the provisions of Paragraph 3.3 above, the term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

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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.

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

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

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

4. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, 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.

4.1 Assessments. To make and collect assessments against members to defray the costs and expenses of the Association and the properties in Lauderdale West. The Board may allocate or apportion to particular apartment buildings and houses such costs and expenses as may be appropriate; and to make special assessments consistent with such allocation or apportionment.

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 amended, shall be as set forth in Schedule I attached hereto.

4.7 Approval. To approve or disapprove the transfer, mortgage and ownership of apartments or lots in the manner provided by the applicable Declarations of Condominium and the Declarations of Restrictions.

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.

5. Officers

5.1 Executive Officers. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who

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

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 and affix it to instrument 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

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PAGE 876

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 Budgets. 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 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.

d. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by apartment and lot owners entitled to cast not less than 75% of the votes of the entire membership of the Association.

e. Provided, however, that the following budgets are hereby adopted for the Association, which budgets shall remain in effect until Developer terminates its control of the Association and thereafter until new budgets shall be adopted by the Board of Directors as elsewhere herein provided:

Condominium Budget
(Based on 544 Apartments)

Receipts

<u>Source of Funds</u>	<u>Per Month</u>	<u>Per Year</u>
Assessments on 544 Condominium Apartments at \$45.00 per month	<u>\$24,480.00</u>	<u>\$293,760.00</u>

Disbursements

<u>Current Expense</u>		
Lawn Care	7,752.00	93,024.00
Management	1,088.00	13,056.00
Insurance, Taxes, Accounting	680.00	8,160.00
Lease Area Expense	2,720.00	32,640.00
Lease Area Rental	10,880.00	130,560.00
<u>Reserve</u>		
Deferred Maintenance	1,088.00	13,056.00
Replacement Reserve	272.00	3,264.00
Total	<u>\$24,480.00</u>	<u>\$293,760.00</u>

REF 6588 REC 877

LAW OFFICES, COLEMAN, LEONARD, MORRISON AND RIDDLE, FORT LAUDERDALE, FLORIDA

PAGE 277

The Condominium Budget at any one time shall be arrived at by the Board of Directors by multiplying the number of condominium apartments being maintained by the Association by \$540.00.

Single Family Residence Budget

(Based on 456 Living Units)

Receipts

<u>Source of Funds</u>	<u>For Month</u>	<u>Per Year</u>
Assessments on 456 Living Units at \$49.00 per month	<u>\$22,344.00</u>	<u>\$268,128.00</u>

Disbursements

<u>Current Expense</u>		
Lawn Care	7,752.00	93,024.00
Management	912.00	10,944.00
Insurance, Taxes, Accounting	570.00	6,840.00
Lease Area Expense	2,280.00	27,360.00
Lease Area Rental	9,120.00	109,440.00
<u>Reserves</u>		
Deferred Maintenance	1,482.00	17,784.00
Replacement Reserve	228.00	2,736.00
Total	<u>\$22,344.00</u>	<u>\$268,128.00</u>

The Single Family Residence Budget at any one time shall be arrived at by the Board of Directors by multiplying the number of such units being maintained by the Association by \$588.00.

Each of the foregoing budgets may be revised from time to time by the Board to increase or decrease the amounts set aside therein for each of the several accounts, and to omit, if necessary, either or both of the reserve accounts; provided, however, that the Board shall make no increase in the assessments established in paragraph 6.3 of these Bylaws.

The Board of Directors shall be authorized to adopt a budget following termination of control of the Association by Developer, such budget to remain in effect until the beginning of the next calendar year thereafter.

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 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 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

REF 6588 REC 878

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.

Notwithstanding the foregoing provisions regarding assessments, the following assessments are hereby adopted to remain in effect without increase until Developer terminates its control of the Association:

- a. the monthly assessment on a condominium apartment shall be: \$45.00; and
- b. the monthly assessment on a single family improved lot shall be: \$49.00.

The Board of Directors shall be authorized to adopt changes in the foregoing assessments pursuant to a revised budget adopted by it following termination of control of the Association by Developer, said changes in assessments to be effective until new assessments are adopted pursuant to calendar year budget adopted thereafter.

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

ST 6588 PAGE 879

PAGE 879

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

- a. not less than 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, by all of the directors.

The foregoing were adopted as the By-Laws of LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on December 1, 1972.

Russell C. Cimarrilli
Secretary

Approved:
[Signature]
President

FILE 6588 REC 380

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SCHEDULE TO BY-LAWS

OF

LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC.

BEING ITS INITIAL RULES AND REGULATIONS

- 1. The sidewalks and entrances of units shall not be obstructed or used for any other purpose than ingress to and egress.
- 2. Nothing shall be hung on any exterior wall or door of any unit.
- 3. None of the common elements of a Condominium shall be decorated or furnished by any apartment owner or resident.
- 4. Members are specifically cautioned that their right to make any addition, change, alteration or decoration to the exterior appearance of any portion of a unit, including porches appurtenant to units, is subject to the provisions of the Declarations of Condominium or Declaration of Restrictions.
- 5. No member or resident shall play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loud speaker in a unit between the hours of 11 P.M. and the following 8 A.M. if the same shall disturb or annoy the other members or residents.
- 6. All garbage refuse is to be deposited only in the facilities provided in each unit for that purpose.
- 7. All doors leading from an apartment unit to limited common elements or common elements shall be closed at all times except when in actual use for ingress and egress to and from limited common elements and common elements.
- 8. Automobile parking spaces shall be used solely and exclusively for that purpose. They shall not be used for the storage of boats, trailers, camper vehicles, inoperative automobiles, or any purpose whatever other than parking facilities, as aforesaid. A member may not lease or assign his parking spaces except in conjunction with a lease of his unit, which lease has been approved by the Board of Directors.
- 9. Complaints regarding the service of the Association shall be made in writing to the Board of Directors or to the Manager.
- 10. There shall not be kept in any unit any inflammable, combustible or explosive fluid, material, chemical or substance except for normal household use.
- 11. Payments of monthly assessments shall be made at the office of the Association. Payments made in the form of checks shall be made to the order of the Association. Payment of regular assessments are due on the first day of each quarter and if ten or more days late are subject to charges as provided in the Declaration of Condominium. Such charges may not be waived by the Manager.

REC 6588 REC881

LAW OFFICES, COLEMAN, LEONARD, MORRISON AND RIDDLE, FORT LAUDERDALE, FLORIDA

PAGE 221

12. No member or resident shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association nor shall he attempt to send any of such employees upon private business of such member or resident.

13. Outdoor clothes drying activities are prohibited anywhere within Lauderdale West.

14. Exterior television antennas are prohibited.

15. Storm shutters and enclosures shall be of a type approved by the Board of Directors and may be installed only after prior written approval of the Board.

FILE 6588 REERR2

PAGE 222

84-311778

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

Prepared by
Lauderdale West
Community Assn
(71 Thomas
Plantation FL 33322)

CERTIFICATE OF AMENDMENT OF BY-LAWS
(FS Sec. 607.081)

The undersigned, as the Secretary of LAUDERDALE WEST COMMUNITY ASSOCIATION NO.1, INC., a Florida not-for-profit corporation, hereby certifies that the following amendments to the By-laws of corporation were duly adopted at a meeting of the membership duly called and held on the 9th day of March, 1984 by a vote of the membership in excess of sixty-six and two thirds (66 2/3%) per-cent after having been unanimously approved by the Board of Directors at a meeting held on the 9th day of January, 1984:

RESOLVED that the By-laws of this corporation be amended as follows:

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, to be determined at the time of election to qualify. Every director and/or officer shall be a resident member (owner) of the Association or the spouse of such member (owner). A resident member (owner) is one who resides in the community not less than eight consecutive months in the year immediately preceding the date of nominations for directors.

3.3 Removal of Directors. Any director may be removed by concurrence of two-thirds of the votes of the entire membership 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 in excess 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 this paragraph may be filled by the board of directors at a meeting duly convened and held as soon as practicably possible after such vacancy is created.

3.4 (Delete the entire existing paragraph and substitute the following in place thereof:)

3.4 Term of Directors. Subject to the provisions of paragraph 3.3 above the term of each director's service shall be for two years, except the election in the year 1984 for directors shall be on the following basis: the candidates receiving the six highest votes shall serve for a two year term, expiring in 1986 and the candidates receiving the next five highest votes shall serve for a term of one year, expiring at the close of the election in 1985. Commencing in 1985 and thereafter, there shall be elected directors to fill the vacancies created by the expiration of the term of directors that year. Each director shall serve until his successor is elected and installed, is removed or his office is declared vacant as provided in Paragraph 3.3.

The foregoing amendments apply to the By-laws of the corporation recorded in the Official Records of Broward County in Liber 5922 at Page 708.

Dated May 10th 1984.

APPROVED
Philip Halle
Philip Halle, President

Harry Streger
Harry Streger, Secretary



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REC 11981 PG 417

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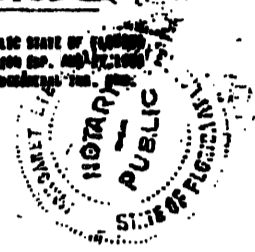
STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared PHILIP HALLE and HARRY STREGER, known to me to be the persons who executed the foregoing Articles of Amendment and they acknowledged before me that they executed Those Articles of Amendment for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10th day of May, 1984.

William G. ...
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. 06-07-1988
ORDERED UNDER SEAL 7/84



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

REC 11981pg 418

THIS IS A CORRECTION CERTIFICATE TO CORRECT A CERTIFICATE MERITOPUNE FILED ON SEPTEMBER 7th, 1984 in Off. Rec. 11981 Page 417-Broward County.

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

86267174 CERTIFICATE OF AMENDMENT OF BY-LAWS

LAUDERDALE WEST COMMUNITY ASSOCIATION NO.1, INC., is an association which comprises 17 separate condominiums consisting of 544 Units, and 815 Single Family Homes, each of which in the case of condominiums is governed by 17 separate declaration of condominiums and in the case of the single family Homes, which are located in three separate phases, are governed by three separate Declarations of Restrictions. All of the foregoing documents referred to above are recorded as follows:

The documents of Declaration of Condominiums are recorded in the Official Records of Broward County in the Book or Reel and Page hereinafter set forth.-

Condominium	Official Record	Page
	BOOK	
1	5116	772
2	5116	845
3	5116	918
4	5181	825
5	5250	378
6	5100	9
7	5187	426
8	5561	781
9	5601	140
10	5621	94
11	5621	292
12	5709	244
13	5729	501
14	5736	136
15	5774	6
16	5789	85
17	5913	517

Declarations of Restrictions

The Single Family Homes are recorded in the Official Book and Record as follows:

Phase No.	Official Record Book or Reel	Page
2	5289	408
3	5722	641
4	6588	849

The amendments to the by-laws are as set forth hereinafter.

This is a correction certificate to correct a certificate meritopune filed on September 7th, 1984 in Off. Rec. 11981 Page 417-Broward County.

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REC 13580P 43

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

CERTIFICATE OF AMENDMENT OF BY-LAWS
(FS Sec. 607,081)

The undersigned, as the Secretary of LAUDERDALE WEST COMMUNITY ASSOCIATION NO.1, INC., a Florida not-for-profit corporation, hereby certifies that the following amendments to the By-laws of corporation were duly adopted at a meeting of the membership duly called and held on the 9th day of March, 1984 by a vote of the membership in excess of sixty-six and two thirds (66 2/3%) per cent after having been unanimously approved by the Board of Directors at a meeting held on the 9th day of January, 1984:

RESOLVED that the By-laws of this corporation be amended as follows:

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, to be determined at the time of election to qualify. Every director and/or officer shall be a resident member (owner) of the Association or the spouse of such member (owner). A resident member (owner) is one who resides in the community not less than eight consecutive months in the year immediately preceding the date of nominations for directors.

3.3 Removal of Directors: Any director may be removed by concurrence of two-thirds of the votes of the entire membership 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 in excess 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 this paragraph may be filled by the board of directors at a meeting duly convened and held as soon as practically possible after such vacancy is created.

3.4 (Delete the entire existing paragraph and substitute the following in place thereof:)
3.4 Term of Directors. Subject to the provisions of Paragraph 3.3 above the term of each director's service shall be for two years, except the election in the year 1984 for directors shall be on the following basis: the candidates receiving the six highest votes shall serve for a two year term, expiring in 1986 and the candidates receiving the next five highest votes shall serve for a term of one year, expiring at the close of the election in 1985. Commencing in 1985 and thereafter, there shall be elected directors to fill the vacancies created by the expiration of the term of directors that year. Each director shall serve until his successor is elected and installed, is removed or his office is declared vacant as provided in Paragraph 3.3.

The foregoing amendments apply to the By-laws of the corporation recorded in the Official Records of Broward County in Liber 5922 at page 708.

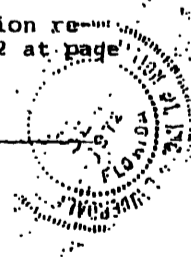
Dated May 10, 1984

APPROVED

Philip Halle Philip Halle, Pres.

Mary Stieger
Secretary

REC 13580Pg 44

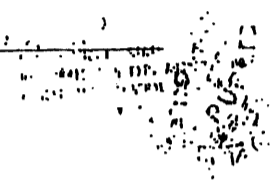


STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared PHILIP HALLE and HARRY STREGER, known to me to be the persons who executed the foregoing Articles of Amendment and they acknowledged before me that they executed Those Articles of Amendment for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of March 1986

NOTARY PUBLIC



NOTARY PUBLIC
J. T. JOHNSON

REC 13580Pg 45

87058154

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

CERTIFICATE OF AMENDMENT OF BY-LAWS
(F.S. 607.0811)

Lauderdale West Community Association No.1, Inc. is an association which comprises 17 separate condominiums consisting of 544 units and 815 single family homes. The condominiums are governed by 17 separate Declarations of Condominium and in the case of the single family homes located in three different phases are governed by three different Declarations of Restrictions. All of the foregoing documents are recorded as follows:

<u>Condominium</u>	<u>Official Record</u>	<u>Page</u>
	<u>BOOK</u>	
1	5116	772
2	5116	845
3	5116	918
4	5181	825
5	5250	378
6	5300	9
7	5382	426
8	5561	783
9	5603	140
10	5621	94
11	5621	292
12	5709	244
13	5729	501
14	5736	136
15	5774	6
16	5789	85
17	5913	517

The Single Family Homes Declarations of Restrictions are recorded in the Official Book and Record as follows:

<u>Phase No.</u>	<u>Official Record Book or Reel</u>	<u>Page</u>
2	5289	408
3	5922	683
4	6588	849

The By-Laws are attached to each Declaration of Condominium and Declaration of Restriction listed above as Exhibit "A" thereto.

The amendment to the By-laws is as set forth hereinafter.

RECORDED AT THE REQUEST OF
LAUDERDALE WEST COMMUNITY
ASSOCIATION NO.1, INC.
1141 N.W. 85th Avenue
Plantation, Florida 33322



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REC 14157 PAGE 954

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

CERTIFICATE OF AMENDMENT OF BY-LAWS
(FS Sec. 607.081)

The undersigned, as the 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 of LAUDERDALE WEST COMMUNITY ASSOCIATION NO.1, INC., duly adopted at a meeting of the membership duly called and held on the 24th day of November, 1986 and recessed to the 22nd day of December, 1986 when it was approved by a vote of the membership in excess of sixty-six and two thirds (66 2/3) per-cent after having been unanimously approved by the Board of Directors at a meeting held on the 12th day of May, 1986.

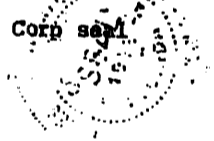
Section 1. The By-laws of LAUDERDALE WEST COMMUNITY ASSOCIATION NO.1, INC. shall be amended as follows:- (Underscoring is new material)

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 \$7.00 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.

Dated January 23 1987

Harry Strager
Harry Strager - Secretary

APPROVED
Philip F. Halle
PHILIP F. HALLE, PRESIDENT



STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared PHILIP F. HALLE and HARRY STRAGER, known to me to be the persons who executed the foregoing Articles of Amendment and they acknowledged before me that they executed those Articles of Amendment for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20 day of January 1987.

Notary Public
NOTARY PUBLIC
NOTARY PUBLIC, STATE OF FLORIDA
BY COMMISSION EXPIRES 12-31-88
DOONES THRU CLERK, THE COM. PU

REC 14157 PAGE 955

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

LAUDERDALE WEST COMMUNITY ASSOCIATION No. 1, Inc.
1141 N. W. 85th Avenue
Plantation, Florida 33322

88143266

CERTIFICATE OF AMENDMENT TO BY-LAWS
(F.S. 607.0811)

LAUDERDALE WEST COMMUNITY ASSOCIATION No. 1, Inc. is an association which comprises seventeen (17) separate condominiums consisting of a total of 544 units and 815 single family homes in a total of three phases. The condominiums are governed by 17 separate Declarations of Condominium and the single family homes are governed by three separate Declarations of Restrictions. All of the foregoing documents are recorded as follows:

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<u>CONDOMINIUMS</u>	<u>OFFICIAL RECORD BOOK</u>	<u>PAGE</u>
1	5116	772
2	5116	845
3	5116	918
4	5181	825
5	5250	378
6	5300	9
7	5382	426
8	5561	783
9	5603	140
10	5621	94
11	5621	292
12	5709	244
13	5729	501
14	5736	136
15	5774	6
16	5789	85
17	5913	517
<u>SINGLE FAMILY HOMES</u>		
Phase 2	5289	408
3	5922	603
4	6508	849

The By-Laws are attached to each Declaration of Condominium and Declaration of Restrictions listed above as Exhibit "A" thereto.

The amendment to the By-Laws is as set forth hereinafter.

BK 15344 PG 352

RECORDED AT THE REQUEST OF
LAUDERDALE WEST COMMUNITY
ASSOCIATION No. 1, Inc.
1141 N. W. 85th Avenue
Plantation, Florida 33322

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LAUDERDALE WEST COMMUNITY ASSOCIATION No. 1, Inc.
1141 N. W. 85th Avenue
Plantation, Florida 33322

CERTIFICATE OF AMENDMENT TO BY-LAWS
(FS Sec. 607.081)

The undersigned, as the 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 of this corporation was duly adopted at a meeting of the membership duly called and held on the 7th day of March, 1988, and recessed to the 28th day of March, 1988, by a vote of the membership in excess of sixty-six and two-thirds percent (66 2/3%) after having been unanimously approved by the Board of Directors:

The By-Laws shall be amended as follows:

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

NOTE: Hyphenated indicates wording to be deleted.
Underlining indicates wording to be added.

The foregoing amendment applies to the By-Laws of the Corporation recorded in the Official Records of Broward County as set forth on the cover page of this Certificate.

DATED: March 29, 1988

Joseph Byer
JOSEPH BYER, SECRETARY

APPROVED:

Miriam Moshea
MIRIAM MOSHEA, PRESIDENT

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

Before me, the undersigned authority, personally appeared Joseph Byer and Miriam Moshea, known to me to be the persons who executed the foregoing Certificate of Amendment and they acknowledged before me that they executed this certificate for the purposes therein stated.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 29 day of March, 1988.

Margaret Scullion
NOTARY PUBLIC
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 27, 1988
REGD. IN THE GENERAL INT. DIV.

L A HESTER
COUNTY ADMINISTRATOR

BR 1534 PG 353

90273019

LAUDERDALE WEST COMMUNITY ASSOCIATION No. 1, Inc.
1141 N. W. 85th Avenue
Plantation, Florida 33322-5018

LAUDERDALE WEST COMMUNITY ASSOCIATION No. 1, Inc.
1141 N. W. 85th Avenue
Plantation, Florida 33322-5018

CERTIFICATE OF AMENDMENT OF BY-LAWS
(F. S. 607.0811)

Lauderdale West Community Association No. 1, Inc. is an association which comprises 17 separate condominiums consisting of 544 units and 815 single family homes. The condominiums are governed by 17 separate Declarations of Condominium and in the case of the single family homes located in three different phases are governed by three different Declarations of Restrictions. All of the foregoing documents are recorded as follows:

<u>CONDOMINIUM</u>	<u>OFFICIAL RECORD BOOK</u>	<u>PAGE</u>
1	5116	772
2	5116	845
3	5116	918
4	5181	825
5	5250	378
6	5300	9
7	5382	426
8	5561	783
9	5603	140
10	5621	94
11	5621	292
12	5709	244
13	5729	501
14	5736	136
15	5774	6
16	5789	85
17	5913	517

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The single family homes Declarations of Restrictions are recorded in the Official Books and Records as follows:

<u>Phase No.</u>	<u>Official Record Book or Reel</u>	<u>Page</u>
2	5289	408
3	5922	683
4	6588	849

The By-Laws are attached to each Declaration of Condominium and Declaration of Restrictions listed above as Exhibit "A" thereto.

The amendment to the By-Laws is as set forth hereinafter.

RECORDED AT THE REQUEST OF
LAUDERDALE WEST COMMUNITY
ASSOCIATION No. 1, Inc.
1141 N. W. 85th Avenue
Plantation, Florida 33322-5018

The undersigned as the Secretary of LAUDERDALE WEST COMMUNITY ASSOCIATION No. 1, Inc., a Florida not-for-profit corporation, hereby certifies that the following amendments to the By-Laws of Lauderdale West Community Association No. 1, Inc., duly adopted at a meeting of the membership duly called and held on the 26th day of March, 1990, and reassessed to the 23rd day of April, 1990, when they were approved by a vote of the membership in excess of sixty-six and two-thirds (66 2/3) percent after having been unanimously approved by the Board of Directors at a meeting held on the 12th day of March, 1990.

BR17565PG0552

Handwritten initials/signature

LAUDERDALE WEST COMMUNITY ASSOCIATION No. 1, Inc. --
1141 N. W. 85th Avenue Plantation, Florida 33322-6

CERTIFICATE OF AMENDMENT TO BY-LAWS (Continued)

Section 1. The by-laws of LAUDERDALE WEST COMMUNITY ASSOCIATION No. 1, Inc. shall be amended as follows: (UNDERSCORING is new material.)

The Board of Directors is empowered to impose, assess and levy against the owner of a unit or improved lot (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 the 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 any 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 Paragraphs 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.

In the event the fine is not paid, in addition to any other rights contained in the Declaration of Condominiums I through XVII and the Declaration of Restrictions, Paragraphs 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 fine and to proceed with any court action to enforce the payment of the lien together with interest and reasonable attorneys fees, costs and disbursements.

AMENDMENT NUMBER 1 - SCHEDULE "A" VIOLATIONS AND FINES

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 and \$1.00 per day thereafter until payment received.

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.

DEBRIS DUMPED IN LAKES OR CANALS - Penalty is \$25 for each offense. No warning will be issued.

PLANTING OF TREES OR BUSHES WITHOUT PRIOR BOARD APPROVAL - Owner or occupant will be given written notice to remove. If planting is not removed within 14 days, planting will be removed by Association Maintenance Dept. and owner billed for cost of such removal.

POOR LAWN KEEPING - Removal of fallen fruit and other litter from homeowner-installed 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.

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.

UNAPPROVED COLORS ON BUILDING STRUCTURE 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.

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.

RECORD - Legality of original or printed copy of this document when microfilmed

RECORD - Legality of original or printed copy of this document when microfilmed

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LAUDERDALE WEST COMMUNITY ASSOCIATION No. 1, Inc.
1141 N. W. 85th Avenue Plantation, Florida 33322-5018

AMENDMENT NUMBER 1, SCHEDULE "A" - VIOLATIONS AND FINES (Continued)

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 upon 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.

AMENDMENT NUMBER 2

The Declarations of Condominiums, I through XVII, be amended as follows:

NOTE: UNDERSCORING INDICATES NEW MATERIAL
HYPHENATED INDICATES OLD PROVISIONS DELETED

Section 11. Maintenance of Community Interest:

11.1 Transfer Subject to Approval

- (a) Sales: no change
- (b) Leases: No apartment owner may dispose of an apartment or any interest in an apartment by lease prior to the expiration of one year from the date of acquisition of title to said apartment without the approval of the Association.

~~except to an apartment owner. An apartment owner may enter into a written lease with Lauderdale West Associates as his agent to lease or rent his apartment for a period of one year or less without the approval of the Association. Minimum lease shall be for three (3) months; maximum lease shall be for one (1) year.~~

AMENDMENT NUMBER 3

The Declarations of Restrictions, Phases 2, 3 and 4, be amended as follows:

NOTE: UNDERSCORING INDICATES NEW MATERIAL
HYPHENATED INDICATES OLD PROVISIONS DELETED

Section 12. RESTRICTION ON TRANSFER OF IMPROVED LOTS.

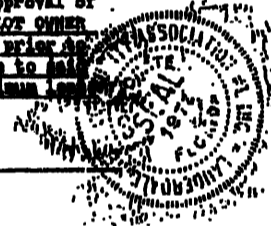
12.2 Transfer Subject to Approval

- (A) Sales or Lease. No IMPROVED LOT OWNER may dispose of an IMPROVED LOT or any interest therein by sale or lease without approval of the Association, except to an IMPROVED LOT OWNER.

~~No IMPROVED LOT OWNER may dispose of an improved lot or any interest therein by lease prior to the expiration of one year from the date of acquisition of title to said improved lot. Minimum lease shall be for three (3) months; maximum lease shall be for one (1) year.~~

DATED: JUNE 10, 1990

MOE WEINBERG
MOE WEINBERG, SECRETARY



APPROVED

PHILIP F. HALL
PHILIP F. HALL, PRESIDENT

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared PHILIP F. HALL, and MOE WEINBERG, known to me to be the persons who executed the foregoing Articles of Amendment and they acknowledged before me that they executed those Articles of Amendment for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21 day of June, 1990.

Margaret ...
NOTARY PUBLIC
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 2, 1991
BOWLED THROUGH GENERAL REG. OFF.

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



BR 17565R0554

94-894716 T#001
11-17-94 12:15PM

LAUDERDALE WEST COMMUNITY ASSOCIATION NO.1, INC.
1141 N W 85th Avenue
Plantation, Florida 33322-9018
(P.B. 607.0811)

Lauderdale West Community Association No.1, Inc., is an association which comprises 17 separate condominiums consisting of 544 units and 815 single family homes. The condominiums are governed by 17 separate Declarations of Condominiums and in the case of the single family homes located in three different phases are governed by three different Declarations of Restrictions. All of the foregoing documents are recorded as follows:

Laud. W. Comm. Assn. 84
1141 NW 85th Ave.
Plant., FL. 33322

<u>CONDOMINIUMS</u>	<u>OFFICIAL RECORD BOOKS</u>	<u>PAGE</u>
1	5116	772
2	5116	848
3	5116	918
4	5181	825
5	5250	378
6	5300	9
7	5382	426
8	5561	783
9	5603	140
10	5621	94
11	5621	282
12	5709	244
13	5729	501
14	5726	136
15	5774	6
16	5709	88
17	5913	917

BK 22838PS0547

The single family homes Declarations of Restrictions are recorded in the Official Books and Records as follows:

<u>Phase No.</u>	<u>Official Record Book or Reel</u>	<u>Page</u>
2	5289	408
3	5922	683
4	6588	849

The By-Laws are attached to each Declaration of Condominiums and Declaration of Restrictions listed above as Exhibit "A" thereto.

The amendment to the By-Laws is as set forth hereinafter.

(9)

The undersigned as the 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 of Lauderdale West Community Association No.1, Inc., adopted at a meeting of the membership duly called and held on March 21, 1994 when they said newly adopted amendment was approved by a vote of the membership in excess of sixty-six and two-thirds (66 2/3) percent after having been unanimously approved by the Board of Directors at a meeting held on the 21st day of February 1994.

CURRENT SECTION 2.5 OF THE BY-LAWS

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

THE FOLLOWING SECTION 2.6 OF THE CURRENT BY-LAWS IS REPEALED AND REPLACED BY THE AMENDMENT HEREINAFTER SET FORTH.

2.6 Designation of Voting Representative. If an apartment or lot is owned by one person, his right to vote shall be established by the record title to his apartment. If an apartment or lot is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment or lot shall be designated by a certificate signed by all of the record owners of the apartment or lot and filed with the Secretary of the Association. If an apartment or lot is owned by a corporation, the person entitled to cast the vote for the apartment or lot shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment or lot concerned. A certificate designating the person entitled to cast the vote of an apartment or lot may be revoked by any owner of an apartment or lot. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

THE FOLLOWING IS THE NEWLY ADOPTED AMENDMENT SECTION 2.6

2.6 Designation of Voting Representative. If an apartment or home is owned by one person, or there is one trustee, or is occupied by one life tenant, that individual shall be entitled to cast a vote on all Association matters.

EX-2889890548

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, unless a Certificate designating one of the owners, trustees or life tenants as Voting Representative, signed by ALL such owners, trustees or life tenants is filed with the Secretary of the Association.

In the case of a proxy or absentee ballot, the designated Voting Representative may sign, or if none designated, then ALL unit or home owners, trustees or life tenants must sign to validate the vote.

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 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.

A previously filed Certificate of Voting Representative shall remain valid providing it names an owner, trustee or life tenant of the apartment or home as designated Voting Representative.

In order to change or revoke a Certificate of Voting Representative, a new Certificate must be filed with the Secretary of the Association signed by ALL owners, trustees or life tenants other than the previously designated Voting Representative. A new Certificate is required when title to unit or home is changed.

DATED THE 24 DAY OF October 1994

Miriam Moshen
MIRIAM MOSHEN President

Joseph Dyar
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared MIRIAM MOSHEN, President and Joseph Dyar, Secretary, personally known to me to be the persons who executed the foregoing Articles of Amendment and they acknowledged before me that they executed those Articles of Amendment for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24 day of October 1994.

Margaret Lieberman
NOTARY PUBLIC

OFFICIAL NOTARY SEAL
MARGARET LIEBERMAN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO CC21635
MY COMMISSION EXPIRES AUG 27, 1996

APPROVED BY THE OFFICIAL RECORDS ROOM
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 22838PE0549



1 Certificate of Amendment-By-Laws

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

CERTIFICATE OF AMENDMENTS OF BY-LAWS

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			
	12	14			
	192	+ 352	=544 Condo. Units		

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

The By-Laws are attached to each Declaration of Condominium and each Declaration of Restriction listed above, and to the Certificate of Incorporation.

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 the By-Laws have been duly adopted by written consent (ballot) tallied as of the 8th day of May, 2000 and approved by a vote of the ENTIRE membership of LAUDERDALE WEST in excess of sixty-six and two-thirds percent (66 2/3%) after having been approved by a majority of the Board of Directors.

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

INSTR # 100293237 OR BK 30529 PS 0233 RECD 05/25/2000 12:32 PM
 COMMISSIONER BERNARD COUNTY DEPUTY CLERK 1051

(7)

2. Certificate of Amendment-By-Laws

The amendments to the By-Laws are set forth hereinafter.

All references to Developer in all documents are to be eliminated.

For consistency, the term ByLaws or Bylaws or By-laws will be spelled "By-Laws" in all documents.

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 10, 1972 and amended from time.

1.2 Office. The office and post office address of the Association shall be 4014 1141 N.W. 85th Avenue, Plantation 33317, Fort Lauderdale, Florida 33322-4624 or such other place as the Board of Directors may determine from time to time.

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 with respect to which refer to this Association, and lots/detached homes in Lauderdale West which are subject to a Declaration of Restrictions, which refer to this Association provided that the aggregate number of voting members at one time shall not exceed 2,000 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' Meetings. The annual members' meeting shall be held at the office of the corporation at 10 a.m., Eastern Standard Time, on the 4th 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 held at the same hour on the next day that is not a holiday rescheduled as soon as possible.

2. 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 ~~ten (10)~~ fourteen (14) days nor more than sixty (60) days prior to the date of the meetings. Proof of such mailing 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 persons entitled to cast 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.

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

OR BK 30529 PG 0235

3. Certificate of Amendment-By-Laws

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, UNLESS a Certificate designating one of the owners, trustees or life tenants is filed with the Secretary of the Association. The same would apply in the case of a proxy or absentee ballot.

~~In the case of a proxy or absentee ballot, the designated Voting Representative may sign, or if none designated, then ALL unit or home owners, trustees or life tenants must sign to validate the vote.~~

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.

~~A previously filed Certificate of Voting Representative shall remain valid providing it names an owner, trustee or life tenant of the apartment or home as Designated Voting Representative.~~

~~In order to change or revoke Certificate of Voting Representative, a new Certificate must be filed with the Secretary of the Association signed by ALL owners, trustees or life tenants other than the previously designated Voting Representative. A new Certificate is required when title to unit or home is changed.~~

2.10 ~~Proxies.~~

Delete this section as it refers to Developer.

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 (owner) who seeks election to the Board is one who resides in the community not less than eight ~~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.~~

~~↳ A nominating committee...~~

Delete this entire section as it is in conflict with State Law.

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

4. Certificate of Amendment-Dy-Lawn

3.3 **Removal of Directors.** Any director may be removed by concurrence of two-thirds a majority of the votes of the entire membership 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 ~~in excess~~ 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 ~~this paragraph 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.** ~~Subject to the provisions of Paragraph 3.3 above; The term of each director's service shall be for two years, except the election in the year 1984 for directors shall be on the following basis: the candidates receiving the six highest votes shall serve for a two year term, expiring in 1986 and the candidates receiving the next five highest votes shall serve for a term of one year, expiring at the close of the election in 1985 and thereafter, there shall be elected. 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 his the office is declared vacant as provided in Paragraph 3.3.~~

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

- a. ~~Calling of full meeting to order~~
- b. ~~Proof of due notice of meeting~~
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

3.14 ~~Directors' Fees.~~ Directors' fees, if any, shall be determined by the members.

4. Powers and Duties of the Board of Directors.

4.1 Assessments.

d. ~~Reward second paragraph of this section and create paragraph a. as follows:~~

e. In the event ~~that the fee or 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 with any court action to enforce the payment ~~of the lien~~ together with interest and reasonable attorney's fees, costs and disbursements.

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

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, mortgage, lease and ownership of apartments or lots/detached homes and 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.

4.11 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 and ~~\$1.00 per day 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 for each offense. No warning will be issued.

(d) **Planting of Trees or Bushes without prior Board approval** - Owner or occupant will 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 homeowner-installed ~~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 Structure, 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.

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

6 Certificate of Amendment-Fry-1.swn

(i) Failure to file for and obtain Board approval for sale or lease of apartment or homes shall be subject to fine of \$100 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 permits from the City of Plantation. Signs are not permitted on common ground, but one sign is permitted in the front window. Failure to follow above rule will result in a \$100 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 a directors, a Treasurer, 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. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors from time to time shall 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.

6. Fiscal Management.

6.2 Budgets.

d. Provided, however, that the amount for each budgeted item may be increased over the foregoing prescribed limitations when approved by apartment and lot/detached home owners entitled to cast not less than 75% 66-2/3% of the votes of the entire membership of the Association.

~~a. DELETE ENTIRE SECTION AS IT REFERS TO BUDGET WHILE DEVELOPER WAS IN CONTROL.~~

6.3 Assessments.

~~DELETE PARAGRAPHS REFERRING TO DEVELOPER-CONTROLLED BUDGET, (second paragraph and a. and b. as follows):~~

~~Notwithstanding the foregoing provisions regarding assessments, the following assessments are hereby adopted to remain in effect without increase until Developer terminates its control of the Association:~~

- ~~a. the monthly assessment on a condominium apartment shall be \$45.00; and
b. the monthly assessment on a single family improved lot shall be \$40.00.~~

~~The Board of Directors shall be authorized to adopt changes in the foregoing assessments pursuant to a revised budget adopted by it following termination of control of the Association by Developer, said changes in assessments to be effective until new assessments are adopted pursuant to calendar year budget adopted thereafter.~~

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

7 Certificate of Amendment-By-Law

6.6 ~~Bank Depository.~~ The depository of the Association shall be such bank or banks 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.

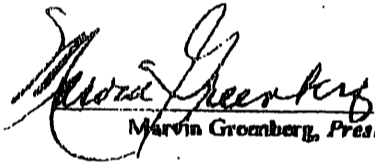
8.2 ~~Proposal and Adoption of Amendments.~~
~~DELETE paragraph c. as it refers to Developer:~~

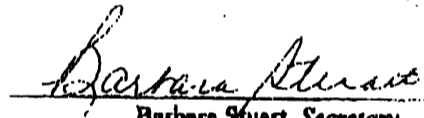
~~a. until the first election of directors, by all of the directors.~~

DATED MAY 8, 2000

APPROVED

The President and Secretary of the Association do hereby certify that the aforementioned By-Laws have been amended by a majority vote of the Board of Directors, and have been approved in writing, by ballot vote, in excess of 66 2/3% of the entire membership of Lauderdale West Community Association No. 1, Inc.



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 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 8th day of May, 2000.


NOTARY PUBLIC

Recorded in the Official Records Book
of Broward County, Florida

OFFICIAL NOTARY SEAL
MARLENE F KOSI-HENIG
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC622254
MY COMMISSION EXP. FEB. 17, 2001

Notes: Deletions are deletions; Underlined portions are new provisions.



1 Certificate of Amendment to By-Laws

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

CERTIFICATE OF AMENDMENTS OF BY-LAWS

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			
	<u>x2</u>	<u>x4</u>			
	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 By-Laws are attached to each Declaration of Condominium and each Declaration of Restriction listed above, and to the Certificate of Incorporation.

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 the By-Laws have 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 Amendments to the By-Laws are set forth hereinafter.

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

INSTR # 101674306 OR BK 32739 PG 0603 RECD 02/07/2002 02:31 PM
 COMMISSION BROWARD COUNTY DEPUTY CLERK 1058

2 Certificate of Amendment to By-Laws

AMENDMENT

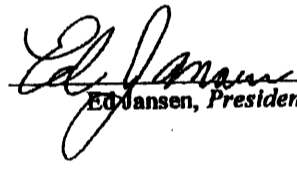
The original documents filed in 1972 provided for quarterly payments of maintenance charges. This was changed to requirement of monthly payments in June 1978. Section 6.3 Assessments should read as follows:


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 have been amended by a majority vote of the Board of Directors, and have been approved in writing, by ballot vote, in excess of 66 2/3% of the entire membership of Lauderdale West Community Association No.1, Inc.

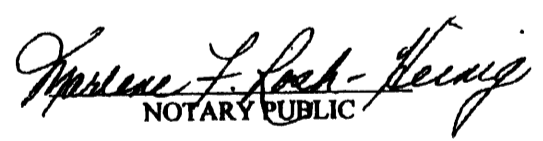

Ed Jansen, President


Leonard Cerisano, Secretary

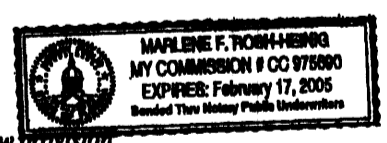
STATE OF FLORIDA)
COUNTY OF BROWARD)
CITY OF PLANTATION)

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.

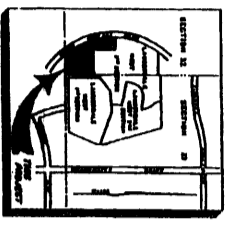
In Witness Whereof, I have hereunto set my hand and seal this 14th day of January, 2002.


NOTARY PUBLIC

Recorded in the Official Records Book
of Broward County, Florida



Note: ~~Strikethroughs~~ are deletions; Underlined portions are new provision.



LOCATION SKETCH (NAME TO SCALE)

LAUDERDALE WEST 4th SECTION

A RE-SUBDIVISION IN SECTION 32, TOWNSHIP 49 SOUTH, RANGE 41 EAST
CITY OF PLANTATION - BROWARD COUNTY - FLORIDA

PREPARED BY:
CRAVEN-THOMPSON & ASSOC., INC.
CIVIL ENGINEERS - LAND SURVEYORS
200 FURNACE HARBOR (EAST OF SPINNEY, FL. ROAD)
FURNACE BEACH - FLORIDA 33486

DESCRIPTION:

A PORTION OF SECTION 32, TOWNSHIP 49 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT OF EVERGLADES PLANTATION COMPANY AMENDED PLAT, AS RECORDED IN PLAT BOOK 2, PAGE 42 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SHOWN MORE PARTICULARLY DESCRIBED AS FOLLOWS: ...

CITY OF PLANTATION CITY PLANNING AND ZONING BOARD:

THIS IS TO CERTIFY THAT THE PLAT OF LAUDERDALE WEST 4th SECTION HAS BEEN APPROVED BY THE CITY PLANNING AND ZONING BOARD OF THE CITY OF PLANTATION, FLORIDA, AND ADOPTED THIS 22nd day of MAY, 1975.

CITY ENGINEER:

THE PLAT OF LAUDERDALE WEST 4th SECTION IS HEREBY APPROVED AND ACCEPTED FOR RECORDATION.
Steve S. Ivers
CITY ENGINEER

CITY COUNCIL:

THIS PLAT OF LAUDERDALE WEST 4th SECTION HAS BEEN APPROVED AND ACCEPTED FOR RECORDATION BY THE CITY COUNCIL OF PLANTATION, FLORIDA, BY RESOLUTION NUMBER 20298, PASSED AND ADOPTED THIS 22nd day of MAY, 1975.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO ME BY THE ENGINEER AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH ALL THE REQUIREMENTS OF THE FLORIDA STATUTES.
[Signature]
SURVEYOR

BROWARD COUNTY DEPARTMENT OF FINANCE - DIVISION OF COMPTROLLER:

I HEREBY CERTIFY THAT THE ATTACHED PLAT COMPLIES WITH THE REQUIREMENTS OF SECTION 193.10, STATUTES OF FLORIDA, APPROVED BY THE COMPTROLLER OF PUBLIC ACCOUNTS OF BROWARD COUNTY, FLORIDA, AND ADOPTED THIS 22nd day of MAY, 1975.

OLD PLANTATION WATER CONTROL DISTRICT:

THIS INSTRUMENT FILED IN THE OFFICE OF THE DISTRICT ENGINEER OF THE OLD PLANTATION WATER CONTROL DISTRICT, BROWARD COUNTY, FLORIDA, AND ADOPTED THIS 22nd day of MAY, 1975.

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL HAS APPROVED THIS PLAT WITH RESOLUTION NUMBER 20298, PASSED AND ADOPTED THIS 22nd day of MAY, 1975.

BROWARD COUNTY DEPARTMENT OF TRANSPORTATION:

THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORDATION BY THE DEPARTMENT OF TRANSPORTATION, BROWARD COUNTY, FLORIDA, AND ADOPTED THIS 22nd day of MAY, 1975.

DEDICATION:

WE, THE UNDERSIGNED, LAUDERDALE WEST DEVELOPMENT COMPANY, HAS CAUSED THIS DEED TO BE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, IN THE NAME OF THE PERSONS WHOSE NAMES ARE HEREIN SET FORTH AS SIGNERS.

[Signatures]
ATTORNEYS FOR LAUDERDALE WEST DEVELOPMENT COMPANY

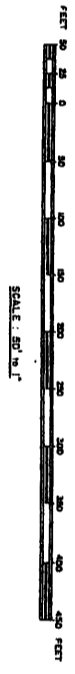
ACKNOWLEDGEMENT:

I HEREBY CERTIFY THAT ON THIS DAY, PERSONALLY APPEARED BEFORE ME AND acknowledged the execution of this instrument to be the true and lawful act and deed of the persons whose names are hereunto subscribed as signers and that the same are of legal age and of sound mind and memory and are not under any legal disability, and that they executed the same for the purposes and consideration therein expressed.

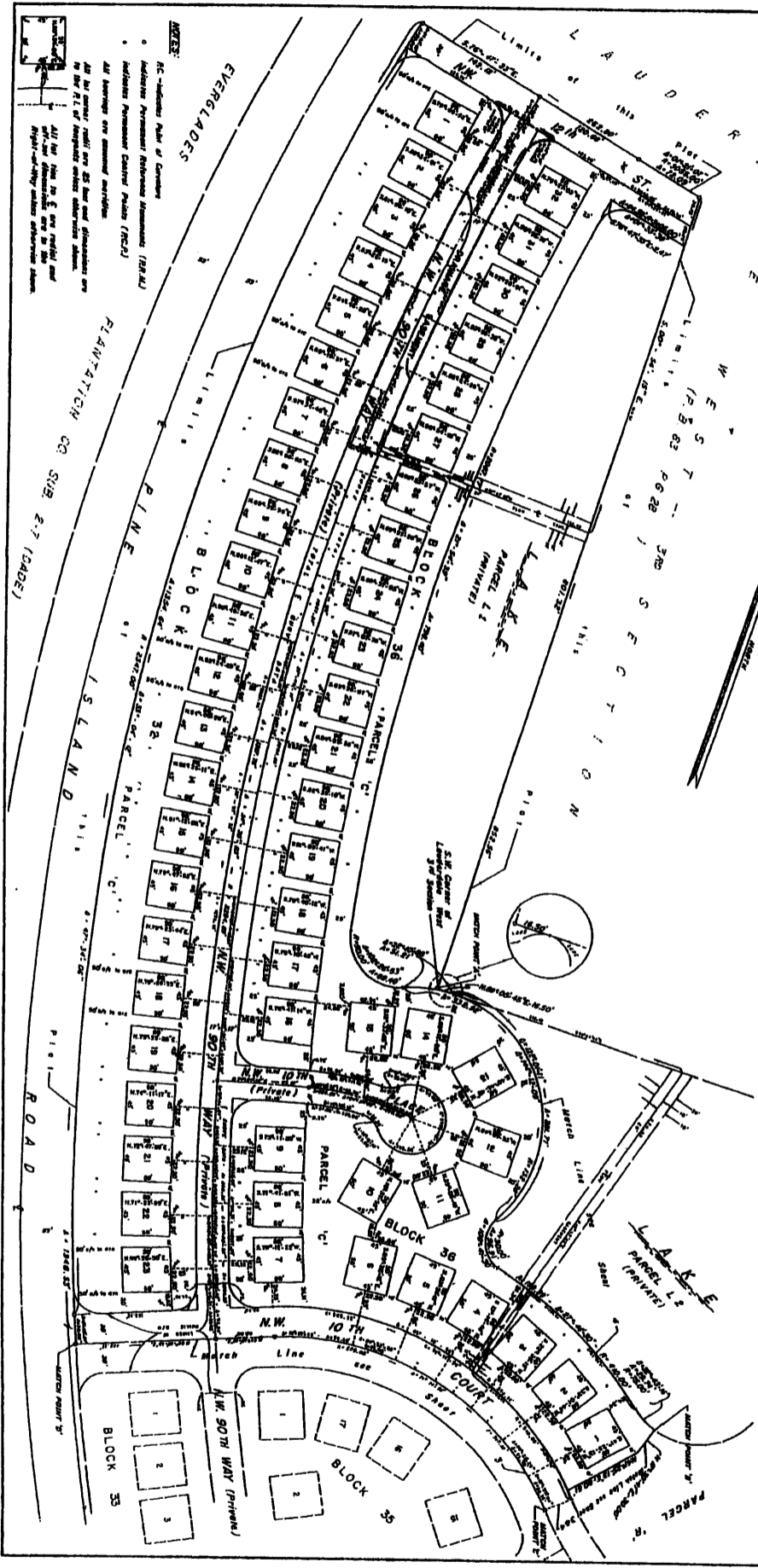
[Signatures]
NOTARY PUBLIC

LAUDERDALE WEST 4th SECTION

CITY OF LAUDERDALE, FLORIDA



PREPARED BY:
CRAVEN THOMPSON & ASSOC., INC.
 CIVIL ENGINEERS - LAND SURVEYORS
 1200 HOWLAND PARKWAY (SUITE 100) WENDELL HILL
 FORT LAUDERDALE, FLORIDA 33304
 PHONE: 352-371-1111

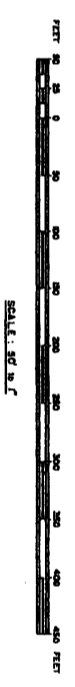


NOTES:

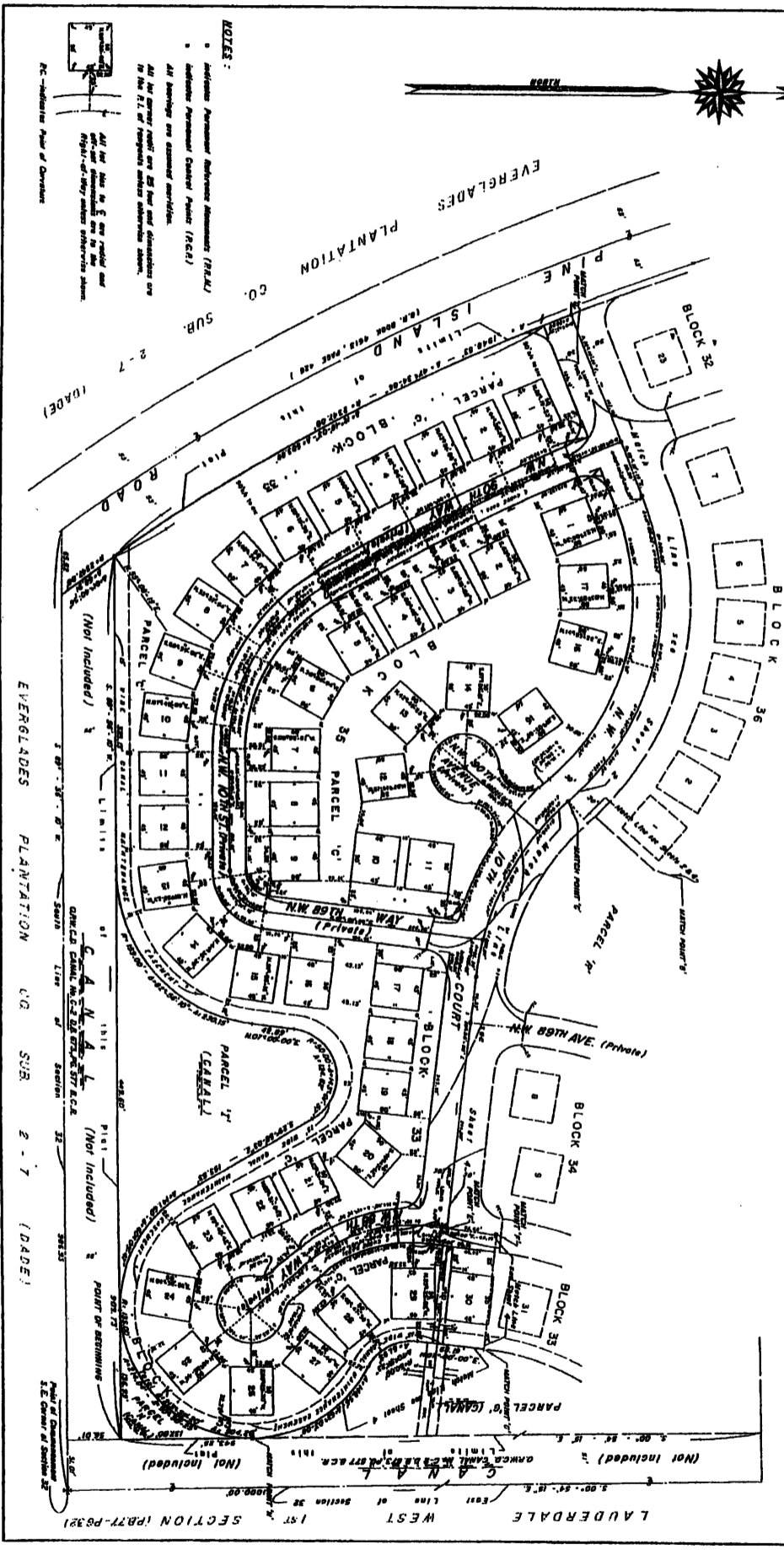
- 1. IC - Indicates Right of Conveyance
- 2. Indicates Proposed Reference Dimensions (IRSD)
- 3. Indicates Proposed Control Points (PCP)
- 4. All bearings are assumed correct.
- 5. All lot areas are 25,000 sq. ft. and dimensions are to the S.E. of the lot.
- 6. All lot lines are 25,000 sq. ft. and dimensions are to the S.E. of the lot.
- 7. All lot lines are 25,000 sq. ft. and dimensions are to the S.E. of the lot.

LAUDERDALE WEST 4th SECTION

CITY OF LAUDERDALE, SEC. 32 - TWP. 44 S. - R. 24 E.



PREPARED BY:
CRAVEN THOMPSON & ASSOC., INC.
 CIVIL ENGINEERS - LAND SURVEYORS
 1320 FORDHAM PARKWAY (SOUTH OF STATE, WEST SIDE)
 MIAMI, FLORIDA 33134
 PHONE 371-1111



- NOTES:**
- 1. All lots shown on this plat are subject to all other laws, rules and regulations of the City of Lauderdale, Florida.
 - 2. All lots shown on this plat are subject to all other laws, rules and regulations of the State of Florida.
 - 3. All lots shown on this plat are subject to all other laws, rules and regulations of the County of Broward, Florida.
 - 4. All lots shown on this plat are subject to all other laws, rules and regulations of the City of Lauderdale, Florida.
 - 5. All lots shown on this plat are subject to all other laws, rules and regulations of the State of Florida.
 - 6. All lots shown on this plat are subject to all other laws, rules and regulations of the County of Broward, Florida.
 - 7. All lots shown on this plat are subject to all other laws, rules and regulations of the City of Lauderdale, Florida.
 - 8. All lots shown on this plat are subject to all other laws, rules and regulations of the State of Florida.
 - 9. All lots shown on this plat are subject to all other laws, rules and regulations of the County of Broward, Florida.
 - 10. All lots shown on this plat are subject to all other laws, rules and regulations of the City of Lauderdale, Florida.

PREPARED BY:
CRAVEN THOMPSON & ASSOC., INC.
 CIVIL ENGINEERS - LAND SURVEYORS
 2300 W. PALM BEACH BLVD., SUITE 200
 PALM BEACH, FLORIDA 33480

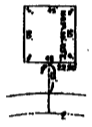
LAUDERDALE WEST

4th SECTION

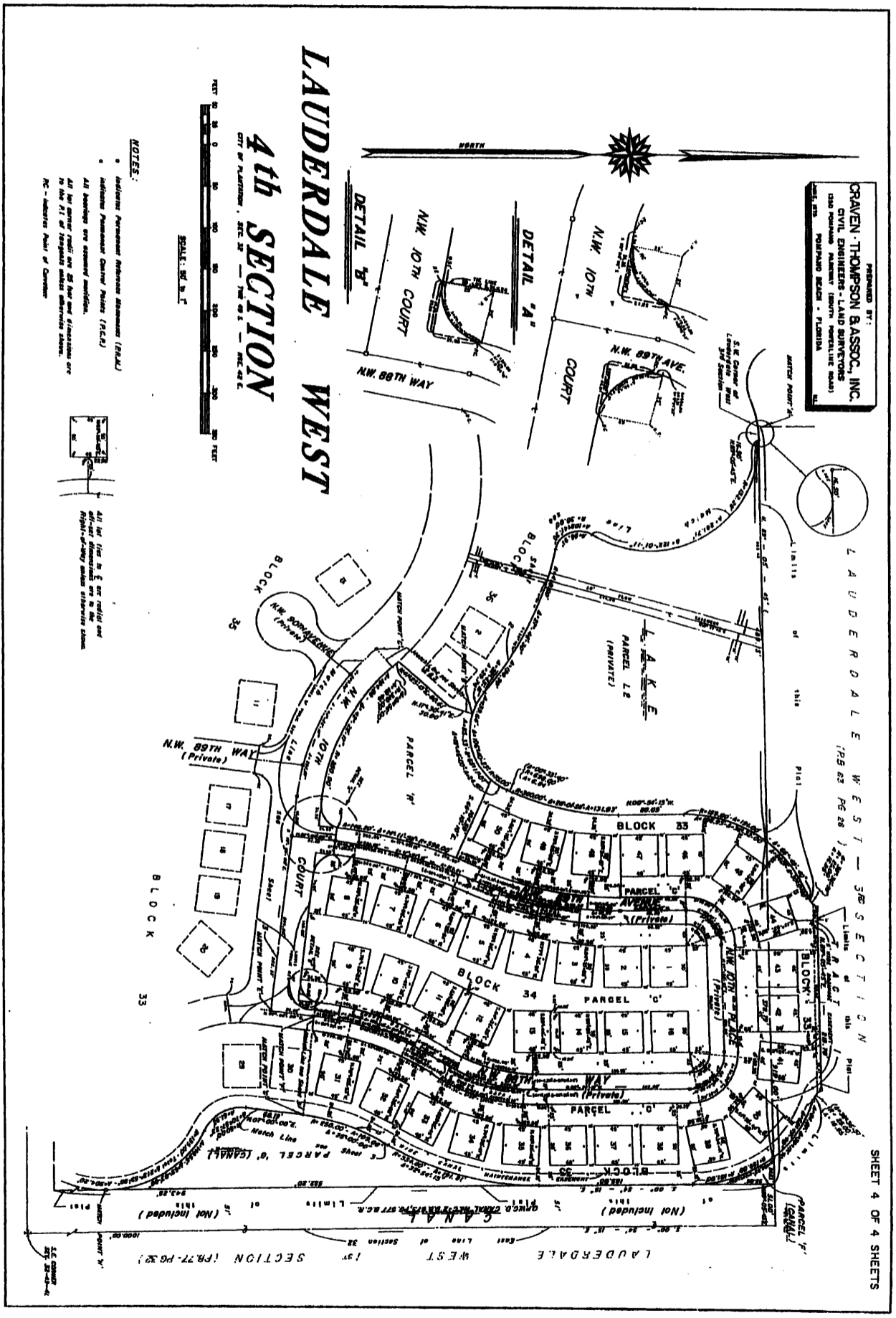
CITY OF PALM BEACH, SECTION 4, TOWNSHIP 36 S., RANGE 26 E.



- NOTES:**
- Indicate Proposed Reference Measurements (P.R.M.)
 - Indicate Proposed Control Points (P.C.P.)
 - All bearings are assumed accurate.
 - All lot corner points are as per original plat or as per the City of Palm Beach records.
 - NC - indicate Point of Curvature.



All lot lines are to be verified and all-adjacent measurements are to be right-angled unless otherwise shown.





McLAUGHLIN ENGINEERING COMPANY LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
33301 PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 600' SKETCH AND CERTIFICATION AT LAUDERDALE WEST SECTIONS 1st, 2nd, 3rd AND 4th

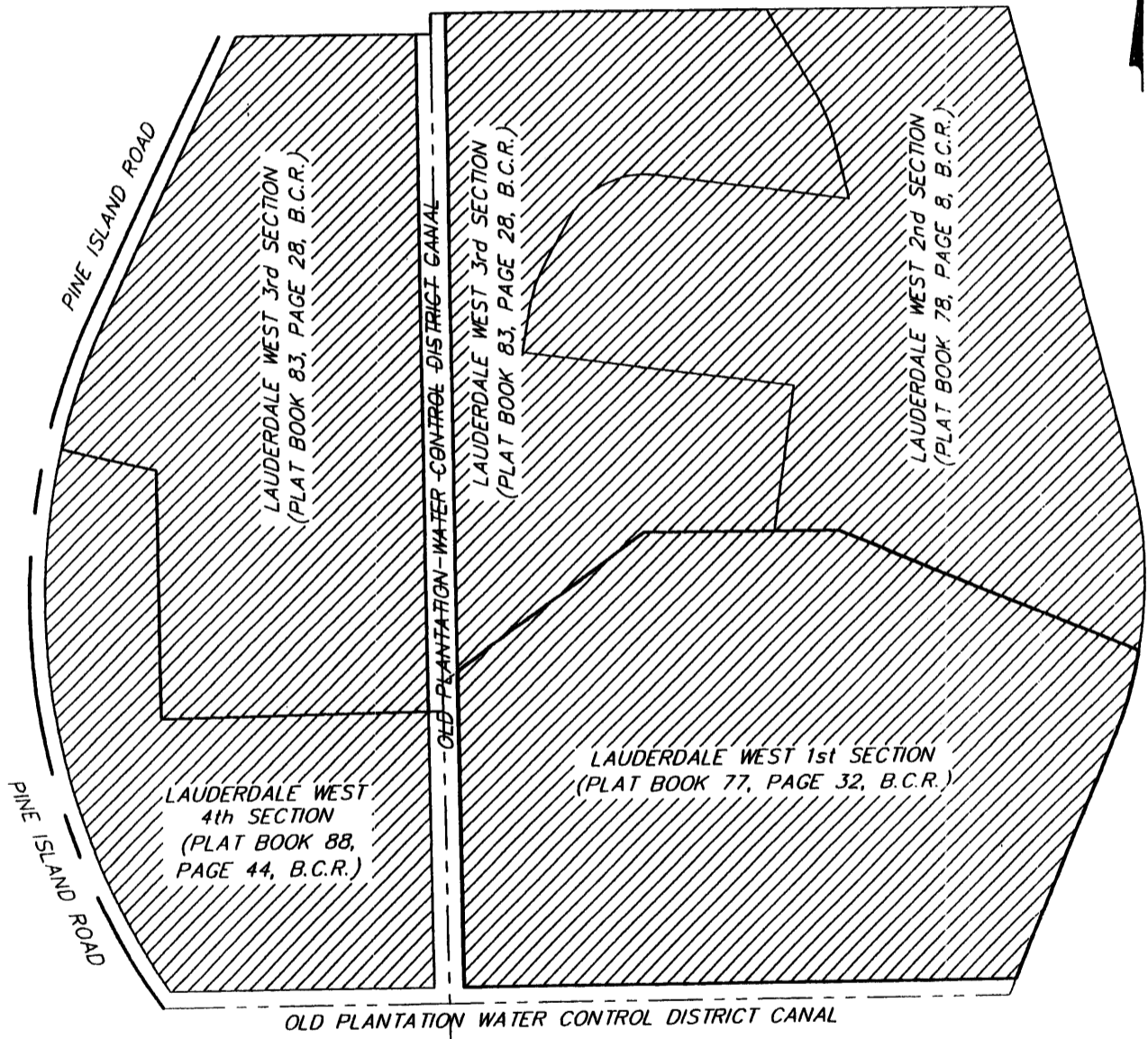
LEGAL DESCRIPTION:

LAUDERDALE WEST 1st SECTION, Plat Book 77, Page 32, Broward County Records;
LAUDERDALE WEST 2nd SECTION, Plat Book 78, Page 8, Broward County Records;
LAUDERDALE WEST 3rd SECTION, Plat Book 83, Page 28, Broward County Records and
LAUDERDALE WEST 4th SECTION, Plat Book 88, Page 44, Broward County Records;

Said lands situate, lying and being in the City of Plantation, Broward County, Florida.

THIS IS TO CERTIFY:

That the lands described in Official Records Book 5289, Page 421, Broward County, Records, describes all of the lands included in the above referenced plats, including all Rights-of-ways, Parcels, Lots, Blocks and Easements as shown within the plat limits of said plats.



**INDICATES LANDS DESCRIBED IN
O.R. 5289, PAGE 431, B.C.R.**

NOTES:

- 1) This sketch not reflect easements and rights-of-way, as shown on above referenced record plats, for purposes of clarity.
- 2) Legal descriptions furnished by client.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 27th day of December, 2007.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____ EXHIBIT "E" DRAWN BY: JMMjr

JOB ORDER NO. U-4106 CHECKED BY: _____

C: \JMMjr\2007\U4106